

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

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Scomi

SCOMI ENERGY SERVICES BHD

Registration no. 199601025627 (397979-A)
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS IN RELATION TO

PART A

(I) PROPOSED DISPOSAL:

- (A) BY SCOMI ENERGY SERVICES BHD OF ITS 48% EQUITY INTEREST IN SCOMI KMC SDN BHD AND 100% EQUITY INTEREST IN SCOMI OILFIELD LIMITED ("SOL") (TOGETHER WITH 9 OF ITS EXISTING SUBSIDIARIES) TO CAHYA MATA OILTOOLS SDN BHD ("SPV 1"), A 75% OWNED SUBSIDIARY OF CAHYA MATA SARAWAK BERHAD; AND
- (B) BY SCOMI OILTOOLS SDN BHD ("SOSB") OF ITS 4% EQUITY INTEREST (TOGETHER WITH THE ENTIRE 25,000,000 REDEEMABLE PREFERENCE SHARES) IN SCOMI KMC SDN BHD, 25% INTEREST IN SCOMI OILTOOLS GULF W.L.L. AND 25% EQUITY INTEREST IN CONTINENTAL WIRE CLOTH (MALAYSIA) SDN BHD, DATARAN PRIMA PROPERTY (AS DEFINED HEREAFTER) AND SOSB INVENTORIES AND EQUIPMENT (AS DEFINED HEREAFTER) TO OILTOOLS INTERNATIONAL SDN BHD, A WHOLLY-OWNED SUBSIDIARY OF SPV 1;

FOR A TOTAL CASH CONSIDERATION OF RM21,000,000

- (C) BY SOL OF ITS 100% EQUITY INTEREST IN THE IDENTIFIED COMPANIES (AS DEFINED HEREAFTER) TO FALCON RESIDENCES SDN BHD FOR A NOMINAL CASH CONSIDERATION OF RM 1

(COLLECTIVELY REFERRED TO AS "PROPOSED DISPOSAL")

PART B

(II) INDEPENDENT ADVICE LETTER TO SHAREHOLDERS IN RELATION TO THE PROPOSED DISPOSAL

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Principal Adviser



M & A SECURITIES SDN BHD

(Registration No.: 197301001503 (15017-H))
(A Wholly-Owned Subsidiary of Insas Berhad)

(A Participating Organisation of Bursa Malaysia Securities Berhad)

Independent Adviser

QuantePhi

QUANTEPHI SDN BHD

(Registration No. 201101037439 (965573-T))

The Notice of the Extraordinary General Meeting ("**EGM**") of the Company which is scheduled to be held and conducted on a fully virtual basis through live streaming and online remote voting via the online meeting platform at <https://meeting.boardroomlimited.my> (Domain Registration No. with MYNIC - D6A357657) on **Monday, 8 August 2022 at 11.00 a.m.** or at any adjournment thereof, together with the Form of Proxy, are enclosed in this Circular.

If you are not able to attend, participate and vote at the EGM via live stream and online voting, you may complete the Form of Proxy and deposit it at the Company's Share Registrar office at Ground Floor or 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia or by electronic means via Boardroom Smart Investor portal at <https://investor.boardroomlimited.com> not less than 48 hours before the time for holding the EGM or any adjournment thereof. The lodging of the Form of Proxy will not preclude you from attending, participating and voting remotely at the EGM should you subsequently wish to do so.

Last date and time for lodging the Form of Proxy : Saturday, 6 August 2022 at 11.00 a.m.

Date and time of the EGM : Monday, 8 August 2022 at 11.00 a.m. or at any adjournment thereof

This Circular is dated 21 July 2022

DEFINITIONS

Except where the context otherwise requires, the following definition shall apply throughout this Circular:

“Act”	: Companies Act, 2016
“Announcement”	: Announcement dated 17 March 2022 in relation to the Proposed Disposal
“Astoca”	: Astoca (M) Sdn Bhd (200901005645 (848591-H)), being the independent valuer for SOSB Inventories and Equipment
“Board”	: Board of Directors of SESB
“BNM”	: Bank Negara Malaysia
“Business Day”	: A day (other than a Saturday, Sunday or public holiday) on which banks are generally open for business in Jakarta, Singapore and Malaysia
“Bursa Depository”	: Bursa Malaysia Depository Sdn Bhd (198701006854 (165570-W))
“Bursa Securities”	: Bursa Malaysia Securities Berhad (200301033577 (635998-W))
“CBRE WTW”	: C H Williams Talhar & Wong Sdn Bhd (197401001098 (18149-U)), being the independent valuer for Dataran Prima Property
“Circular”	: This circular to the shareholders of our Company in relation to the Proposed Disposal dated 21 July 2022
“CMS”	: Cahya Mata Sarawak Berhad (197401003655 (21076-T))
“Conditions”	: The conditions precedent to the Proposed Disposal as set out in Appendix I
“COVID-19”	: Coronavirus disease 2019, an infectious disease which is a global pandemic
“Dasar Panduan Disposal”	: Proposed disposal of 48% equity interest in Scomi KMC held by DPSB, which shall be acquired by a party to be identified by SPV 1 for a nominal cash consideration of RM1
“Dataran Prima Property”	: A unit of 5-storey shop office in No. 1-1, Block C1, Jalan PJU 1/41, Dataran Prima, 47301 Petaling Jaya, Selangor, identified as premises used by our Company as office
“Director”	: Shall have the meaning given in Section 2(1) of the Capital Markets and Services Act 2007 and includes any person who is or was within the preceding 6 months of the date on which terms of the transaction were agreed upon, a Director of our Company (or any other company which is its subsidiary or holding company) or chief executive officer of our Company, its subsidiaries or holding company
“Disposal Agreements”	: Collectively, SPA 1, SPA 2, SPA 3, SPA 4 and SPA 5
“Disposal Consideration”	: The aggregate disposal consideration for the Proposed Disposal of RM21,000,001 to be satisfied in cash
“DPSB”	: Dasar Panduan Sdn Bhd (200701024056 (782074-H))

DEFINITIONS (Cont'd)

"EGM"	: Extraordinary general meeting
"EPS"	: Earnings per share
"Falcon"	: Falcon Residences Sdn Bhd (201701010146 (1224311-V))
"FPE"	: Financial period ended
"FYE"	: Financial year ended
"GOP Johor"	: Continental Wire Cloth (Malaysia) Sdn Bhd (formerly known as Global Oilfield Products Sdn Bhd) (201501027886 (1153210-V)), a 25% owned associate of SOSB
"Independent Advice Letter"	: Independent advice letter from QuantePhi dated 21 July 2022 to the non-interested Directors and shareholders in relation to the Proposed Disposal
"Identified Assets"	: Collectively, Dataran Prima Property and SOSB Inventories and Equipment
"Identified Companies"	: Collectively, SOPPL, Scomi EI, KMCOB, Vibratherm, SOPL, SOALCS, KOB, SOSB and SPSB, being the 9 subsidiaries of SOL to be acquired by Falcon pursuant to the Proposed Identified Companies Disposal
"In-Scope Companies"	: Collectively, SOCL, SOAL, SOOL, SOT, SOSPL, Wasco, KMC Oiltools, PTSO and SORL, being the 9 subsidiaries to be remained with SOL Group upon completion of the Proposed Disposal
"KMCOB"	: KMCOB Capital Berhad (200601026678 (746433-M)), a wholly owned subsidiary of SOL
"KMC Oiltools"	: KMC Oiltools India Private Ltd, a wholly owned subsidiary of SOSPL
"KOB"	: KMC Oiltools BV, a wholly owned subsidiary of SOL
"KOC Contracts"	: Contracts between SOSB and Kuwait Oil Company dated 31 January 2019 for the provision of mud products and mud engineering services for deep drilling, and that dated 4 February 2019 for the provision of mud products and mud engineering services for development drilling
"LAT"	: Loss after tax
"Listing Requirements"	: Main Market Listing Requirements of Bursa Securities
"LPD"	: 30 June 2022, being the latest practicable date prior to printing this Circular
"LPS"	: Loss per share
"LTD"	: 16 March 2022, being the latest practicable date prior to the date of the Disposal Agreements
"M & A Securities" or "Principal Adviser"	: M & A Securities Sdn Bhd (197301001503 (15017-H))

DEFINITIONS (Cont'd)

- "Major Shareholder" : A person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon, has an interest or interests in one or more voting shares in SESB (or any other company which is its subsidiary or holding company) and the number or aggregate number of those shares, is:
- (a) 10% or more of the total number of voting shares in SESB; or
 - (b) 5% or more of the total number of voting shares in SESB where such person is the largest shareholder of SESB.
- For the purpose of this definition, "interest in shares" has the meaning given in Section 8 of the Act
- "NA" : Net assets
- "NBV" : Net book value
- "NL" : Net liabilities
- "Party(ies)" : Buyer and/or seller, collectively or individually, where the context so requires
- "PAT" : Profit after tax
- "Proposed Disposal" : Collectively, Proposed SESB Disposals, Proposed SOSB Disposals, Proposed Property Disposal, Proposed Inventories and Equipment Disposal and Proposed Identified Companies Disposal
- "Proposed SESB Disposals" : Proposed disposal by our Company of our 48% equity interest held in Scomi KMC and 100% equity interest held in SOL (together with the In-Scope Companies) to SPV 1 for a cash consideration of RM13,505,000
- "Proposed SOSB Disposals" : Proposed disposal by SOSB of its 4% equity interest (together with the entire 25,000,000 RPS) in Scomi KMC, 25% interest in SOG Kuwait and 25% interest in GOP Johor to SPV 2 for a cash consideration of RM2,600,001
- "Proposed Property Disposal" : Proposed disposal by SOSB of the Dataran Prima Property to SPV 2 for a cash consideration of RM3,000,000
- "Proposed Inventories and Equipment Disposal" : Proposed disposal by SOSB of the SOSB Inventories and Equipment to SPV 2 for a cash consideration of RM1,894,999
- "Proposed Identified Companies Disposal" : Proposed disposal by SOL of its 100% equity interest in the Identified Companies (as defined in Section 2 herein) to Falcon for a nominal cash consideration of RM1
- "PTSO" : PT Scomi Oiltools (Indonesia), a 95% owned subsidiary of SOSPL
- "QuantePhi" or "Independent Adviser" : QuantePhi Sdn Bhd (201101037439 (965573-T)), being the independent adviser to our shareholders for the Proposed Disposal
- "Receiver & Manager" : Mr Lim Keng Peo of Deloitte Corporate Solutions Sdn Bhd, the receiver and manager appointed by the Security Agent on 1 September 2021 over the assets and undertakings of SOSB

DEFINITIONS (Cont'd)

"Record of Depositors"	: A record of securities holders established and maintained by Bursa Depository under the rules of depository
"RM" and "sen"	: Ringgit Malaysia and sen, respectively
"RPS"	: Redeemable preference shares
"Scomi EI"	: Scomi Equipment Inc, a wholly owned subsidiary of SOL
"Scomi KMC"	: Scomi KMC Sdn Bhd (200701003079 (761077-H))
"Secured Lenders"	: Collectively Danajamin Nasional Berhad (200901011656 (854686-K)), Malayan Banking Berhad (196001000142 (3813-K)), OCBC Bank (Malaysia) Berhad, OCBC Bank (Malaysia) Berhad (<i>as Swap providers</i>), Hong Leong Investment Bank Berhad (197001000928 (10209-W)), CIMB Bank Berhad (197201001799 (13491-P)) and Al Rajhi Banking & Investment Corporation (Malaysia) Bhd (200501036909 (719057-X))
"Security Agent"	: OCBC Bank (Malaysia) Berhad (199401009721 (295400-W))
"SESB" or "Company"	: Scomi Energy Services Bhd (199601025627 (397979-A))
"SESB Group" or "Group"	: SESB and our subsidiaries
"SESB Share(s)" or "Share(s)"	: Ordinary share(s) in SESB
"SOAL"	: Scomi Oiltools (Africa) Ltd (Cayman Islands), a wholly owned subsidiary of SOL
"SOALCS"	: Scomi Oiltools Africa Ltd Congo (Sarlu), a wholly owned subsidiary of SOAL
"SOCL"	: Scomi Oiltools (Cayman) Ltd, a wholly owned subsidiary of SOL
"SOG Kuwait"	: Scomi Oiltools Gulf W.L.L., a 25% owned associate of SOSB
"SOL"	: Scomi Oilfield Limited (39717), a wholly owned subsidiary of our Company
"SOL Group"	: SOL and its subsidiaries
"SOPL"	Scomi Oiltools Pty Ltd, a wholly owned subsidiary of SOL
"SOPPL"	: Scomi Oiltools Pakistan (Pvt) Ltd, a wholly owned subsidiary of SOL
"SOOL"	: Scomi Oiltools Oman LLC, a 51% owned subsidiary of SOL
"SORL"	: Scomi Oiltools (Russia) LLC, a wholly owned subsidiary of SOSPL
"SOSB"	: Scomi Oiltools Sdn Bhd (In Receivership) (198201002009 (81755-D)), a wholly-owned subsidiary of SOL
"SOSB Inventories and Equipment"	: All the inventories and equipment of SOSB as at LPD
"SOSPL"	: Scomi Oiltools (S) Pte Ltd, a wholly owned subsidiary of SOL

DEFINITIONS (Cont'd)

"SOT"	: Scomi Oiltools (Thailand) Ltd, a wholly owned subsidiary of SOL
"SPA 1"	: Conditional sale and purchase agreement dated 17 March 2022 entered into between our Company and SPV 1 for the Proposed SESB Disposals
"SPA 2"	: Conditional share sale agreement dated 17 March 2022 entered into between SOSB and SPV 2 for the Proposed SOSB Disposals
"SPA 3"	: Conditional sale and purchase agreement dated 17 March 2022 entered into between our SOSB and SPV 2 for the Proposed Property Disposal
"SPA 4"	: Conditional asset purchase agreement dated 17 March 2022 entered into between SOSB and SPV 2 for the Proposed Inventories and Equipment Disposal
"SPA 5"	: Conditional share sale agreement dated 17 March 2022 entered into between SOL and Falcon for the Proposed Identified Companies Disposal
"SPSB"	: Scomi Platinum Sdn Bhd (201401014019 (1090105-W)), a 50% joint venture of SOSB
"SPV 1"	: Cahya Mata Oiltools Sdn Bhd (202201000343 (1446040-U)), a 75% owned subsidiary of CMS
"SPV 2"	: Oiltools International Sdn Bhd (202201000431 (1446128-T)), a wholly owned subsidiary of SPV 1
"US"	: The United States of America
"USD"	: United States Dollar
"Wasco"	: WASCO Oil Services Company Nigeria Limited, a 60% owned subsidiary of SOAL
"Vendors"	: Collectively, our Company, SOSB and SOL
"Vibratherm"	: Vibratherm Limited, a 50% owned subsidiary of SOL
"VWAMP"	: Volume weighted average market price

All references to "we", "us", "our" and "ourselves" in this Circular are our Company and our subsidiaries save where the context otherwise requires, and to "you" or "your" are to the shareholders of our Company.

Any reference in this Circular to any enactment, statute, rules, regulations or rules of Bursa Securities is a reference to such enactment, statute, rules, regulations or rules of Bursa Securities currently in force and as may be amended from time to time and any re-enactment thereof.

Words incorporating the singular shall, where applicable, include the plural and vice versa and words incorporating the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. Any reference to a time of day in this Circular shall be a reference to Malaysian time, unless otherwise specified.

For the purpose of this Circular, all references to a time of day shall be a reference to Malaysian time unless otherwise stated. Unless otherwise stated, the following foreign exchange rates are utilised throughout this Circular:

USD1.00 : RM4.1975 (based on the middle exchange rate on LTD, published by BNM)

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EXECUTIVE SUMMARY

THIS EXECUTIVE SUMMARY HIGHLIGHTS THE SALIENT INFORMATION OF THE PROPOSED DISPOSAL. YOU ARE ADVISED TO READ THE CIRCULAR, THE INDEPENDENT ADVICE LETTER, AND THE APPENDICES FOR FURTHER DETAILS AND NOT TO SOLELY RELY ON THIS EXECUTIVE SUMMARY IN FORMING A DECISION ON THE PROPOSED DISPOSAL BEFORE VOTING AT THE FORTHCOMING EGM OF OUR COMPANY.

Our Board is recommending you to vote **IN FAVOUR** of the resolution relating to the Proposed Disposal to be tabled at the forthcoming EGM.

Key information	Summary	Reference to Circular
Summary of the Proposed Disposal	<p>: The Proposed Disposal entails the following:</p> <ul style="list-style-type: none">(a) disposal by SESB of its 48% equity interest in Scomi KMC and 100% equity interest in SOL (together with the In-Scope Companies) to SPV 1; and(b) disposal by SOSB of its 4% equity interest (together with the entire 25,000,000 RPS) in Scomi KMC, 25% interest in SOG Kuwait and 25% interest in GOP Johor, the Dataran Prima Property and SOSB Inventories and Equipment to SPV 2 <p>for a total cash consideration of RM21,000,000; and</p> <ul style="list-style-type: none">(c) disposal by SOL of its 100% equity interest in the Identified Companies to Falcon for a nominal cash consideration of RM1. <p>The Proposed Disposal is deemed as a major disposal pursuant to Paragraph 10.11A of the Listing Requirements as it involves the disposal of substantially all of our Company's assets which may result in our Company being no longer suitable for continued listing on the Official List of Bursa Securities</p>	Section 2
Rationale	<p>: The Board expects the Proposed Disposal will relieve the current situation of our Group in following manner:</p> <ul style="list-style-type: none">(a) The Proposed Disposal would result in a one-off pro forma gain of RM134.0 million to our Company;(b) The Disposal Consideration will enable our Company to fully resolve the indebtedness due to our Secured Lenders via a one-time debt waiver of approximately RM122.1 million, and benefit from pro forma interest savings of approximately RM10.0 million per annum calculated based on an effective interest rate of 7.8% per annum;(c) The Proposed Disposal will allow our Company to formulate a comprehensive regularisation plan, for instance, a potential injection of new viable business by a white knight into our Group; and(d) It enhances shareholders' value as compared to a liquidation scenario as well as being delisted from the Bursa Securities.	Section 3

EXECUTIVE SUMMARY (Cont'd)

Risk factors : If any of the Conditions is not satisfied by the vendor by the cut-off date (as stated in each sale and purchase agreement / share sale agreement / asset purchase agreement in Appendix I), or waived by the purchaser, the purchaser may at its sole discretion, terminate the sale and purchase agreement / share sale agreement / asset purchase agreement. **Section 4**

Our Company will take all reasonable steps to ensure that the Conditions are met by the cut-off date to facilitate the Proposed Disposal. Nonetheless, there can be no assurance that the Disposal Agreements will not be terminated through the non-fulfillment of the Conditions.

Approvals required : The Proposed Disposal is conditional upon the following: **Section 6**

- (a) approval of our shareholders at an EGM to be convened;
- (b) approval of the Secured Lenders pursuant to a Proposed Scheme of Arrangement under Section 366 of the Act; and
- (c) all relevant approvals, consents or waivers from any other third party, if required.

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PART A

**LETTER TO OUR SHAREHOLDERS
IN RELATION TO THE PROPOSED DISPOSAL**



SCOMI ENERGY SERVICES BHD

Registration no. 199601025627 (397979-A)
(Incorporated in Malaysia)

Registered Office:
No. 2-1, Jalan Sri Hartamas 8
Sri Hartamas
50480 Kuala Lumpur
Wilayah Persekutuan Kuala Lumpur
Malaysia

21 July 2022

Board of Directors:

YM Raja Ahmad Murad bin Raja Bahrin (*Independent Non-Executive Chairman*)
Amirul Azhar bin Baharom (*Executive Director*)
Wong Mun Keong (*Non-Independent Non-Executive Director*)
Aminodin bin Ismail (*Non-Independent Non-Executive Director*)
Ruziah binti Mohd Amin (*Independent Non-Executive Director*)

Dear Shareholders,

PROPOSED DISPOSAL

1. INTRODUCTION

On behalf of our Board, M & A Securities had on 17 March 2022, announced that our Company, SOL and SOSB had on the same day, entered into the Disposal Agreements for the Proposed Disposal as follows:

- (a) SPA 1 between our Company and SPV 1, a 75% owned subsidiary of CMS for the disposal by our Company of our 48% equity interest in Scomi KMC and 100% equity interest in SOL (together with the In-Scope Companies) to SPV 1 for a cash consideration of RM13,505,000;
- (b) SPA 2 between SOSB and SPV 2 for the disposal by SOSB of 4% equity interest (together with the entire 25,000,000 RPS) in Scomi KMC, 25% equity interest in SOG Kuwait and 25% equity interest in GOP Johor to SPV 2 for a cash consideration of RM2,600,001;
- (c) SPA 3 between SOSB and SPV 2 for the disposal by SOSB of Dataran Prima Property to SPV 2 for a cash consideration of RM3,000,000;
- (d) SPA 4 between SOSB and SPV 2 for the disposal by SOSB of SOSB Inventories and Equipment to SPV 2 for a cash consideration of RM1,894,999; and
- (e) SPA 5 between SOL and Falcon for the disposal by SOL of 100% equity interest in the Identified Companies to Falcon for a nominal cash consideration of RM1.

The Proposed Disposal is deemed as a major disposal pursuant to Paragraph 10.11A of the Listing Requirements as it involves the disposal of substantially all of our Company's assets which may result in our Company being no longer suitable for continued listing on the Official List of Bursa Securities.

Further details of the Proposed Disposal are set out in the ensuing sections.

THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE YOU WITH THE RELEVANT INFORMATION ON THE PROPOSED DISPOSAL AND TO SEEK YOUR APPROVAL FOR THE RESOLUTION PERTAINING TO THE PROPOSED DISPOSAL TO BE TABLED AT OUR FORTHCOMING EGM. THE NOTICE OF EGM AND THE PROXY FORM ARE ENCLOSED IN THIS CIRCULAR.

YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR INCLUDING THE INDEPENDENT ADVICE LETTER BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED DISPOSAL TO BE TABLED AT OUR FORTHCOMING EGM.

2. DETAILS OF THE PROPOSED DISPOSAL

The Proposed Disposal entails the following:

- (a) disposal by our Company of our 48% equity interest in Scomi KMC and 100% equity interest in SOL (together with the In-Scope Companies) to SPV 1; and
- (b) disposal by SOSB of its 4% equity interest (together with the entire 25,000,000 RPS) in Scomi KMC, 25% interest in SOG Kuwait and 25% interest in GOP Johor, Dataran Prima Property and SOSB Inventories and Equipment to SPV 2;

for a total cash consideration of RM21,000,001;
- (c) disposal by SOL of its 100% equity interest in the Identified Companies to Falcon for a nominal cash consideration of RM1.

In relation to (a) above, the In-Scope Companies to be acquired by SPV 1 to form part of the SOL group are follows:

	In-Scope Companies	Shareholder	Equity Interest (%)
(i)	SOCL	SOL	100
(ii)	SOAL	SOL	100
(iii)	SOOL	SOL	51
(iv)	SOT	SOL	100
(v)	SOSPL	SOL	100
(vi)	WASCO	SOAL	60
(vii)	KMC Oiltools	SOSPL	100
(viii)	PTSO	SOSPL	95
(ix)	SORL	SOSPL	100

In addition to the above, and concurrent with the Proposed SESB Disposals, SOL shall also dispose its equity interest in the following Identified Companies to Falcon such that on completion of the Proposed SESB Disposals, SOL will only hold the In-Scope Companies:

	Identified Companies	Shareholder	Equity Interest (%)
(i)	SOPPL	SOL	100
(ii)	Scomi EI	SOL	100
(iii)	KMCOB	SOL	100
(iv)	Vibratherm	SOL	50
(v)	SOPL	SOL	100
(vi)	SOALCS	SOAL	100
(vii)	KOB	SOL	100
(viii)	SOSB	SOL	100
(ix)	SPSB	SOSB	50

Separate from our Company, the remaining 48% of Scomi KMC held by DPSB shall be acquired by a party to be identified by SPV 1 for a nominal cash consideration of RM1. This is in view of the 48,000 Scomi KMC shares, representing 48.0% in Scomi KMC being originally acquired by DPSB from Scomi Group Berhad and Scomi Oiltools Sdn Bhd in November 2008 at a nominal sum of RM 1 per Scomi KMC share. As part of the terms of the SPA 1, DPSB will deliver a duly executed share transfer form to SPV 1 to effect the above transfer of shares to the identified party. As such, this disposal by DPSB is inter-conditional with the Proposed Disposal.

Separately, the disposal of 25% equity interest in GOP Johor is subject to the following being obtained:

- (a) SOSB shall take steps to obtain the waiver from United Investments JVP, LLC (being the other shareholder of GOP Johor) ("**GOP Other Shareholder**") of the right of first refusal to acquire the 125,000 ordinary shares in GOP Johor ("**GOP Johor Sale Shares**") ("**Waiver of ROFR**"). SOSB shall promptly notify and furnish documentary evidence (where appropriate) to SPV 2 in relation to the Waiver of ROFR (including a failure to obtain the Waiver of ROFR).
- (b) In the event that, before the SPA 2 Completion Date, the Waiver of ROFR is not obtained:
 - (i) SPA 2 shall proceed to SPA 2 Completion (as defined hereinafter) as if the GOP Johor Sale Shares do not form part of the Sale Shares under SPA 2 (and the relevant provisions in SPA 2 relating to the GOP Johor Sale Shares shall cease to be applicable); and
 - (ii) the SPA 2 Purchase Price shall be reduced by RM600,000 (on the basis of the purchase consideration of the GOP Johor Sale Shares as disclosed in Section 2.2) and the SPA 2 Balance Purchase Price to be paid by SPV 2 on the SPA 2 Completion Date shall be reduced to RM1,740,001.

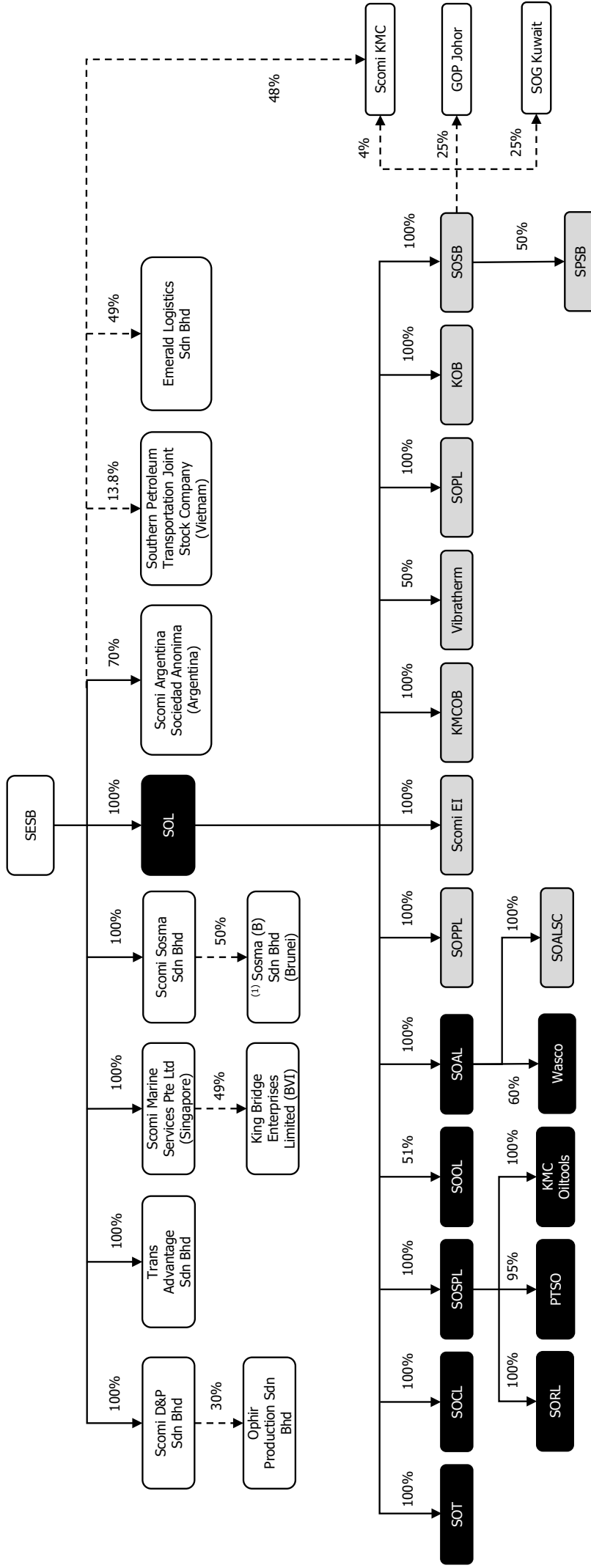
Based on the foregoing, the Proposed Disposal together with the Dasar Panduan Disposal is deemed as an effective disposal of the entire SOL Group.

The Disposal Agreements were executed with the relevant parties to give effect to the Proposed Disposal. As SOSB is currently under receivership, SPA 2, SPA 3 and SPA 4 were executed by the Receiver and Manager on behalf of SOSB.

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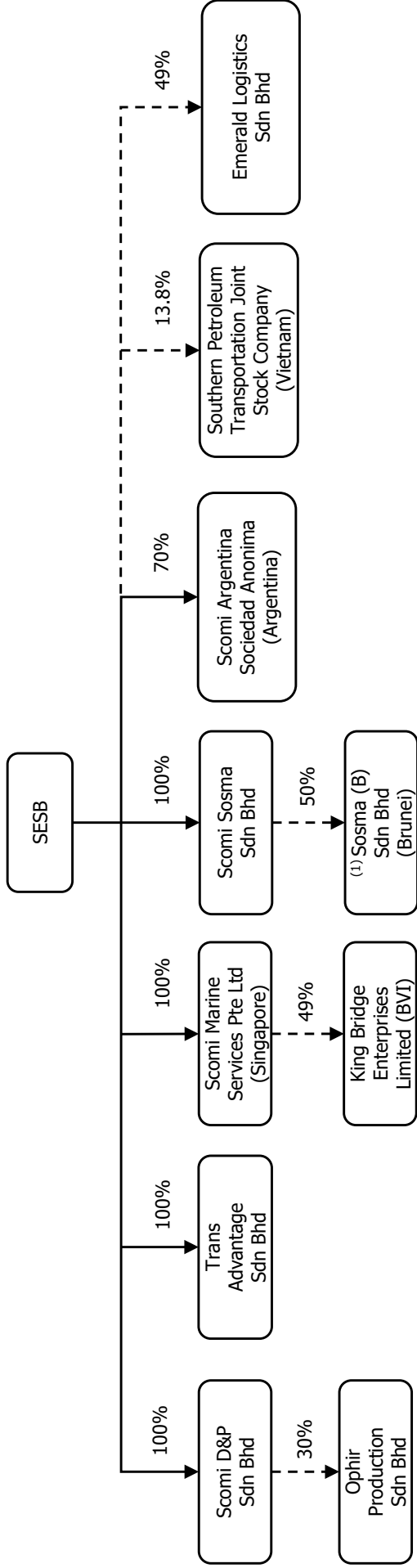
As at LPD, the corporate structure of our Group before and after the Proposed Disposal are as follows:

Before Proposed Disposal



As at LPD, the corporate structure of our Group before and after the Proposed Disposal are as follows:

After Proposed Disposal



Note:

(1) The company was dissolved on 16 October 2015. Prior to dissolution, the company was dormant.

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2.1 Background information on equity interest and/or assets to be disposed under Proposed Disposal

2.1.1 Details of Scomi KMC

Scomi KMC is a private limited company incorporated on 30 January 2007 under the laws of Malaysia and commenced operations since its incorporation. Scomi KMC is not listed on any stock exchange.

Scomi KMC is principally involved in the provision of engineering services, rental of equipment and sale of a wide range of specialised chemicals to the oil and gas industry. Scomi KMC holds a Petronas licence which enables it to tender for Petronas and other production sharing contractors' projects undertaken in Malaysia.

As at LPD, Scomi KMC has an issued share capital of RM25,100,000 comprising 100,000 ordinary shares and 25,000,000 RPS.

The salient terms of the Scomi KMC RPS are as follows:

- (a) The right to receive dividends on Scomi KMC RPS are in priority to other classes of shares of Scomi KMC;
- (b) Scomi KMC RPS carries the rights to a preferential dividend at a rate determined by the directors of Scomi KMC which shall not exceed 80% of the distributable profit in a financial year end and which shall be no less than the rate at which dividend, if any, is declared in respect of Scomi KMC ordinary shares provided that no dividend shall be declared and/or paid on ordinary shares of Scomi KMC in any financial year unless dividend on the RPS shall have been paid in that financial year;
- (c) The dividends payable are non-cumulative;
- (d) Scomi KMC RPS ranks ahead of Scomi KMC ordinary shares and where applicable, other classes of shares of Scomi KMC in the payment of capital and rank *pari passu* in participation in surplus assets in the event set out in (e) below;
- (e) Upon liquidation of Scomi KMC, the holders of Scomi KMC RPS shall be entitled to payment on return of capital in accordance to item (d) above and in priority to any payment to the holders of Scomi KMC ordinary shares and other classes of shares in the following order of priority:
 - (i) Repayment in full of the nominal value of Scomi KMC RPS;
 - (ii) Payment of an amount equal to the difference between the nominal amount of Scomi KMC RPS and the redemption price;
- (f) Scomi KMC shall have the right at any time and from time to time to redeem all or some of Scomi KMC RPS by issuance of notice of redemption to the holders of the Scomi KMC RPS. The redemption price for the Scomi KMC RPS is RM1.00 for every RM0.10 nominal value of Scomi KMC RPS;
- (g) The holders of Scomi KMC RPS shall not have the right to vote in general meeting of shareholders of Scomi KMC unless the business of the meeting includes the consideration of resolutions for reducing share capital of Scomi KMC, winding-up of Scomi KMC, alternation of the objects or Articles of Association of Scomi KMC, further issue of ordinary or preference shares and disposal of a substantial portion of the property and/or business of Scomi KMC; and
- (h) The holders of the Scomi KMC RPS shall be at liberty to transfer the Scomi KMC RPS, in part or in whole, in accordance with Articles of Association of Scomi KMC.

Scomi KMC does not have any principal asset as at LPD.

Scomi KMC is a subsidiary of our Group whereby our Group holds 52% effective interest of which 48% is directly held by our Company and 4% is held by SOSB. The remaining 48% equity interest in Scomi KMC is held by DPSB.

As at LPD, Scomi KMC has 1 Director as follows:

Director	Direct		Indirect	
	No. of Scomi KMC shares	%	No. of Scomi KMC shares	%
Shyawalludien bin Mahmad	-	-	-	-

Further information on Scomi KMC is set out in Appendix II of this Circular.

2.1.2 Details of DPSB

DPSB is a private limited company incorporated on 23 July 2007 under the laws of Malaysia with an authorised share capital of RM100,000 divided into 100,000 ordinary shares out of which 48,002 ordinary shares have been issued and fully paid up. DPSB is not listed on any stock exchange.

DPSB has not commenced operation since the date of incorporation.

Scomi Group Berhad and SOSB had on 4 November 2008, disposed 47,000 ordinary shares and 1,000 ordinary shares, respectively to DPSB, in order to meet the minimum Bumiputera equity requirements (51% Bumiputera participation in board of the directors of the company) for the application of Petronas licence pursuant to the Petronas' General Guidelines for License and Registration Applications.

As at LPD, DPSB has a total issued and paid-up capital of RM48,002 comprising 48,002 shares.

As at LPD, the Directors of DPSB are as follows:

Director	Direct		Indirect	
	No. of DPSB shares	% DPSB shares	No. of	%
Aminuddin Bin Omar Azaddin	24,001	50.0	-	-
Mohamed Harny Bin Yusoff	24,001	50.0	-	-

2.1.3 Details of SOL

SOL is a limited liability company incorporated on 6 March 2007 under the laws of Islands of Bermuda and commenced operations since its incorporation. SOL is not listed on any stock exchange.

SOL is an investment holding company with subsidiaries mainly involved in the provision of drilling fluids and drilling waste management services. SOL Group presently operates in 15 countries worldwide. For FYE 30 June 2021, 15.9% of its revenue is generated locally, and the remaining 84.1% is generated overseas.

The principal assets of SOL Group are its drilling waste management equipment, which collectively accounted for 82% of the total assets of SOL group as at 30 June 2021. As at 30 June 2021, these drilling waste management equipment comprise mainly shakers, centrifuges, spin dryer, mud coolers, filtration and generator sets.

As at LPD, SOL has a total issued and paid-up capital of USD25,245,314 comprising 25,245,314 shares as follows:

Category of shares	No. of shares
Ordinary shares	14,255,664
Class A preference shares (" Preference Shares A ")	968,910
Class B preference shares (" Preference Shares B ")	10,000,000
Class C preference shares (" Preference Shares C ")	20,740
	25,245,314

The salient terms of the Preference Shares A, Preference Shares B and Preference Shares C are as follows:

- (a) the holders of Preference Shares A are entitled to, after payment of the amounts due on Preference Shares B, in the event of liquidation of SOL or upon a reduction or reduction of capital, to a return of their USD1 par value together with a premium of USD30.22 per Preference Share A;
- (b) the holders of Preference Shares B are entitled on first priority basis, in the event of a liquidation of SOL or upon a reduction or return of capital, to a return of their USD1 par value together with a premium of USD2 per Preference Share B;
- (c) the holders of Preference Shares C are entitled, after payment of the amounts due to the holders of Preference Shares B and Preference Shares A, in the event of the liquidation of SOL or upon a reduction or return of capital, to a return of their USD1 par value together with a premium of USD9 per Preference Share C;
- (d) the holders of Preference Shares A, Preference Shares B and Preference Share have no rights or entitlement to redemption;
- (e) the holders of Preference Shares A, Preference Shares B and Preference Shares C are not entitled upon any resolution other than a resolution for winding up of SOL or reducing its share capital or a resolution directly or adversely varying or abrogating any of the special rights attached to Preference Shares A, Preference Shares B and Preference Shares C; and
- (f) the Preference Shares A, Preference Shares B and Preference Share C may be issued or converted into shares (at a determinable date or at the option of SOL or the holders) that are liable to be redeemed on such terms and in the manner as may be determined by the directors of SOL (before the issue or conversion).

SOL is a wholly-owned subsidiary of our Company. As at LPD, the Directors of SOL are as follows:

Director	Direct		Indirect	
	No. of SOL shares	%	No. of SOL shares	%
Amirul Azhar bin Baharom	-	-	-	-
Goh Say Jauw	-	-	-	-

Further information on SOL is set out in Appendix IV of this Circular.

2.1.4 Details of GOP Johor

GOP Johor is a private limited company incorporated on 28 July 2015 under the laws of Malaysia and commenced operations since its incorporation.

GOP Johor is our indirect associate company, is principally involved in the manufacturing of shale shaker screens for the oil and gas industry.

The details of the shareholders of GOP Johor as at LPD are as below:

Shareholder	Direct		Indirect	
	No. of GOP Johor shares	%	No. of GOP Johor shares	%
United Investments JVP, LLC	375,000	75.0	-	-
SOSB	125,000	25.0	-	-
	500,000	100.0	-	-

As at LPD, GOP Johor has a total issued and paid-up capital of RM500,000 comprising 500,000 shares.

GOP Johor is an associate of SOSB. As at LPD, the Directors of GOP Johor are as follows:

Director	Direct		Indirect	
	No. of GOP Johor shares	%	No. of GOP Johor shares	%
George Martinez	-	-	-	-
Matthew Christopher Lopez	-	-	-	-
Goh Say Jauw	-	-	-	-

Further information on GOP Johor is set out in Appendix III of this Circular.

2.1.5 Details of SOG Kuwait

SOG Kuwait is a Kuwaiti limited liability company incorporated on 3 February 2019 under the laws of Kuwait and commenced operations since its incorporation.

The company is principally involved in producing and supplying oil drilling materials, and operating and servicing oil and gas facilities.

SOSB, which owns 25% equity interest in SOG Kuwait, had entered into contracts with Kuwait Oil Company dated 31 January 2019 for the provision of mud products and mud engineering services for deep drilling, and dated 4 February 2019 for the provision of mud products and mud engineering services for development drilling, i.e. KOC Contracts.

The details of the shareholders of SOG Kuwait as at LPD are as below:

Shareholder	Direct		Indirect	
	No. of SOG Kuwait shares	%	No. of SOG Kuwait shares	%
National Industries Company	65	65.0	-	-
Abraaj Energy Company for General Trading and Contracting	10	10.0	-	-
SOSB	25	25.0	-	-
	100	100.0	-	-

As at LPD, SOG Kuwait has a total issued and paid-up capital of KWD1,000 comprising 100 shares.

SOG Kuwait is an associate of SOSB. SOG Kuwait does not have a board of directors and it is led by a supervisory management. The supervisory management is appointed by the shareholders of the company.

As at LPD, the supervisory management of SOG Kuwait are as follows:

	Direct		Indirect	
	No. of SOG Kuwait shares	%	No. of SOG Kuwait shares	%
Supervisory Management				
Norasazly Taha (General Manager)	-	-	-	-

Further information on SOG Kuwait is set out in Appendix III of this Circular.

2.1.6 Details of the Dataran Prima Property and SOSB Inventories and Equipment

The Identified Assets, being the Dataran Prima Property and SOSB Inventories and Equipment are owned by SOSB and are presently subject to security interest under the debenture created by SOSB dated 18 November 2013 in favour of Security Agent. The Security Agent had on 1 September 2021, appointed Receiver and Manager over the assets and undertakings of SOSB.

Details of the Identified Assets are as follows:

(a) Dataran Prima Property

Registered owner	SOSB
Tenure	Term in perpetuity
Title particulars	Geran 46494, Lot 42410 Pekan Cempaka, Daerah Petaling, Negeri Selangor (formerly known as PT 42410 H.S.(D) 135924 part of Geran 35997 Lot 102 Geran 40176 Lot 15386 and Geran 43061 Lot 15386, Mukim of Sungai Buloh, Daerah Petaling, Negeri Selangor
Postal address	No. 1-1, Block C1, Jalan PJU 1/41, Dataran Prima, 47301 Petaling Jaya, Selangor
Built-up area	11,755 square feet
Description	5-storey shop office, all of which are used by our Company for office purposes
Category of property use	Commercial
Express condition	Nil
Age of building	24 years
Encumbrances	Nil
Restriction in interest	Nil
Endorsement	Nil
NBV as at 30 June 2021 (RM'000)	Nil (fully depreciated)
Valuer	CBRE WTW
Date of valuation	29 September 2021
Method of valuation	Comparison method

Our Board wishes to inform that the Receiver and Manager has engaged CBRE | WTW as the independent valuer to conduct a valuation of the Dataran Prima Property. The independent valuer has appraised the property at the range of RM2.8 million to RM3.5 million, using the comparison method and counterchecked with the forced sale value of the Dataran Prima Property. The comparison approach was used as it entails the analysis of recent transactions and asking prices of similar properties in and around the locality for comparison purposes, with adjustments made for differences in location,

time, size, level, tenure, title restrictions if any and other relevant characteristics to arrive at the market value.

(b) SOSB Inventories and Equipment

SOSB Inventories and Equipment are categorised into 3 main groups (i.e. Rental Equipment, Plant and Machinery and Inventories); details as follows:

	<u>Asset category</u>	<u>Asset composition</u>	Audited NBV as at 30 June 2021 (RM)
(i)	Rental Equipment	Pump, skimmer tanks, complex cartridges, control panels and geared motors	3,008,070
(ii)	Plant and Machinery	Viscometers, silos, foundations, testing kits and refurbishments	156,930
(iii)	Inventories	Consumables, spare parts and chemicals for industrial usage	9,451,045
			<u>12,616,045</u>

The Receiver and Manager has engaged Astoca as the independent valuer to conduct a valuation on the SOSB Inventories and Equipment based on the cost and sales comparison approach, on the basis that equipment and inventory is to standard specifications and sold openly in the local market. As a countercheck, the forced sale values of the SOSB Inventories and Equipment are used in comparison. Based on the independent valuer’s appraisal, the fair value of SOSB Inventories and Equipment is ascribed at RM1.9 million as at 30 September 2021 (the date of appraisal).

2.2 Basis and justification for the Disposal Consideration

The Disposal Consideration was agreed by the parties including the Receiver and Manager on a “willing-buyer-willing-seller” basis, after taking into consideration, amongst others, the following:

- (a) the historical financial results and position of Scomi KMC for the 15-month FPE (“**15M-FPE**”) 30 June 2019 and FYE 30 June 2020 to 2021 as follows:

	Audited		
	15M-FPE 30 June 2019	FYE 30 June 2020	FYE 30 June 2021
	RM’000	RM’000	RM’000
Revenue	63,926	18,768	36,632
PAT / (LAT) attributable to owners of the company	(4,314)	(7,533)	1,024
NA attributable to owners of SOSB	36,591	29,058	30,082

- (b) the historical financial results and position of SOL for the 15M-FPE 30 June 2020 and FYE 30 June 2020 to 2021 as follows:

	Audited		
	⁽¹⁾15M-FPE 30 June 2019	FYE 30 June 2020	FYE 30 June 2021
	USD’000	USD’000	USD’000
Revenue	111,412	76,708	56,687
LAT attributable to owners of the company	(12,099)	(57,035)	(14,820)

	Audited		
	(1)15M-FPE 30 June 2019	FYE 30 June 2020	FYE 30 June 2021
NA / (NL) attributable to owners of the SOL	30,069	(24,367)	(38,608)

- (c) the rationale of the Proposed Disposal as set out in Section 3; and
- (d) the market capitalisation of our Group of RM23.2 million as at 17 March 2022, based on the 5D-VWAMP of our Shares as at 17 March 2022 of RM0.0477 and the outstanding number of 468.3 million our Shares in issue, in view that the Proposed Disposal is an effective disposal of the SOL Group, and we will no longer have any core business thereafter. The Disposal Consideration represents a discount of 9.5% to the market capitalisation of our Group computed in this respect. For reference, as at LPD, the market capitalisation of our Group is RM11.7 million, based on the 5D-VWAMP of our Shares as at LPD of RM0.0250.

The basis of arriving at each individual item of the Disposal Consideration is as follows:

- (a) The disposal consideration for SPA 2 of RM2,600,001 was arrived at, based on a "willing-buyer-willing-seller" basis and is justified after taking into consideration the following:
- (i) RM2,000,000 for the 25.0% equity interest in SOG Kuwait, based on a fair value estimated internally by the Receiver & Manager using a discounted cash flow method mainly based on the future cash flows to be generated from the KOC Contracts up to 2025 (in view of the contract's duration of 5 years beginning 2020), based on the following key bases and assumptions:

Note	Key bases and assumptions	Computation
(aa)	Cost of equity (K_e)	8.8%
(bb)	Risk free rate (R_f)	3.3%
(cc)	Expected market return (R_m)	8.7%
(dd)	Beta (β)	1.03 times
(ee)	Tax rate	15.0%

Notes:

- (aa) The Capital Asset Pricing Model has been adopted to derive the cost of equity (K_e), computed as follows: $K_e = R_f + \beta (R_m - R_f)$. For information purpose, the cost of equity (K_e) is adopted as the discount rate to derive the fair value of 25.0% of SOG Kuwait;
- (bb) Based on 10-year Kuwait treasury bills and bonds rate (*source: <https://www.ceicdata.com/en/kuwait/treasury-bills-and-bonds-rate-average>*);
- (cc) Based on country risk premium as extracted from Bloomberg;
- (dd) Based on the 5-year historical beta of companies that carry similar principal activities with SOG Kuwait (*Source: Bloomberg*). The said beta was un-levered to arrive at a simple average beta, which was then re-levered based on the expected capital structure of oil and gas industry; and
- (ee) Based on the prevailing statutory corporate income tax for SOG Kuwait.
- (ii) RM1 for the 4.0% equity interest in Scomi KMC (together with the entire 25,000,000 RPS), being a minority interest, which is considered non-marketable; and

- (iii) RM600,000 for the 25.0% equity interest in GOP Johor, based on the audited NA value of GOP Johor as at FYE 31 March 2021 of RM3.8 million, and adjusted by the Receiver & Manager based on the estimated net realisable value of its assets including stocks, fixed assets, and trade debtors, resulting in an adjusted NA value of RM2.3 million, 25.0% of which represents RM575,000,
- (b) The disposal consideration for SPA 3 of RM3,000,000 was arrived at, based on a “willing-buyer willing-seller” basis after taking into consideration the market value of Dataran Prima Property, free from all encumbrances and with vacant possession ranges between RM2.8 million and RM3.5 million as ascribed by CBRE | WTW using the comparison approach. The disposal consideration for Dataran Prima Property is within the range of market values ascribed by CBRE | WTW;
- (c) The disposal consideration for SPA 4 of RM1,894,999 was arrived at, based on a “willing-buyer-willing-seller” basis after taking into consideration the market value and the forced sale value of SOSB Inventories and Equipment of RM3,916,198 and RM1,922,538 as ascribed by Astoca, where market value assumes the transaction is entered into at arm’s length, where parties entered into prudently, knowledgeably and without compulsion, whereas forced sale value assumes a restricted timescale for the disposal. The disposal consideration for SOSB Inventories and Equipment represents a discount of RM27,539 or 1.4% below the forced sale value as ascribed by Astoca;
- (d) The disposal consideration for SPA 5 at the nominal value of RM 1 was arrived at, based on a “willing-buyer-willing-seller” basis after taking into consideration the aggregate net liability position of the Identified Companies as at 30 June 2021 of RM52.9 million. Further information on the Identified Companies is set out in Appendix V of this Circular; and
- (e) The disposal consideration for SPA 1 was arrived at, based on a “willing-buyer willing-seller” basis, being the balance amount of RM13,505,000 of the Disposal Consideration, where the Disposal Consideration was arrived at as a whole, after considering the historical earnings of Scomi KMC and SOL Group as explained above, at a discount of 9.5% to the market capitalisation of SESB of RM23.2 million as at 17 March 2022.

After accounting for the items (a) – (d) above, which are individually assessed by the Receiver & Manager, independent valuers or are valued at nominal consideration, the remaining amount of RM13,505,000 represents the remaining portions of the SOL Group not accounted for under SPA 2 to SPA 4 i.e. SOL and the In-Scope Companies, as well as 48.0% of Scomi KMC.

Notwithstanding the individual basis for each item of the Disposal Consideration disclosed above, the Disposal Consideration was considered and negotiated as a whole, and in view of the need to address the Group’s debt obligations to the Secured Lenders arising from the default, failing which the Group faces a liquidation scenario where its companies are liquidated and the Charged Assets (defined hereinafter) are sold leading to the Company being delisted from the Main Market of Bursa Securities, as set out in Section 3. On this basis, our Board is of the view that the Disposal Consideration is justified.

2.3 Salient terms of the Disposal Agreements

The salient terms and conditions of the Disposal Agreements are set out in Appendix I herein.

2.4 Original costs and dates of investment

Details of the original cost of investment by our Group in Scomi KMC, SOL and the Identified Assets and the dates of investment are as follows:

- (a) Our Company had on 24 July 2012, entered into a conditional share sale agreement with Scomi Group Berhad, to acquire the entire issued and paid-up ordinary and RPS (which have been fully issued and paid-up) in SOL, for a total purchase consideration of RM1,020.0 million. The acquisition of SOL was completed on 11 March 2013. As the acquisition of SOL includes the 4% equity interest in Scomi KMC, its RPS, 25% equity interest in SOG Kuwait, 25% equity interest in GOP Johor and the entire equity interest in the In-Scope Companies and Identified Companies. As such, there is no individually ascribed cost of investment for each of these items therein.;
- (b) Our Company had on 24 July 2012, entered into a conditional share sale agreement with Scomi Group Berhad, to acquire 48,000 ordinary shares and 25,000,000 RPS (which have been fully issued and paid-up) in Scomi KMC, representing 48% of the equity interest in Scomi KMC for a total purchase consideration of RM0.9 million. The acquisition of Scomi KMC was completed on 12 March 2013;
- (c) Dataran Prima Property was acquired by SOSB on 31 October 1999 at a cost of RM2.9 million; and
- (d) SOSB Inventories and Equipment were acquired by SOSB between 1991 to 2019 at a total cost of RM88.9 million.

2.5 Assumption of liabilities or guarantees by SESB

Save as provided in the Disposal Agreements, which are the obligations to meet, among others, the Conditions as set out in Appendix I, there are no liabilities including contingent liabilities and/or guarantees to be assumed by or to remain with our Group, or guarantees to be given by our Group to the purchaser, SOL Group or Scomi KMC, pursuant to the Proposed Disposal.

Please refer to Appendix I of this Circular for further details on the Disposal Agreements.

2.6 Utilisation of proceeds

The Disposal Consideration of RM21.0 million shall be utilised as follows:

Purpose	Timeline	Amount (RM'000)
Repayment of debt facilities ⁽¹⁾	Within 6 months	19,700
Estimated expenses in relation to the Proposed Disposal ⁽²⁾	Immediately	1,300
		21,000

Notes:

- (1) On 12 March 2020, our Group defaulted on the repayment of its guaranteed serial bonds of RM80.4 million which consequently resulted in cross defaults of our Group's other credit facilities. Please refer to Section 3 for further details on the cross defaults.

As at LPD, our total borrowings amount to RM123.4 million. The Disposal Consideration will be used to repay the Secured Lenders, after deducting the transaction costs and receivership costs.

Upon repayment, the Secured Lenders shall be deemed to have waived any remainder of their respective claims against our Group, save for SOSB (in receivership), and to discharge/release all securities and/or guarantees obtained from our Group.

- (2) Mainly comprising fees payable to the Principal Adviser, Independent Adviser, legal and tax advisers, regulatory fees and consultancy fees.

The breakdown of the fees abovementioned are as follows:

No.	Details	RM'000
1.	Finders commission (Approximately 3.0% of the Disposal Consideration)	630
2.	Principal Adviser, Independent Adviser, legal adviser and tax advisers	500
3.	EGM and relevant authority costs	50
4.	Miscellaneous / contingency costs	120
	Total	1,300

For avoidance of doubt, the estimated expenses are paid out of the proceeds of the Proposed Disposal, which are also accounted towards the repayment to the Secured Lenders.

2.7 Information on Purchaser

2.7.1 Information on CMS

CMS was incorporated as a private limited company under the name Cement Manufacturers Sarawak Sdn Bhd on 8 October 1974 in Malaysia. On 22 June 1988, it converted into a public limited company and assumed the name Cement Manufacturers Sarawak Berhad, and on 13 June 1996, it adopted its present name.

CMS was listed on the former Main Board of Kuala Lumpur Stock Exchange (currently known as Main Market of Bursa Securities) on 2 February 1989.

CMS is an investment holding company. Through its subsidiaries, CMS group is principally engaged in the manufacturing and trading of cement and construction materials, construction, road maintenance, township, property and infrastructure development.

As at LPD, the issued share capital of CMS is RM867.9 million comprising 1,074,376,020 ordinary shares (including 10,357,900 treasury shares).

Details of the directors and substantial shareholders of CMS and their shareholdings as at LPD are as follows:

Directors

Name	Designation	Direct		Indirect	
		No. of CMS shares	(1)%	No. of CMS shares	(1)%
General Dato Seri DiRaja Tan Sri (Dr.) Mohd Zahidi bin Haji Zainuddin	Group Chairman, Independent Non-Executive Director	-	-	-	-
Dato Sri Mahmud Abu Bekir Taib	Deputy Group Chairman, Non-Independent Non-Executive Director	1,000,000	*	(2)4,407,100	0.4
Dato Sri Sulaiman Abdul Rahman bin Abdul Taib	Group Managing Director	6,790,400	0.6	-	-

Name	Designation	Direct		Indirect	
		No. of CMS shares	(1)%	No. of CMS shares	(1)%
Tan Sri Datuk Amar (Dr.) Haji Abdul Aziz bin Dato Haji Husain	Non-Independent Non-Executive Director	60,000	*	-	-
Umang Nangku Jabu	Non-Independent Non-Executive Director	200,000	*	-	-
Datuk Ir. Kamarudin bin Zakaria	Independent Non-Executive Director	15,900	*	-	-
Dr. Khor Jaw Huei	Independent Non-Executive Director	-	-	-	-
Jeyabalan A/L S.K. Parasingam	Independent Non-Executive Director	-	-	-	-
Dato' Maznah binti Abdul Jalil	Independent Non-Executive Director	-	-	-	-

Notes:

* Negligible

(1) Excludes 10,357,900 ordinary shares retained as treasury shares

(2) Deemed interest pursuant to Section 59 (11) (c) of the Act

Substantial shareholders

Name	Direct		Indirect	
	No. of CMS shares	(1)%	No. of CMS shares	(1)%
Majaharta Sdn Bhd	134,775,306	12.6	-	-
Jamilah Hamidah Taib	-	-	(2)134,775,306	12.6
Lejla Taib @ Datuk Patinggi Dr. Hajjah Lejla Taib (deceased)	111,000,000	10.3	-	-
Employees Provident Fund Board	54,978,227	5.1	-	-
Lembaga Tabung Haji	80,180,000	7.5	-	-
Sarawak Economic Development Corporation	60,896,080	5.7	-	-

Notes:

(1) Excludes 10,357,900 ordinary shares retained as treasury shares

(2) Deemed interest pursuant to Section 8 of the Act

CMS is the ultimate offeror in relation to the Proposed Disposal, as it is the holding company of SPV 1 and SPV 2 which are effectively acquiring Scomi KMC, Identified Companies and Identified Assets.

2.7.2 Information of Falcon

Falcon is a private limited company incorporated on 28 March 2017 under the laws of Malaysia and commenced operations since its incorporation. Falcon is not listed on any stock exchange.

Falcon is principally involved in investment holding.

As at LPD, the issued share capital of Falcon is RM2, comprising of 2 ordinary shares.

Details of the directors and substantial shareholders of Falcon and their shareholdings as at LPD are as follows:

Directors

Name	Direct		Indirect	
	No. of Falcon shares	%	No. of Falcon shares	%
Mark Ho Hing Kheong	1	50.0	-	-
Ramesh A/L Kanapathy	1	50.0	-	-

2.8 Financial resources

The Board is satisfied that SPV 1, SPV 2 and Falcon have sufficient financial resources to pay for the Disposal Consideration, based on the following considerations:

- (a) SPV 1 is a 75% subsidiary of CMS and SPV 2 is wholly owned subsidiary of SPV 1;
- (b) CMS, which is listed on the Main Market of Bursa Securities has a market capitalisation of approximately RM1.1 billion as at 30 June 2022;
- (c) Based on its latest audited financial statements for FYE 31 December 2021, CMS group has NA of approximately RM3,232.4 million and recorded PAT of RM204.2 million. Its cash and cash equivalent was RM540.7 million as at 31 December 2021; and
- (d) Based on its latest published results for the 3-month financial period ended 31 March 2022, CMS group has NA of approximately RM3,309 million and recorded PAT of RM72.0 million. Its cash and cash equivalents was RM501.4 million as at 31 March 2021.

3. RATIONALE OF THE PROPOSED DISPOSAL

Affected listed issuer Practice Note 17 of the Listing Requirements

Our Company had on 31 October 2019, announced that it has triggered Paragraph 2.1(e) of Practice Note 17 ("**PN 17**") of the Listing Requirements whereby its external auditors have expressed material uncertainty related to its going concern in the audited financial statements for FYE 30 June 2019 and its shareholders' equity on a consolidated basis is 50% or less than its issued share capital calculated based on the audited financial statements as at 30 June 2019.

As an affected listed issuer, our Company is required to submit a regularisation plan to the relevant authorities for approval by 31 October 2021, which is now extended to 30 November 2022 with the approval of Bursa Securities.

Default of payment of debt obligations

On 13 December 2019, our Company announced that KMCOB, its indirect wholly-owned subsidiary held through SOL, has defaulted in redeeming or repaying Series E of its guaranteed serial bonds ("**KMCOB Bond**") amounting to RM55.0 million.

Subsequently, on 12 March 2020, the facility agent of the KMCOB Bond issued a notice to KMCOB declaring that KMCOB has caused an event of default and that the sum of RM80.4 million shall be immediately due and payable. Consequently, this event of default resulted in cross defaults under the principal/financing documents in respect of the following facilities:

- (i) financial guarantee institution facility granted by Danajamin National Berhad to KMCOB. The principal amount outstanding is RM105.0 million as at 30 November 2019;
- (ii) credit facilities granted by OCBC Bank (Malaysia) Berhad to SOSB with principal amount outstanding of approximately RM23.9 million as at 30 November 2019; and
- (iii) Islamic multi-option line facility granted by CIMB Bank Berhad, Labuan offshore branch to SOSB with principal amount outstanding of approximately RM2.7 million as at 30 November 2019.

On 14 August 2020, the High Court of Malaya approved a Judicial Management Order ("**JM Order**") under the Act and Rule 8 of the company (Corporate Rescue Mechanism) Rules 2018 for 3 of our subsidiaries, namely, KMCOB, SOSB and Scomi KMC which are affected by the KMCOB Bond default ("**Affected Subsidiaries**"). Pursuant to the JM Order, the Judicial Manager, Datuk Stephen Duar Tuan Kiat from Ernst & Young PLT, assumed management oversight for the Affected Subsidiaries. Subsequently, on 5 August 2021, the Judicial Manager applied to the High Court of Malaya to inter-alia, discharge the JM Order and vacate his position as Judicial Manager, which was approved by the High Court of Malaya on 12 August 2021.

On 13 August 2021, we announced that the Security Agent for SOSB's credit facilities has issued us a default notice, and arising therefrom, the total secured amounts of RM148.4 million is immediately due and payable. On 1 September 2021, the Receiver and Manager was appointed over the assets and undertakings of SOSB.

Disposal of business undertakings

On 26 August 2021, M & A Securities, on behalf of our Board, announced that Scomi Marine Services Pte Ltd, our wholly-owned subsidiary, had on even date entered into a conditional shares purchase agreement with PT Surya Indah Muara Pantai to dispose its 80.54% equity interest in PT Rig Tenders Indonesia, Tbk ("**PTRT**") for a cash consideration of USD9,500,000 ("**PTRT Disposal**").

The PTRT Disposal was a first step for our Group to restructure its debt obligations where the cash proceeds from the said disposal will partially be used to repay our debt obligations. The PTRT Disposal was approved by our shareholders on 20 October 2021 and deemed completed on 16 November 2021.

Pursuant to the Disposal Agreements and the Dasar Panduan Disposal, our Company is now disposing its remaining business which is the drilling services business segment held under SOL and Scomi KMC. The drilling services business segment is our Group's core business and contributed more than 75% of our Group's revenue for FYE 30 June 2019 to 2021.

The Disposal Consideration will be utilised to repay our debt obligations owing to Secured Lenders which collectively have security including amongst others, debenture over the assets of the Affected Subsidiaries, debenture on SOL and charge on shares of the principal subsidiaries of SOL ("**Charged Assets**"). Any remaining debt thereafter will be waived by our Secured Lenders and all the security documents, including debenture, charge on shares and guarantees (if any) shall accordingly be discharged by our Secured Lenders.

The Proposed Disposal would result in a one-off pro forma gain of RM134.0 million to our Group, and our Board believes that the Disposal Consideration is justifiable as the Proposed Disposal will enable our Group to fully resolve the indebtedness due to the Secured Lenders. This will enable our Group to record a one-time debt waiver of approximately RM122.1 million based on the amount outstanding as at latest audited consolidated financial statements for FYE 30 June 2021, and pro forma interest savings of approximately RM10.0 million per annum calculated based on an effective interest rate of 7.8% per annum.

The Disposal Consideration translates into a pro forma gain on disposal of which is computed as follows:

	Audited FYE 30 June 2021
	RM'000
Total assets of SOL and 48% assets of Scomi KMC	(278,661)
Add: Total liabilities of SOL and 48% assets Scomi KMC	397,715
Net liabilities	119,054
Add: Minority interest	14,987
Add: Disposal Consideration	21,000
Less: Repayment of debt facilities	(19,700)
Less: Estimated expenses in relation to the Proposed Disposal	(1,300)
Pro forma gain on disposal⁽¹⁾	134,041

Note:

- (1) The pro forma gain on disposal is subject to changes according to our Group's NA upon completion of the Proposed Disposal.

If the Proposed Disposal is not carried out, it is expected that the Secured Lenders will continue to exercise their rights under the security documents to take possession of the Charged Assets, and appoint Receivers & Managers group-wide. This will render null and void the contractual obligations with SOL's clients which comprise major oil and gas players, and ultimately a possible winding up situation. As at LPD, the Receiver and Manager has been appointed over the assets and undertakings of SOSB.

Our Group has also issued guarantees for the businesses under SOL Group in which our Group is not in position to defend or fulfill those guarantees. Upon completion of the Proposed Disposal, our Group would be discharged from those guarantees provided for the performance of contracts which were awarded to SOL Group.

As such, our Board is taking advantage of this opportunity to undertake the Proposed Disposal with the ultimate objective of formulating a comprehensive regularisation plan involving the potential injection of new viable business by a white knight into our Company. This is expected to enhance our shareholders' value as compared to a liquidation scenario where the companies are liquidated and the Charged Assets are sold leading to our Company being delisted from the Main Market of Bursa Securities.

Proposed Scheme of Arrangement

The cash proceeds from the Proposed Disposal are to be utilised by our Group to repay the debt obligations of KMCOB and SOSB owing to the Secured Lenders which collectively have security including amongst others, debenture over the assets of the affected subsidiaries, debenture on SOL, charge on shares and corporate guarantees over the principal subsidiaries of SOL Group. All the security documents, including debenture, charge on shares, corporate guarantees and personal guarantees shall accordingly be discharged by the Secured Lenders.

For reference, the Security Agent for the credit facilities have informed that 99.7% of the Secured Lenders (in terms of value) have provided conditional approval for the Proposed Disposal, as follows:

Secured Lenders	Outstanding Debt	
	RM	%
Danajamin Nasional Berhad	68,517,069	56.8%
Malayan Banking Berhad	17,526,686	14.5%
OCBC Bank (Malaysia) Berhad	14,988,254	12.4%
OCBC Bank (Malaysia) Berhad (<i>as Swap providers</i>)	7,599,040	6.3%
Hong Leong Investment Bank Berhad	9,040,743	7.5%
CIMB Bank Berhad	2,656,982	2.2%
Al Rajhi Banking & Investment Corp	393,887	0.3%
Total	120,722,661	100.0%

It is envisaged that SOSB will undertake a scheme of arrangement with its secured creditors pursuant to Section 366 of the Act ("**Proposed Scheme of Arrangement**") to give effect to the debt repayment scheme set out above to bind the remaining 0.3% of the Secured Lenders. In this regard, SOSB had on 8 April 2022 submitted the application to the High Court of Malaya and the hearing date was fixed for 21 April 2022, wherein on even date, the High Court issued several Orders pursuant to Sections 366, 368 and 369 of the Act that are favourable and in line with the Proposed Scheme of Arrangement.

The details of the Orders pursuant to Sections 366, 368 and 369 of the Act are as follows:

- (a) The Applicant be granted leave to call for its Secured Creditor's Meeting (hereinafter the "**Creditors' Meeting**") pursuant to Section 366 (1) of the Act for the purpose of taking into account and if deemed appropriate, to approve with or without modification, a proposed scheme of arrangement and compromise between the Applicant and its Secured Creditors ("**the Scheme Creditors**"), the particulars of which are contained in the Applicant's Proposed Scheme of Arrangement;
- (b) With regard to the Creditors' Meeting:
 - (i) The Creditors' Meeting is to be held within two (2) months from the date of this Order;
 - (ii) The Applicant be given liberty to conduct the Creditors' meeting virtually or such other technology, means, method and/or facilities that enables the Scheme Creditors of the Applicant to participate and vote remotely;
 - (iii) Subject to paragraph (i) above, the Applicant be granted liberty to fix the time, date and venue for the Creditors' Meeting;
 - (iv) The Creditors' Meeting be summoned by giving notice of not less than twenty-one (21) days and that the notice be given by way of ordinary post or electronic mail to each and every Scheme Creditor under the Scheme entitled to receive such notice, and
 - (v) An "Explanatory Statement" pursuant to Section 369 of the Act shall be given to each Scheme Creditor under the Scheme together with notice of the Meeting referred to in paragraph 2.4 above;
- (c) Pursuant to Section 368 (1) of the Act, all proceedings in any action and/or any proceedings against the abovenamed Applicant and the Applicant's holding company, Scomi Oilfield Limited ('SOL') including but not limited to the enforcement of any security, winding up proceedings and any execution proceedings against the abovenamed Applicant and SOL, save for the appointment of receiver and/or manager

over the abovenamed Applicant's assets and SOL's assets, be restrained for a period of two (2) months from the date of this Order hereof except with leave of Court and subject to any terms as this Court may impose;

- (d) Raja Hisham Muddin bin R Mohd Iskandar (NRIC No.: 560620-08-5507) the person nominated as a director of the Applicant pursuant to Section 368(2)(d) of the Act, be approved and appointed;
- (e) The Applicant shall within seven (7) days from the date of this Order herein;
 - (i) Lodge an office copy of the Order with the Registrar of Companies;
 - (ii) Publish a notice of the order in one widely circulated newspaper in Malaysia in the national language and one widely circulated newspaper in Malaysia in the English language, and

The lodgement of the office copy and the advertisement to constitute valid service and/or notice of the Order on all parties related hereto;

- (f) Raja Hisham Muddin bin R Mohd Iskandar and in his absence, his nominee, shall chair the Creditors' Meeting;
- (g) Upon the conclusion of the Creditors' Meeting, the Applicant shall report the results of the Creditors' Meeting to this Honourable Court;
- (h) The Applicant be granted liberty to apply for the Scheme of Arrangement as detailed in the Explanatory Statement made pursuant to Section 369 of the Act, which if approved by the Scheme Creditors in the Creditors' Meeting, be thereafter approved by this Honourable Court and be binding on the Applicant and the Scheme Creditors pursuant to Section 366 (3) and 366 (4) of the Act; and
- (i) The Applicant shall bear the costs of this application.

On 23 May 2022, the Scheme Creditors has agreed by the requisite majority to approve the Proposed Scheme of Arrangement with modifications.

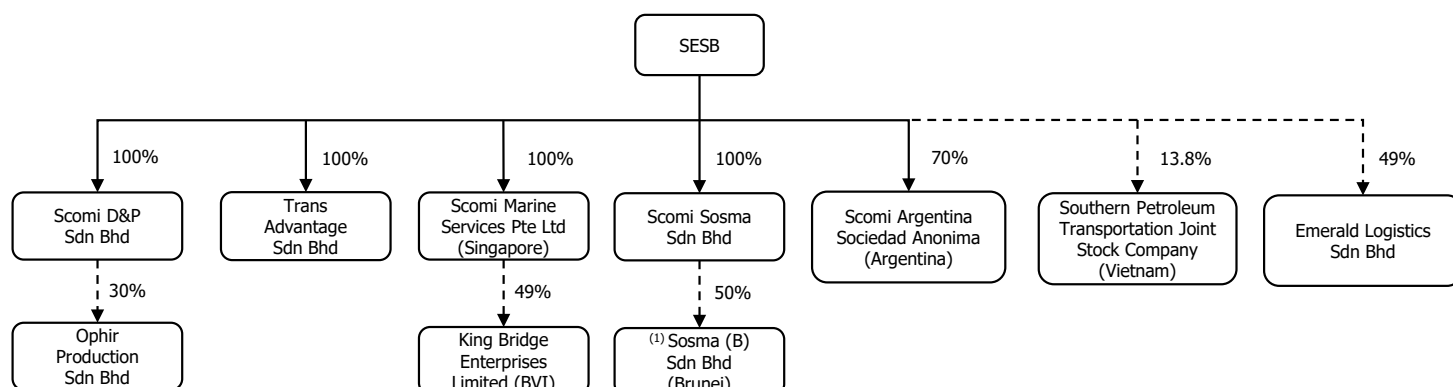
Subsequently, the High Court of Kuala Lumpur had on 17 June 2022, allowed the application by SOSB and made the following Orders:

- (i) The proposed restructuring scheme as detailed in explanatory statement dated 29 April 2022 pursuant to Section 369 Companies Act 2016, and as approved with modifications by the Scheme Creditors approved by the Honourable Court and binding on SOSB and the Scheme Creditors in accordance with Sections 366(3) and 366(4) of Companies Act 2016;
- (ii) A copy of the office copy of the Order to be lodged with the Registrar of Companies Commission of Malaysia ("**SSM**");
- (iii) SOSB is given the liberty to apply; and
- (iv) The cost of this application is borne by SOSB.

On 23 June 2022, a copy of the Order has been lodged with the SSM by the solicitors representing SOSB.

Upon completion of the Proposed Disposal, our Group will have 5 remaining subsidiaries and 5 associate companies, with the exception of Southern Petroleum Transportation Joint Stock Company (Vietnam), all of which are dormant and/or do not have any remaining businesses. Our Group will be no longer have any core business and contingent liabilities.

Our Group structure after the Proposed Disposal are as follows:



Note:

(1) The company was dissolved on 16 October 2015. Prior to dissolution, the company was dormant.

If the Proposed Disposal cannot be completed, it is expected that the Secured Lenders will exercise their rights under the security documents to take possession of SOL and the affected subsidiaries. In this scenario, we can expect the Secured Lenders to appoint groupwide receivers and managers.

3.1 Listing status and future plans of our Group

The Proposed Disposal is deemed a major disposal pursuant to Paragraph 10.11A of the Listing Requirements of Bursa Securities. Upon completion of the Proposed Disposal, SESB will have 5 remaining subsidiaries and 5 associate companies as set out above, with the exception of Southern Petroleum Transportation Joint Stock Company (Vietnam), all of which are dormant and/or do not have any remaining businesses.

Our Group will either trigger the criteria for a cash company under Paragraph 8.03(1) and Practice Note 16 (“PN 16”) of the Listing Requirements or inadequate level of operations pursuant to Paragraph 8.03A of the Listing Requirements as a result of the Proposed Disposal. Our Board intends to maintain the listing status of our Company on the Main Market of Bursa Securities and will endeavour to take the necessary steps to expand its existing services and use its best endeavours to identify potential new business and/or assets to be acquired.

If our Company triggers the inadequate level of operations pursuant to Paragraph 8.03A of the Listing Requirements, our Company must comply with the following, failing which Bursa Securities may suspend the trading of the listed securities of our Company or de-list our Company, or both:

- (a) immediately announce to Bursa Securities of our Company’s condition and provide such information from time to time for public release in accordance with the disclosure obligations set out in Paragraph 4.0 of PN 17 of the Listing Requirements, with the necessary modifications;
- (b) regularise its condition by complying with the requirements set out in Paragraph 8.04(3) and Paragraph 5.0 of PN 17 of the Listing Requirements, with the necessary modifications; and

- (c) comply with other requirements or do such other acts or things as may be prescribed or required by Bursa Securities.

Pursuant to Paragraph 8.03(1) and PN 16 of the Listing Requirements, Bursa Securities may classify our Company as a 'Cash Company' upon completion of the Proposed Disposal. A company may be considered as a Cash Company when its assets, on a consolidated basis, consists of 70% or more of cash or short-term investments, or a combination of both ("**Cash Criterion**"). Our Company is required to immediately notify Bursa Securities when its assets trigger the Cash Criterion. Bursa Securities will determine whether our Company will be considered a Cash Company and will notify our Company of its decision.

Notwithstanding the above, our Company had on 31 October 2019 triggered PN 17 of the Listing Requirements. As an affected listed issuer, our Company is required to submit a regularisation plan to the relevant authorities for approval by 30 November 2022 unless otherwise extended by Bursa Securities. As at LPD, the Company is still in the midst of formulating its regularisation plan, which may comprise but are not limited to, the acquisition of new businesses or assets, as well as fundraising exercises.

The Proposed Disposal was undertaken on its own and not as part of our Company's regularisation plan, as negotiations with potential targets and/or investors will be more conducive after our Group eliminates its defaulted debts obligations with the Secured Lenders. This will form a foundation for our Group to be in a better position to engage with new potential investors with the ultimate objective of formulating a more comprehensive regularisation plan.

Our Company will make the appropriate announcements on any material developments in respect to the proposed regularisation plan pursuant to the Listing Requirements and obtain our shareholders' approval at an EGM to be convened.

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4. RISK FACTOR

4.1 Completion risk

If any of the Conditions is not satisfied by the vendor by the cut-off date (as stated in each sale and purchase agreement / share sale agreement / asset purchase agreement in Appendix I), or waived by the purchaser, the purchaser may at its sole discretion, terminate the sale and purchase agreement / share sale agreement / asset purchase agreement.

Our Company will take all reasonable steps to ensure that the Conditions are met by the cut-off date to facilitate the Proposed Disposal. Nonetheless, there can be no assurance that the Disposal Agreements will not be terminated through the non-fulfillment of the Conditions.

4.2 Loss of core business after the Proposed Disposal

Upon completion of the Proposed Disposal, our Group will be no longer have any core business and contingent liabilities. The drilling services business segment is our Group's core business and contributed more than 75% of our Group's revenue for FYE 30 June 2019 to 2021. SOL Group will cease to be our Group's wholly-owned subsidiary and therefore we will no longer consolidate SOL's financial result moving forward. Our Group endeavours to take the necessary steps to identify new businesses and/or assets that have the requisite track record and future prospects as part of our regularisation plan to regularise our condition under PN 17. However, there is no guarantee that we will be able to find suitable assets or businesses or that any such acquisitions will be sufficient to sustain our Group.

4.3 Delisting risk

The continued listing status of our Group on the Main Market of Bursa Securities is dependent on the ability of our Board and management to formulate a regularisation plan within the stipulated period under PN 17. The regularisation plan is subject to the approvals of the SC and relevant authorities, where applicable. There is no assurance that the SC and relevant authorities will approve the regularisation plan, or that our Group is able implement the regularisation plan successfully within the timeframe stipulated by the SC and relevant authorities.

Failure to comply with the obligations under 8.03A and/or Paragraph 8.03 and PN16 of the Listing Requirements may result in our Group's listed securities being suspended and/or our Group being delisted from the official list of Bursa Securities. Nonetheless, our Board intends to maintain our Group's listing status and will use our best endeavours to identify potential business and/or assets that have the requisite track record and future prospects as part of our regularisation plan in order to regularise the condition within the timeframe stipulated under the Listing Requirements.

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5. EFFECTS OF THE PROPOSED DISPOSAL

5.1 Issued share capital

The Proposed Disposal will not have any effect on the issued share capital of our Company as it does not involve the issuance of shares or convertible securities in our Company.

5.2 NA/NL and gearing

Based on the latest audited financial statements of our Group for FYE 30 June 2021, our pro forma NL will improve by approximately RM57.0 million. The details of the effects of the Proposed Disposal on the NA/NL and gearing of our Group, assuming the Proposed Disposal has been completed on 30 June 2021 are as follows:

	Audited as at 30 June 2021	After Proposed Disposal
	RM'000	RM'000
Share capital	445,535	445,535
Treasury shares	(51)	(51)
Other reserves ⁽¹⁾⁽²⁾	(550,076)	21,717
Retained earnings ⁽¹⁾	84,971	(429,782)
Total equity attributable to owners of the parent	(19,621)	37,419
Non-controlling interest	33,204	12,844
Total equity	13,583	50,263
Number of our Shares, excluding treasury shares ('000)	468,324	468,324
(NL) / NA per SESB share (RM)	(0.03)	0.08
Interest bearing debt (RM'000)	131,316	⁽³⁾ -
Gearing (times)	9.67	-

Notes:

- (1) After accounting for a pro forma gain on disposal of RM134.0 million, a reclassification of foreign exchange reserves amounting to RM134.1 million as a charge to the Statement of Profit or Loss and Other Comprehensive Income, and RM1.3 million in estimated expenses in relation to the Proposed Disposal.
- (2) After reclassification of other reserves to retained earnings within the Consolidated Statement of Changes in Equity amounting to RM437.9 million.
- (3) After repayment of RM19.7 million (proceeds of Proposed Disposal net of estimated related expenses) of debt and waiver of the remaining debt in our Group.

5.3 Earnings per share

Based on our latest audited financial statements for FYE 30 June 2021, our Group is expected to record a pro forma gain on disposal of RM134.0 million arising from debt waiver which translate into a pro forma net gain of 29 sen per share. However, the actual net gain will vary according to the carrying values of Scomi KMC, Identified Companies and Identified Assets as well as total debt obligations of our Group at the time of completion of the Proposed Disposal.

Strictly for illustration purposes only, assuming that the Proposed Disposal had been effected at the beginning of FYE 30 June 2021, the pro forma effects on our Group's LAT and LPS are as follows:

	FYE 30 June 2021	After Proposed Disposal
	RM'000	RM'000
LAT of our Group ⁽¹⁾	(215,385)	(215,385)
Accounting for effects of the Proposed Disposal:		
• Reduction of LAT of SOL Group ⁽²⁾	-	61,101
• Reduction of PAT of Scomi KMC ⁽³⁾	-	(304)
• Interest savings from repayment of debt obligations ⁽⁴⁾	-	9,992
• Pro forma gain on disposal	-	73,203
Pro forma (LAT)/PAT	(215,385)	(71,393)
Less: Minority interest	1,225	(2,626)
(LAT) after minority interest	(214,160)	(74,019)
No. of Shares ('000)	468,324	468,324
LPS (sen)	(45.73)	(15.80)

Notes:

- (1) Based on our latest audited consolidated financial statements for FYE 30 June 2021.
- (2) Being the reduction of the LAT of SOL Group accounted for in our latest audited consolidated financial statements for FYE 30 June 2021 and exchange rate of USD1.0000 : RM4.1231 as at 30 June 2021 (Average rate from our Group annual report).
- (3) Being the reduction of the PAT of Scomi KMC accounted for in our latest audited consolidated financial statements for FYE 30 June 2021.
- (4) Estimated interest savings calculated based on reduced interest-bearing principal amount following the proposed debt waiver of RM122.1 million and effective interest rate of 7.8%.

5.4 Substantial shareholders' shareholdings

The Proposed Disposal will not have any effect on the shareholdings of our substantial shareholders as it does not involve the issuance of shares in our Company.

6. APPROVALS REQUIRED

The Proposed Disposal is conditional upon the following:

- (a) Approval of at least 75% of the total number of issued shares held by our Company's shareholders present and voting either in person or by proxy at the forthcoming EGM to be convened as the Proposed Disposal is deemed a Major Disposal;
- (b) the approvals and consent of the relevant creditors/lenders/financiers of our Company; and
- (c) the approval of the High Court of Malaya to implement the scheme of arrangement as set out in Section 3.

Each component of the Proposed Disposal inter-conditional. However, the Proposed Disposal in its entirety is not conditional upon any other corporate proposals undertaken or to be undertaken by our Company.

7. HIGHEST PERCENTAGE RATIO

The highest percentage ratio applicable to the Proposed Disposal pursuant to Paragraph 10.02(g) of the Listing Requirements is approximately 80.4%, based on the aggregate of SOL Group's total assets and 48.0% of Scomi KMC's total assets as at 30 June 2021 as compared with the audited consolidated total assets of our Group as at 30 June 2021. For avoidance of doubt, the computation of Proposed Disposal's percentage ratio is in aggregate of 52.0%, in which 48.0% of Scomi KMC is used in the computation of the standalone percentage ratio as the remaining 4.0% held under the SOL Group and is therefore accounted for under the percentage ratio calculation of SOL.

8. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/OR PERSONS CONNECTED TO THEM

None of our directors, major shareholders, chief executive and/or persons connected with them have any interest, direct or indirect, in the Proposed Disposal.

9. DIRECTORS' STATEMENTS AND RECOMMENDATION

Our Board having considered all aspects of the Proposed Disposal (including but not limited to the basis of arriving at the Disposal Consideration, the terms of the Disposal Agreements, the rationale, risk factors and financial effects of the Proposed Disposal as well as the views of the Independent Adviser) is of the opinion that the Proposed Disposal fair, reasonable and is in the best interest of our Company. As such, our Board recommends that you vote in favour of the resolution relating to the Proposed Disposal to be tabled at our forthcoming EGM.

Additionally, our Board is not seeking any alternative bids for the Proposed Disposal.

10. ESTIMATED TIMEFRAME FOR COMPLETION

Barring unforeseen circumstances and subject to the fulfilment and/or waiver of all the Conditions, the Proposed Disposal is expected to be completed in the 2nd half of 2022.

The details of the tentative timeline are set out below:

Key milestones	Tentative timeline
EGM	8 August 2022
Unconditional date for the Disposal Agreements	Early August 2022
Completion of the Proposed Disposal	Mid August 2022

11. ADVISERS

M & A Securities has been appointed as adviser for the Proposed Disposal.

As the Proposed Disposal is major disposal pursuant to Paragraph 10.11A of the Listing Requirements, QuantePhi has been appointed on 9 December 2021 to act as the Independent Adviser to advise our shareholders. Accordingly, the Independent Adviser shall undertake the following:

- (a) comment whether the Proposed Disposal is fair and reasonable insofar as our shareholders are concerned;
- (b) advise our shareholders on whether they should vote in favour of the Proposed Disposal; and
- (c) take all reasonable steps to satisfy itself that it has a reasonable basis to make the comments and advice in paragraphs (i) and (ii) above.

The Independent Advice Letter from the Independent Adviser is set out in Part B of this Circular containing their recommendation and evaluation in relation to the Proposed Disposal. You are advised to read and consider the contents of the IAL (together with this Circular) carefully before voting on the resolution pertaining to the Proposed Disposal to be table at the forthcoming EGM.

12. CORPORATE PROPOSALS ANNOUNCED BUT PENDING COMPLETION

Save for the Proposed Disposal, as at LPD, there is no other corporate exercise or proposal which has been announced by our Company but is pending implementation/completion.

13. EGM

The EGM, the notice of which is enclosed with this Circular, will be held and conducted on a fully virtual basis through live streaming and online remote voting via the online meeting platform at <https://meeting.boardroomlimited.my> (Domain Registration No. with MYNIC - D6A357657)) on Monday, 8 August 2022 at 11.00 a.m. or at any adjournment thereof, for the purpose of considering and, if thought fit, passing with or without modifications, the resolution so as to give effect to the Proposed Disposal.

If you are not able to attend, participate and vote at the EGM via live stream and online voting, you may complete the Form of Proxy and deposit it at our Share Registrar's office at Ground Floor or 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia or by electronic means via Boardroom Smart Investor portal at <https://investor.boardroomlimited.com> not less than 48 hours before the time for holding the EGM or any adjournment thereof. The lodging of the Form of Proxy will not preclude you from attending, participating and voting remotely at the EGM should you subsequently wish to do so and in such event, your Form of Proxy shall be deemed to have been revoked.

14. FURTHER INFORMATION

Please refer to Appendix V for further information.

Yours faithfully,
For and on behalf of the Board of Directors of
SCOMI ENERGY SERVICES BHD

YM Raja Ahmad Murad bin Raja Bahrin
Independent Non-Executive Chairman

PART B

**INDEPENDENT ADVICE LETTER TO OUR SHAREHOLDERS
IN RELATION TO THE PROPOSED DISPOSAL**

EXECUTIVE SUMMARY

All definitions used in this Executive Summary shall have the same meanings as the words and expressions defined in the “Definitions” Section and Part A of the Circular, except where the context otherwise requires or where otherwise defined in the IAL. All references to “you” are references to the shareholders of SESB, whilst references to “we”, “us”, or “our” are references to QuantePhi, being the Independent Adviser for the Proposed Disposal.

Set out hereunder is an executive summary which serves to highlight some of the salient points arising from QuantePhi’s independent evaluation of the Proposed Disposal. Shareholders are advised to read and understand the contents of the IAL and this entire Part A of the Circular, including the appendices thereof, for more comprehensive information, evaluation and recommendation of the Proposed Disposal before voting on the resolutions pertaining to the Proposed Disposal at the forthcoming EGM.

1. INTRODUCTION

On behalf of the Board, M & A Securities had, on 17 March 2022, announced that SESB, SOL and SOSB had the same day, entered into Disposal Agreements for the Proposed Disposal as follows:

- (i) SPA 1 between the Company and SPV 1, a 75% owned subsidiary of CMS for the disposal by the Company of its 48% equity interest in Scomi KMC and 100% equity interest in SOL (together with the In-Scope Companies) to SPV1 for a cash consideration of RM13,505,000;
- (ii) SPA 2 between SOSB and SPV 2 for the disposal by SOSB of 4% equity interest (together with the entire 25,000,000 RPS) in Scomi KMC, 25% equity interest in SOG Kuwait and 25% equity interest in GOP Johor to SPV 2 for a cash consideration of RM2,600,001;
- (iii) SPA 3 between SOSB and SPV 2 for the disposal by SOSB of Dataran Prima Property to SPV 2 for a cash consideration of RM3,000,000;
- (iv) SPA 4 between SOSB and SPV 2 for the disposal by SOSB of SOSB Inventories and Equipment to SPV 2 for a cash consideration of RM1,894,999; and
- (v) SPA 5 between SOL and Falcon for the disposal by SOL of 100% equity interest in the Identified Companies to Falcon for a nominal cash consideration of RM1.

For reference, the aggregate disposal consideration pursuant to the Disposal Agreements amounts to a total cash consideration of RM21,000,001.

The Proposed Disposal is deemed as a major disposal pursuant to Paragraph 10.11A of the Listing Requirements as it involves the disposal of substantially all of SESB’s assets which may result in SESB being no longer suitable for continued listing on the Official List of Bursa Securities, as set out in Section 1, Part A of the Circular.

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2. EVALUATION OF THE PROPOSED DISPOSAL

In evaluating the Proposed Disposal, we have taken into consideration the following: -

Section in the IAL	Area of Evaluation	Comments
Section 4.1	Rationale for the Proposed Disposal	<p>The Proposed Disposal entails the disposal of SESB Group's remaining business to ensure repayment of the debt obligation to its Secured Lenders. We note that any outstanding debts thereafter shall be waived, and as such SESB Group will be borrowings-free.</p> <p>The Proposed Disposal is a more reasonable avenue for SESB Group to resolve its debt obligation as part of the Proposed Scheme of Arrangement, as compared to a situation whereby the Secured Lenders continue to exercise their rights under the security documents to take possession of the Charged Assets, which may lead to the appointment of receivers and managers group-wide. This event would compromise the contracts that SOL have with key clients and ultimately facing a possible winding up situation. In such an event, the listing status of SESB would be at risk and there would be minimal opportunity to turnaround SESB.</p> <p>Hence, the Proposed Disposal would be an integral part of a more comprehensive regularisation plan which may include an injection of a new viable business and ensure SESB complies with the Continuing Listing Obligations of the Listing Requirements and to successfully turnaround the performance of SESB.</p> <p>Premised on the above, we are of the view that the rationale of the Proposed Disposal is <u>reasonable</u>.</p>
Section 4.2	Basis and justification in arriving at the Disposal Consideration	<p>The Disposal Consideration of RM21.0 million was agreed between both parties based on arms-length negotiation on a "willing buyer willing seller" basis.</p> <p>We have considered various acceptable market methodologies with an aim of obtaining an overall view of valuations of the equity interest in companies and assets to be disposed in relation to the Proposed Disposal.</p> <p>To achieve this, we have adopted the sum-of-parts-valuation ("SOPV") model as our sole valuation method, that represents the aggregate valuation of the respective components of equity interests in companies and assets which have been valued based on the respective most appropriate valuation methods.</p>

Section in the IAL	Area of Evaluation	Comments
		<p>Based on our analysis, we obtained the fair value of RM17.6 million to RM21.2 million. Hence, the Disposal Consideration falls within the range of fair value ascribed to the equity interests and assets to be disposed, which represents a premium of RM3.5 million (20.1%) to the low range and a discount of RM0.2 million (-1.1%) to the high range of the fair value, as derived using the SOPV model.</p> <p>Premised on the above, we are of the opinion that the Disposal Consideration is <u>fair</u>.</p>
Section 4.3	Salient terms of the Disposal Agreements	Based on our overall assessment, we are of the view that the salient terms and conditions of the Disposal Agreements are deemed <u>reasonable</u> .
Section 4.4	Industry outlook and prospects	<p>We note that there is an uncertain outlook of the oil and gas (“O&G”) sector due to various key factors in play such as, the global consumption, the global oil price movement, and the level of oil production by the Organisation of the Petroleum Exporting Countries (“OPEC”) and its allies as well as the US oil stockpiles.</p> <p>Furthermore, post-disposal, SESB would have taken another step to regularise its financial condition. Therefore, SESB may then start to materialise plans to acquire new businesses and/or assets in various sectors to address the loss of contribution from its existing O&G business. This provides an opportunity for SESB to rebuild a diversified revenue stream which may be more resilient in such challenging market conditions.</p> <p>Notwithstanding the above, following the Proposed Disposal and pending identification of the new businesses, there is no certainty in the future business/prospects of SESB and its ability to secure the funds required for any new proposed business/investment. Hence, the prospects of SESB remain uncertain at this juncture.</p> <p>Nevertheless, SESB is required to regularise its PN17 and/or Cash Company condition so as to comply with the Continuing Listing Obligations of the Listing Requirements and maintain its listing status. If not, SESB Shares will be suspended and subsequently delisted.</p> <p>Premised on the above and having taken into consideration the rationale of the Proposed Disposal, we are of the view that the Proposed Disposal is <u>reasonable</u>.</p>

Section 4.5	Risk factors associated with the Proposed Disposal	The shareholders of SESB should take note of the risk factors relating to the Proposed Disposal as set out in Section 4.5 of the IAL and <u>are reminded that although, measures have been taken by the Board to limit all highlighted risks, there can be no assurance that such risk factors will not crystallise and give rise to any material adverse impact on the financial performance of SESB.</u>
Section 4.6	Effects of the Proposed Disposal	<p>(i) The Proposed Disposal will not have any effect on SESB's issued share capital and substantial shareholders' shareholdings as there will be no new issuance of SESB Shares.</p> <p>(ii) Following the Proposed Disposal, SESB will have an increase in the pro forma consolidated NA and the NA per share, primarily due to the recognition of a one-off gain on disposal, of which includes the debt waiver. The net gearing of SESB Group will be zerorised as a result of the Proposed Disposal due to SESB Group settling its debt obligations to the Secured Lenders. Thus, resulting in SESB Group being borrowings-free.</p> <p>(iii) Furthermore, the Proposed Disposal is expected to record a pro forma gain on disposal of RM134.0 million, mainly arising from debt waiver which translate into a pro forma net gain of 29 sen per share. In addition, the interest savings from repayment of debt obligations and taking into account the estimated expenses for the Proposed Disposal would result in an additional net gain. However, the actual net gain will vary according to the carrying values of Scomi KMC, Identified Companies and Identified Assets as well as the total debt obligations of the Group at the time of completion of the Proposed Disposal.</p> <p>Premised on the above, we are of the view that the effects of the Proposed Disposal are <u>reasonable.</u></p>
Section 4.7	Financial resources of SPV 1 and SPV 2	We are of the view that SPV 1 and SPV 2 have sufficient financial resources to undertake the acquisition given the financial position of CMS group based on its audited financial statement for the FYE 31 December 2021 and unaudited financial statements for the 3-month FPE 31 March 2022.

3. CONCLUSION AND RECOMMENDATION

We have assessed and evaluated the Proposed Disposal and our evaluation is set out in Section 4 of the IAL. Shareholders of SESB are advised to consider the merit and demerits of the Proposed Disposal carefully based on all the relevant and pertinent factors including those set out in the IAL and Part A of the Circular as well as other publicly available information prior to making a decision to vote on the resolutions pertaining to the Proposed Disposal.

Premised on our overall evaluation and assessment of the Proposed Disposal based on the information available to us up to the LPD, we are of the opinion that the Proposed Disposal is **fair and reasonable**.

Accordingly, we recommend that the shareholders of SESB to **vote in favour** of the resolution pertaining to the Proposed Disposal at the forthcoming EGM.

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Registered Office:
6-5-3, Sinaran TTDI,
Jalan Tun Fuad 3,
Taman Tun Dr Ismail
60000 Kuala Lumpur

21 July 2022

To: The Shareholders of Scomi Energy Services Bhd

Dear Sir/ Madam,

INDEPENDENT ADVICE LETTER TO THE SHAREHOLDERS OF SCOMI ENERGY SERVICES BHD IN RELATION TO THE PROPOSED DISPOSAL

1. INTRODUCTION

- 1.1** This Independent Advice Letter (“**IAL**”) is prepared for the inclusion in the circular to shareholders of SESB dated 21 July 2022 in relation to the Proposed Disposal (“**Circular**”). Definitions or defined terms used in this IAL shall have the same meaning as the definitions used in Part A of the Circular, except where the context otherwise requires or where otherwise defined herein. All references to “you” are references to the shareholders of the Company, whilst references to “we”, “us”, or “our” are references to QuantePhi, being the Independent Adviser for the Proposed Disposal.
- 1.2** On 17 March 2022, M & A Securities had, on behalf of the Board, announced that SESB, SOL and SOSB have entered into five (‘5’) conditional SPAs in relation to the Proposed Disposal.
- 1.3** The Proposed Disposal is deemed as a major disposal pursuant to the Paragraph 10.11A of the Listing Requirements. Accordingly, the Board had, on 9 December 2021, appointed QuantePhi as the Independent Adviser to advise the shareholders of SESB in respect to the Proposed Disposal.
- 1.4** Pursuant to Paragraph 10.11A(1)(d) of the Listing Requirements, the special resolution pertaining to the Proposed Disposal is required to be approved by at least 75% of the total number of issued shares held by the Company’s shareholders present and voting either in person or by proxy at SESB’s forthcoming EGM.
- 1.5** The purpose of this IAL is to provide the shareholders of SESB an independent evaluation of the Proposed Disposal, and the scope of this IAL is as follows:
- (i) to comment as to whether the Proposed Disposal is fair and reasonable in so far as shareholders of SESB are concerned, and set out the reasons for such opinion, the key assumptions made and the factors taken into consideration into forming that opinion;
 - (ii) to advise the shareholders whether they should vote in favour of the Proposed Disposal; and
 - (iii) to take all reasonable steps to satisfy ourselves that we have reasonable basis to make comments and advice for items (i) and (ii) above.

- 1.6 This IAL is prepared solely for the use of the shareholders of SESB for the purpose of considering the Proposed Disposal, and should not be used or relied upon by any other party for any other purpose whatsoever.

SHAREHOLDERS OF SESB ARE ADVISED TO READ AND FULLY UNDERSTAND BOTH THIS IAL AND THE LETTER FROM THE BOARD AS SET OUT IN PART A OF THE CIRCULAR TOGETHER WITH THE ACCOMPANYING APPENDICES, AND TO CONSIDER CAREFULLY THE RECOMMENDATION CONTAINED IN BOTH LETTERS BEFORE VOTING ON THE SPECIAL RESOLUTIONS TO GIVE EFFECT TO THE PROPOSED DISPOSAL TO BE TABLED AT THE FORTHCOMING EGM OF THE COMPANY.

IF YOU ARE IN ANY DOUBT AS TO THE COURSE OF ACTION TO BE TAKEN, YOU SHOULD CONTACT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS IMMEDIATELY.

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2. DETAILS OF THE PROPOSED DISPOSAL

The full details of the Proposed Disposal are set out in Part A of the Circular and should be read and fully understood in its entirety by the shareholders of SESB.

3. SCOPE AND LIMITATION OF OUR EVALUATION

3.1 QuantePhi has not been involved in any negotiations on the terms and conditions of the Proposed Disposal nor has it participated in the Board's deliberation on the Proposed Disposal. QuantePhi's scope as the Independent Adviser is limited to express an independent opinion on the fairness and reasonableness of the Proposed Disposal, based on and in reliance upon information, documents and representation/ confirmations provided or made available to us (the accuracy of which the Board or other advisers of SESB are solely responsible), including but not limited to the following: -

- (i) the Circular and the accompanying appendices in relation to the Proposed Disposal;
- (ii) information contained in the announcement dated 17 March 2022 in relation to the Proposed Disposal;
- (iii) the Disposal Agreements of the Proposed Disposal;
- (iv) information provided by SESB, as well as representations/ confirmations obtained in or derived from discussions with the management of SESB ("**Management**"); and
- (v) publicly available information, such as annual reports and quarterly announcements from SESB and CMS.

We have also obtained confirmation from the Board that the Directors of the Company collectively and individually accept full responsibility for the accuracy of information given for the IAL (save and except for analyses made and opinions expressed by QuantePhi) and confirmed that after making all reasonable enquiries, to the best of their knowledge and belief, there are no facts, the omission of, which would make any statement herein misleading. The Board has also provided confirmation that all facts and information in respect of the Company which are relevant to QuantePhi's evaluation of the Proposed Disposal have been disclosed to QuantePhi, and there are no facts or information, the omission of, which would make any information supplied to us misleading in any respect.

With due consideration to the foregoing and after making all reasonable enquiries and to the best of our knowledge and belief, we are satisfied that all information, documents, and representations/ confirmations necessary for our evaluation of the Proposed Disposal have been disclosed to us and that such information is reasonable, accurate, complete, and there is no omission of any material facts, which would make any information provided to us incomplete, misleading or inaccurate.

We are satisfied that sufficient information has been disclosed to us in enabling us to formulate our recommendation. After making all the reasonable checks and corroborating such information with independent sources, where possible and to the best of our knowledge and belief, the information used is reasonable, accurate, complete, and free of material omission.

In our evaluation of the Proposed Disposal, we have taken into consideration pertinent matters which are made known to us and which we believe are of general importance to an assessment of the Proposed Disposal and would be of significant relevance and general concern to the shareholders of SESB as a whole in arriving at our advice.

The scope of QuantePhi's responsibility with regards to our evaluation and opinion contained herein is confined to the Proposed Disposal. Where our comments or points of consideration are included on certain pertinent matters which may be qualitative or commercial in nature, these are incidental to our overall financial evaluation and concern matters which we may deem material for disclosure and/or which may have possible financial implications on the Company.

QuantePhi's opinion contained in this IAL is provided to the shareholders of SESB at large and not to any shareholder individually. Hence, we have not given regard to the specific investment or financial objective, financial situation and/or particular needs of any shareholder or any specific group of shareholders. We recommend that any individual shareholder or any specific group of shareholders who require specific advice within the context of their individual objectives, financial situation or particular needs should consult their stockbroker, bank manager, solicitor, accountant or other professional advisers at their own costs.

After the dispatch of the Circular, the Independent Adviser will notify the shareholders if we become aware of any of the following:

- (i) significant changes affecting the information contained in the IAL;
- (ii) there is reasonable ground to believe that the statements made in the IAL are misleading and/or deceptive; and
- (iii) There is a material omission in the IAL.

- 3.2** We confirm that there is no conflict-of-interest situation or potential conflict of interest situation arising from us carrying out the role of Independent Adviser to advise the shareholders of SESB in respect to the Proposed Disposal and that there was no professional relationship between QuantePhi and SESB in the past two ('2') years prior to the date of this IAL.

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- 3.3** QuantePhi is an approved corporate finance adviser within the meaning of the SC Principal Adviser Guidelines issued by Securities Commission Malaysia. QuantePhi has been actively involved in providing successful and completed advisory services over the last two ('2') years.

The major assignments and proposals undertaken by QuantePhi, where we have been appointed in prior years to the date of the Disposal Agreements, include, amongst others, the following: -

- (i) Independent Advice Letter dated 30 September 2021 included in the circular for ENRA Group Berhad ("**ENRA**")

Independent advice to the shareholders of ENRA in relation to the proposed divestment by ENRA of 100% equity interest in ENRA Kimia Sdn Bhd and its subsidiary companies for a cash consideration of RM50.0 million;

- (ii) Lead Manager and Financial Adviser for Aerodyne Ventures Sdn Bhd ("Aerodyne")'s USD4.8 million Series-B Plus Fundraising in 2021;
- (iii) Lead Manager and Financial Adviser for NDE Consultancy Services Sdn Bhd's RM15.0 million investments by VentureTECH Sdn Bhd in 2020;
- (iv) Lead Manager and Financial Adviser for Aerodyne Group's USD30.2 million Series B fundraising in 2020; and
- (v) Financial and Strategic Adviser for POS Malaysia Berhad's business plan and tariff rebalancing exercise in 2020.

Further information on QuantePhi is available on our website, www.quantephi.cc.

Based on our credentials and experience above, we have the necessary resources and staff with the relevant skills, knowledge, and experience to carry out our role and responsibilities as the Independent Adviser to advise the shareholders of SESB in respect of the Proposed Disposal as set out in Section 4 of this IAL.

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4. EVALUATION OF THE PROPOSED DISPOSAL

In our evaluation of the Proposed Disposal, we have considered the following factors: -

- (i) rationale of the Proposed Disposal;
- (ii) basis and justification in arriving at Disposal Consideration;
- (iii) salient terms of the Disposal Agreements;
- (iv) industry outlook and prospects of SESB;
- (v) risk factors associated with the Proposed Disposal;
- (vi) effects of the Proposed Disposal; and
- (vii) financial resources of SPV 1 and SPV 2, both being the subsidiaries of CMS.

4.1 Rationale for the Proposed Disposal

The rationale of the Proposed Disposal set out in Section 3, Part A of the Circular, is reproduced below:

“Affected listed issuer Practice Note 17 of the Listing Requirements

Our Company had on 31 October 2019, announced that it has triggered Paragraph 2.1(e) of Practice Note 17 (“PN 17”) of the Listing Requirements whereby its external auditors have expressed material uncertainty related to its going concern in the audited financial statements for FYE 30 June 2019 and its shareholders’ equity on a consolidated basis is 50% or less than its issued share capital calculated based on the audited financial statements as at 30 June 2019.

As an affected listed issuer, our Company is required to submit a regularisation plan to the relevant authorities for approval by 30 April 2022, which is now extended to 30 November 2022 with the approval of Bursa Securities.

Default of payment of debt obligations

On 13 December 2019, our Company announced that KMCOB, its indirect wholly-owned subsidiary held through SOL, has defaulted in redeeming or repaying Series E of its guaranteed serial bonds (“KMCOB Bond”) amounting to RM55.0 million.

Subsequently, on 12 March 2020, the facility agent of the KMCOB Bond issued a notice to KMCOB declaring that KMCOB has caused an event of default and that the sum of RM80.4 million shall be immediately due and payable. Consequently, this event of default resulted in cross defaults under the principal/financing documents in respect of the following facilities:

- (i) financial guarantee institution facility granted by Danajamin National Berhad to KMCOB. The principal amount outstanding is RM105.0 million as at 30 November 2019;*
- (ii) credit facilities granted by OCBC Bank (Malaysia) Berhad to SOSB with principal amount outstanding of approximately RM23.9 million as at 30 November 2019; and*
- (iii) Islamic multi-option line facility granted by CIMB Bank Berhad, Labuan offshore branch to SOSB with principal amount outstanding of approximately RM2.7 million as at 30 November 2019.*

On 14 August 2020, the High Court of Malaya approved a Judicial Management Order (“**JM Order**”) under the Companies Act 2016 (“**Act**”) and Rule 8 of the company (Corporate Rescue Mechanism) Rules 2018 for 3 of our subsidiaries, namely, KMCOB, SOSB and Scomi KMC which are affected by the KMCOB Bond default (“**Affected Subsidiaries**”). Pursuant to the JM Order, the Judicial Manager, Datuk Stephen Duar Tuan Kiat from Ernst & Young PLT, assumed management oversight for the Affected Subsidiaries. Subsequently, on 5 August 2021, the Judicial Manager applied to the High Court of Malaya to inter-alia, discharge the JM Order and vacate his position as Judicial Manager, which was approved by the High Court of Malaya on 12 August 2021.

On 13 August 2021, we announced that the Security Agent for SOSB’s credit facilities has issued us a default notice, and arising therefrom, the total secured amounts of RM148.4 million is immediately due and payable. On 1 September 2021, the Receiver and Manager was appointed over the assets and undertakings of SOSB.

Disposal of business undertakings

On 26 August 2021, M & A Securities, on behalf of our Board, announced that Scomi Marine Services Pte Ltd, our wholly-owned subsidiary, had on even date entered into a conditional shares purchase agreement with PT Surya Indah Muara Pantai to dispose its 80.54% equity interest in PT Rig Tenders Indonesia, Tbk (“**PTRT**”) for a cash consideration of USD9,500,000 (“**PTRT Disposal**”).

The PTRT Disposal was a first step for our Group to restructure its debt obligations where the cash proceeds from the said disposal will partially be used to repay our debt obligations. The PTRT Disposal was approved by our shareholders on 20 October 2021 and deemed completed on 16 November 2021.

Pursuant to the Disposal Agreements and the Dasar Panduan Disposal, our Company is now disposing its remaining business which is the drilling services business segment held under SOL and Scomi KMC. The drilling services business segment is our Group’s core business and contributed more than 75% of our Group’s revenue for FYE 30 June 2019 to 2021.

The Disposal Consideration will be utilised to repay our debt obligations owing to its Secured Lenders which collectively have security including amongst others, debenture over the assets of the Affected Subsidiaries, debenture on SOL and charge on shares of the principal subsidiaries of SOL (“**Charged Assets**”).

The Proposed Disposal would result in a one-off pro forma gain of RM134.0 million to our Group, and our Board believes that the Disposal Consideration is justifiable as the Proposed Disposal will enable our Group to fully resolve the indebtedness due to the Secured Lenders. This will enable our Group to record a one-time debt waiver of approximately RM122.1 million based on the amount outstanding as at latest audited consolidated financial statements for FYE 30 June 2021, and pro forma interest savings of approximately RM10.0 million per annum calculated based on an effective interest rate of 7.8% per annum.

The Disposal Consideration translates into a proforma gain on disposal of which is computed as follows:

	Audited FYE 30 June 2021
	RM'000
Total assets of SOL and 48% assets of Scomi KMC	(278,661)
Add: Total liabilities of SOL and 48% assets Scomi KMC	397,715
Net liabilities	119,054
Add: Minority interest	14,987
Add: Disposal Consideration	21,000
Less: Repayment of debt facilities	(19,700)
Less: Estimated expenses in relation to the Proposed Disposal	(1,300)
Pro forma gain on disposal⁽¹⁾	134,041

Noted:

⁽¹⁾ The pro forma gain on disposal is subject to changes according to our Group's NA upon completion of the Proposed Disposal.

If the Proposed Disposal is not carried out, it is expected that the Secured Lenders will continue to exercise their rights under the security documents to take possession of the Charged Assets, and appoint Receivers & Managers group-wide. This will render null and void the contractual obligations with SOL's clients which comprise major oil and gas players, and ultimately a possible winding up situation. As at LPD, the Receiver and Manager has been appointed over the assets and undertakings of SOSB.

Our Group has also issued guarantees for the businesses under SOL Group in which our Group is not in position to defend or fulfill those guarantees. Upon completion of the Proposed Disposal, our Group would be discharged from those guarantees provided for the performance of contracts which were awarded to SOL Group.

As such, our Board is taking advantage of this opportunity to undertake the Proposed Disposal with the ultimate objective of formulating a comprehensive regularisation plan of which involving the potential injection of new viable business by a white knight into our Company. This is expected to enhance our shareholders' value as compared to a liquidation scenario where the companies are liquidated and the Charged Assets are sold leading to our Company being delisted from the Main Market of Bursa Securities.

Proposed Scheme of Arrangement

The cash proceeds from the Proposed Disposal are to be utilised by our Group to repay the debt obligations of KMCOB and SOSB owing to the Secured Lenders which collectively have security including amongst others, debenture over the assets of the affected subsidiaries, debenture on SOL, charge on shares and corporate guarantees over the principal subsidiaries of SOL Group. All the security documents, including debenture, charge on shares, corporate guarantees and personal guarantees shall accordingly be discharged by the Secured Lenders. For reference, the Security Agent for the credit facilities have informed that 99.7% of the Secured Lenders (in terms of value) have provided conditional approval for the Proposed Disposal, as follows:

Secured Lenders	Outstanding Debt	
	RM	%
Danajamin Nasional Berhad	68,517,069	56.8%
Malayan Banking Berhad	17,526,686	14.5%
OCBC Bank (Malaysia) Berhad	14,988,254	12.4%
OCBC Bank (Malaysia) Berhad (as Swap providers)	7,599,040	6.3%
Hong Leong Investment Bank Berhad	9,040,743	7.5%
CIMB Bank Berhad	2,656,982	2.2%
Al Rajhi Banking & Investment Corp	393,887	0.3%
Total	120,722,661	100.0%

It is envisaged that SOSB will undertake a scheme of arrangement with its secured creditors pursuant to Section 366 of the Act (“Proposed Scheme of Arrangement”) to give effect to the debt repayment scheme set out above to bind the remaining 0.3% of the Secured Lenders. In this regard, SOSB had on 8 April 2022 submitted the application to the High Court of Malaya and the hearing date was fixed for 21 April 2022, wherein on even date, the High Court issued several Orders pursuant to Sections 366, 368 and 369 of the Act that are favourable and in line with the Proposed Scheme of Arrangement.

The details of the Orders pursuant to Sections 366, 368 and 369 of the Act are as follows:

- (a) The Applicant be granted leave to call for its Secured Creditor’s Meeting (hereinafter the “**Creditors’ Meeting**”) pursuant to Section 366 (1) of the Act for the purpose of taking into account and if deemed appropriate, to approve with or without modification, a proposed scheme of arrangement and compromise between the Applicant and its Secured Creditors (“**the Scheme Creditors**”), the particulars of which are contained in the Applicant’s Proposed Scheme of Arrangement;
- (b) With regard to the Creditors’ Meeting:
 - (i) The Creditors’ Meeting is to be held within two (2) months from the date of this Order;
 - (ii) The Applicant be given liberty to conduct the Creditors’ meeting virtually or such other technology, means, method and/or facilities that enables the Scheme Creditors of the Applicant to participate and vote remotely;
 - (iii) Subject to paragraph (i) above, the Applicant be granted liberty to fix the time, date and venue for the Creditors’ Meeting;
 - (iv) The Creditors’ Meeting be summoned by giving notice of not less than twenty-one (21) days and that the notice be given by way of ordinary post or electronic mail to each and every Scheme Creditor under the Scheme entitled to receive such notice, and
 - (v) An “Explanatory Statement” pursuant to Section 369 of the Act shall be given to each Scheme Creditor under the Scheme together with notice of the Meeting referred to in paragraph 2.4 above;
- (c) Pursuant to Section 368 (1) of the Act, all proceedings in any action and/or any proceedings against the abovenamed Applicant and the Applicant’s holding company, Scomi Oilfield Limited (“SOL”) including but not limited to the enforcement of any security, winding up proceedings and any execution proceedings against the abovenamed Applicant and SOL, save for the appointment of receiver and/or manager over the abovenamed Applicant’s assets and SOL’s assets, be restrained

for a period of two (2) months from the date of this Order hereof except with leave of Court and subject to any terms as this Court may impose;

- (d) *Raja Hisham Muddin bin R Mohd Iskandar (NRIC No.: 560620-08-5507) the person nominated as a director of the Applicant pursuant to Section 368(2)(d) of the Act, be approved and appointed;*
- (e) *The Applicant shall within seven (7) days from the date of this Order herein;*
 - (i) *Lodge an office copy of the Order with the Registrar of Companies;*
 - (ii) *Publish a notice of the order in one widely circulated newspaper in Malaysia in the national language and one widely circulated newspaper in Malaysia in the English language, and*

The lodgement of the office copy and the advertisement to constitute valid service and/or notice of the Order on all parties related hereto;

- (f) *Raja Hisham Muddin bin R Mohd Iskandar and in his absence, his nominee, shall chair the Creditors' Meeting;*
- (g) *Upon the conclusion of the Creditors' Meeting, the Applicant shall report the results of the Creditors' Meeting to this Honourable Court;*
- (h) *The Applicant be granted liberty to apply for the Scheme of Arrangement as detailed in the Explanatory Statement made pursuant to Section 369 of the Act, which if approved by the Scheme Creditors in the Creditors' Meeting, be thereafter approved by this Honourable Court and be binding on the Applicant and the Scheme Creditors pursuant to Section 366 (3) and 366 (4) of the Act; and*
- (i) *The Applicant shall bear the costs of this application.*

On 23 May 2022, the Scheme Creditors has agreed by the requisite majority to approve the Proposed Scheme of Arrangement with modifications.

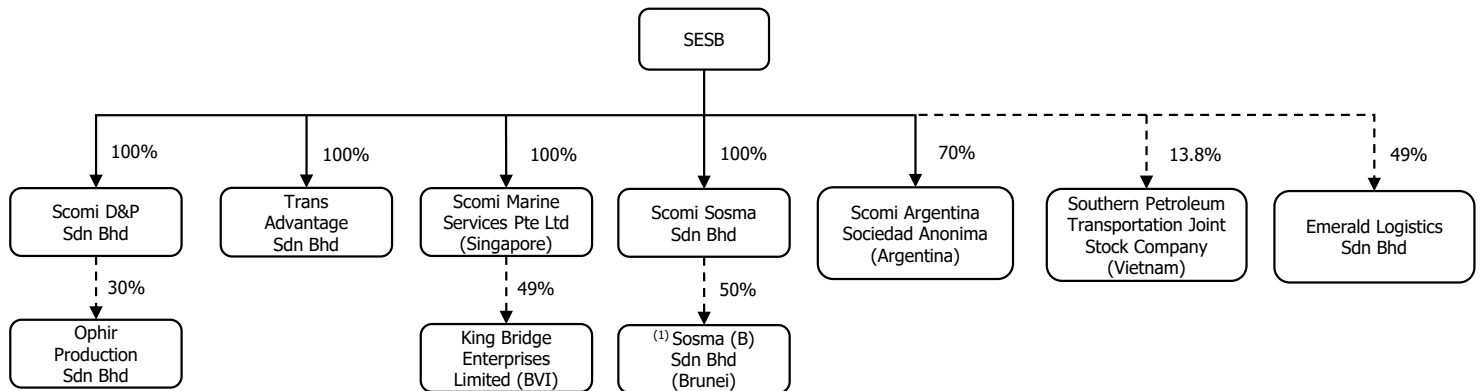
Subsequently, the High Court of Kuala Lumpur had on 17 June 2022, allowed the application by SOSB and made the following Orders:

- (i) *The proposed restructuring scheme as detailed in explanatory statement dated 29 April 2022 pursuant to Section 369 of the Act, and as approved with modifications by the Scheme of Creditors approved by the Honourable Court and binding on SOSB and the Scheme Creditors in accordance with Sections 366(3) and 366(4) of the Act;*
- (ii) *A copy of the office copy of the Order to be lodged with the Registrar of Companies Commission of Malaysia ("**SSM**");*
- (iii) *SOSB is given the liberty to apply; and*
- (iv) *The cost of this application is borne by SOSB.*

On 23 June 2022, a copy of the Order has been lodged with the SSM by the solicitors representing SOSB.

Upon completion of the Proposed Disposal, our Group will have 5 remaining subsidiaries and 5 associate companies, with the exception of Southern Petroleum Transportation Joint Stock Company (Vietnam), all of which are dormant and/or do not have any remaining businesses. Our Group will be no longer have any core business and contingent liabilities.

Our Group structure after the Proposed Disposal are as follows:



Note:

- (1) The company was dissolved on 16 October 2015. Prior to dissolution, the company was dormant.

If the Proposed Disposal cannot be completed, it is expected that the Secured Lenders will exercise their rights under the security documents to take possession of SOL and the affected subsidiaries. In this scenario, we can expect the Secured Lenders to appoint groupwide receivers and managers.

Listing status and future plans of SESB Group

The Proposed Disposal is deemed a major disposal pursuant to Paragraph 10.11A of the Listing Requirements of Bursa Securities. Upon completion of the Proposed Disposal, SESB will have 5 remaining subsidiaries and 5 associate companies as set out above, with the exception of Southern Petroleum Transportation Joint Stock Company (Vietnam), all of which are dormant and/or do not have any remaining businesses.

Our Company will either trigger the criteria for a cash company under Paragraph 8.03(1) and Practice Note 16 (“PN 16”) of the Listing Requirements or inadequate level of operations pursuant to Paragraph 8.03A of the Listing Requirements as a result of the Proposed Disposal. Our Board intends to maintain the listing status of our Company on the Main Market of Bursa Securities and will endeavour to take the necessary steps to expand its existing services and use its best endeavours to identify potential new business and/or assets to be acquired.

If our Company triggers the inadequate level of operations pursuant to Paragraph 8.03A of the Listing Requirements, our Company must comply with the following, failing which Bursa Securities may suspend the trading of the listed securities of our Company or de-list our Company, or both:

- (i) immediately announce to Bursa Securities of our Company’s condition and provide such information from time to time for public release in accordance with the disclosure

obligations set out in Paragraph 4.0 of PN 17 of the Listing Requirements, with the necessary modifications;

- (ii) regularise its condition by complying with the requirements set out in Paragraph 8.04(3) and Paragraph 5.0 of PN 17 of the Listing Requirements, with the necessary modifications; and*
- (iii) comply with other requirements or do such other acts or things as may be prescribed or required by Bursa Securities.*

*Pursuant to Paragraph 8.03(1) and PN 16 of the Listing Requirements, Bursa Securities may classify our Company as a 'Cash Company' upon completion of the Proposed Disposal. A company may be considered as a Cash Company when its assets, on a consolidated basis, consists of 70% or more of cash or short-term investments, or a combination of both ("**Cash Criterion**"). Our Company is required to immediately notify Bursa Securities when its assets trigger the Cash Criterion. Bursa Securities will determine whether our Company will be considered a Cash Company and will notify our Company of its decision.*

Notwithstanding the above, our Company had on 31 October 2019 triggered PN 17 of the Listing Requirements. As an affected listed issuer, our Company is required to submit a regularisation plan to the relevant authorities for approval by 30 November 2022 unless otherwise extended by Bursa Securities. As at the LPD, the Company is still in the midst of formulating its regularisation plan, which may comprise but are not limited to, the acquisition of new businesses or assets, as well as fundraising exercises.

The Proposed Disposal was undertaken on its own and not as part of our Company's regularisation plan, as negotiations with potential targets and/or investors will be more conducive after our Group eliminates its defaulted debts obligations with the Secured Lenders. This will form a foundation for our Group to be in a better position to engage with new potential investors with the ultimate objective of formulating a more comprehensive regularisation plan.

Our Company will make the appropriate announcements on any material developments in respect to the proposed regularisation plan pursuant to the Listing Requirements and obtain our shareholders' approval at an EGM to be convened."

QuantePhi's commentary:

The Proposed Disposal entails the disposal of SESB Group's remaining business to ensure repayment of the debt obligation to its Secured Lenders. We note that any outstanding debts thereafter shall be waived, and as such SESB Group will be borrowings-free.

The Proposed Disposal is a more reasonable avenue for SESB Group to resolve its debt obligation as part of the Proposed Scheme of Arrangement, as compared to a situation whereby the Secured Lenders continue to exercise their rights under the security documents to take possession of the Charged Assets, which may lead to the appointment of receivers and managers group wide. This event would compromise the contracts that SOL have with key clients and ultimately facing a possible winding up situation. In such an event, the listing status of SESB would be at risk and there would be minimal opportunity to turnaround SESB.

Hence, the Proposed Disposal would be an integral part of a more comprehensive regularisation plan which may include an injection of a new viable business and ensure SESB complies with the Continuing Listing Obligations of the Listing Requirements and to successfully turnaround the performance of SESB.

Premised on the above, we are of the view that the rationale of the Proposed Disposal is **reasonable**.

4.2 Basis and justification in arriving at the Disposal Consideration

In establishing our opinion on the fairness of the Disposal Consideration, we have considered various acceptable market methodologies, which are commonly used in the valuation of companies. The following valuation methodologies were considered by QuantePhi to assess the Disposal Consideration:

Valuation Methodologies	Discussion
DCF Valuation Method	DCF valuation method is an investment appraisal technique which considers both the time value of money and the projected net cash flow generated, discounted at a specific discount rate to derive the company's valuation. The riskiness of generating such cash flows will also be taken into consideration. DCF valuation method will be used as one of the valuation methodologies as the income and/or cash flows generated from the drilling services business is contracted for a specific contract period.
Revalued Net Asset Value (RNAV) Valuation Method	RNAV valuation method focuses on a company's book value of equity, or the fair market value of its total assets minus its total liabilities, to determine what it would cost to recreate the business. We will apply the RNAV method on assets of the SOL Group which are not utilized in generating income and/or cash flows for the group's drilling services business, as per the above.
Trading Comparable Analysis	Trading comparable analysis compares a company's implied trading multiple to that of a comparable listed company to determine the company's value (" Comparable Companies "). We will <u>not be using Trading Comparable Analysis</u> as the uncertainties involving the renewal of contracts as well as continuation of the business based on the current situation is not taken into consideration and there are no publicly traded companies that are directly comparable to SOL Group's drilling services business in terms of duration of contract (finite life), geographical presence, market size and composition of business activities.
Precedent Transaction Analysis	Precedent transaction analysis is a valuation methodology whereby it seeks to compare the Disposal Consideration against other recent comparable transactions undertaken by listed companies. We will <u>not be using Precedent Transaction Analysis</u> as there are no transactions that are directly comparable in nature and industry.

4.2.1 Proposed Disposal

As set out in Section 2.2, Part A of the Circular, the Disposal Consideration of RM21,000,001 was arrived by the parties including the Receiver and Manager of SOSB on a "willing-buyer-willing-seller" basis, after taking into consideration, amongst others, the historical financial results and position of Scomi KMC and SOL, as well as the rationale of the Proposed Disposal.

Valuation of the Companies / Assets to be disposed ("**Various Assets**")

In arriving at the fair value of the Various Assets, we have adopted the Sum-of-parts-valuation ("**SOPV**") model as our sole valuation method, in which the fair value of the Various Assets will be the aggregate valuation of the following components:

- (i) **In-Scope Companies & SOG Kuwait:** The In-Scope Companies are the 9 key entities within the SOL Group which hold majority of the secured contracts (on-going) in various countries where SOL Group has operation in. The investment of 25% equity interest in SOG Kuwait has also been included here based on the future projection given by the Management;
- (ii) **Fixed Asset:** Fixed asset represents the Dataran Prima Property which is owned by SOSB and is presently subject to security interest under the debenture created by SOSB in favour of Security Agent. On 1 September 2021, a Receiver & Manager was appointed by the Security Agent over the assets and undertakings of SOSB;
- (iii) **Other Assets:** Other assets comprise of tools, equipment, plant and machinery not tied to any secured contracts. They remain idle and are separable from the SOL Group without affecting the fulfilment of the secured contract's obligation. As limited information on the investment of 25% equity interest in GOP Johor under SOSB is available, it is also considered here; and
- (iv) **Identified Companies:** Identified Companies comprise of 9 subsidiaries of SOL to be acquired by Falcon.

The SOPV model represents the aggregate valuation of these components which shall be valued based on the respective most appropriate valuation methods as follows:

<u>Companies / Assets</u>	<u>Valuation method</u>
(i) In-Scope Companies & SOG Kuwait	DCF
(ii) Fixed Asset	RNAV
(iii) Other Assets	RNAV
(iv) Identified Companies	RNAV

We view the SOPV model to be the most appropriate method to estimate the fair value of the Various Assets for the following reasons:

(A) DCF valuation of the In-Scope Companies & SOG Kuwait

The Projected Free Cash Flow to Equity ("Projected FCFE") (*together with the bases and assumptions adopted therein*) have been reviewed and approved by the Management and Board of SESB. The key bases and assumptions adopted in the preparation of the Projected FCFE include, amongst others, the following:

- (i) the secured contracts (remaining contract balance) will be fulfilled in accordance with the contracted terms by the contracting entities (i.e. the In-Scope Companies and SOG Kuwait), from 2022 until 2026;
- (ii) the secured contracts in Russia have been adjusted downwards in view of the current geopolitical tensions between Russia and Ukraine, resulting in a series of sanctions and/or restrictions on many aspects of the businesses in Russia;
- (iii) there will not be any significant or material changes to the licenses, permits, approvals and regulations governing the business activities of the In-Scope Companies and SOG Kuwait;
- (iv) save for the geopolitical tension in Russia, there will not be any significant or material changes in political, social and economic conditions, monetary and fiscal policies, inflation and regulatory requirements relating to the business activities of the In-Scope Companies and SOG Kuwait in countries where the In-Scope Companies and SOG Kuwait are operating in;

- (v) the In-Scope Companies and SOG Kuwait will begin to pare down its scale of operation in tandem with the completion of secured contracts, on the premise that no future contracts will be secured;
- (vi) the valuation is assessed without taking into consideration the value of synergies created by the purchasers; and
- (vii) No terminal growth assumption is made due to the historical financial results and position of Scomi KMC and SOL Group and the uncertainty in securing additional contracts under the current situation of the Group.

QuantePhi's Commentary:

DCF valuation is based on the principle that the value of a business is a function of the present value of the cash flows it is expected to produce into the future. As SESB defaulted the payment of its debt obligations and has failed to rectify the issue ever since, it imposed a significant concern on the capability of the company to continue its business as usual for the foreseeable future, which has also been expressed/raised by its external auditors since its audited financial statements for FYE 30 June 2019 that caused the Company to become a PN17 company.

This has put a significant pressure/discount on the Company, as investors view the Company as a risky investment, which has been reflected in the share price performance of the Company.

On the secured contracts in Russia, due to the increased uncertainty in the Russia-Ukraine conflict that is still on-going, we are of the opinion that the adjustment is necessary as businesses are faced with disruptions in terms of the banking system, import/export ban, and among other restrictive measures imposed by major countries against Russia.

Aside from the abovementioned, we understand from the Management that the operation of the secured contracts have not been adversely affected by the PN17 status of SESB as well as the macro environment of the business. However, we still maintain a conservative approach in the future forecast of the secured contracts which has been accounted for in the discount rates applied to arrive at the final valuation of the In-Scope Companies and SOG Kuwait.

As such, we think that the above key bases and assumptions adopted in the preparation of the Projected FCFE are **fair and reasonable**.

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In order to derive the fair value of the In-Scope Companies and SOG Kuwait attributable to the shareholders, we have discounted the FCFE projected to be generated from the secured contracts at the cost of equity of SESB. Our valuation, together with the key bases and assumptions adopted, are as follows:

Key bases and assumptions	Description	
Project FCFE	<p>FCFE is the free cash flows from operations available to the equity holders of a company after taking into consideration all operating expenses, movement in working capital, net investing cash flows and net financing cash flows (if any).</p> <p>We have reviewed and evaluated the key bases and assumptions adopted by the Management and approved by the Board in arriving at the Projected FCFE, and we are satisfied that they appear to be appropriate and reasonable given the prevailing circumstances and significant internal and external factors as at the LTD.</p>	Projected FCFE
Risk-free rate (R_f)	<p>R_f is the expected rate of return from a risk-free asset. The risk-free rate compensates the investor for the time value of money and expected inflation rate over the investment period. The frequently adopted proxy for the risk-free rate is the government bond rate of return.</p> <p>In view that the In-Scope Companies and SOG Kuwait have operations and secured contracts in different countries, we have adopted a weighted average 10-year Government Bond yield in the countries where they are operating. We have chosen a 10-year yield as the basis for the R_f as we assume the investment time horizon for investor investing in this type of transaction nature to be medium to long-term. This also provides a neutralised expected return by flattening out the short-term volatility in the recent market environment, for the investor to realistically materialise their investment return.</p> <p><i>(Source: World Government Bonds & Cbonds; 10-year Government Bond yield)</i></p>	4.6%
Beta (β)	<p>The beta coefficient measures the systematic risk of a security relative to the equity market portfolio, which is a proxy for a well-diversified portfolio. Beta estimates the degree of fluctuations of a stock's price based on a given movement in the representative equity market index.</p> <p>As SOL Group is not a listed company and in view that the Group is principally involved in the drilling services business, particularly in the provision of drilling fluids and drilling waste management services, we have extracted the average unlevered β of the comparable companies involved in the O&G drilling support business, as a proxy of the</p>	1.1

Key bases and assumptions

Description

unlevered β of SOL Group, with an aim of obtaining an overall view of valuation for the In-Scope Companies and SOG Kuwait under the DCF Valuation Method.

These comparable companies are principally involved in the provision of drilling support services, which include the provision of drilling fluids and drilling waste management solutions to the O&G players. The other selection criteria also include last 12-month revenue of not more than RM1.5 billion and/or market capitalisation of not more than RM3.0 billion. However, we wish to highlight that the comparable companies may not be exactly similar to the SOL Group in terms of composition of business, scale of operations, track record, shareholders' profile, future prospects and business risk. The list of comparable companies observed in by no means exhaustive.

The list of comparable companies and their corresponding unlevered β are as follows:

Company	Country	1-year Unlevered β
CES Energy Solutions Corp.	Canada	1.0
Pason Systems Inc.	Canada	1.7
Zhongman Petroleum and Natural Gas Group Corp. Ltd.	China	0.5
High Arctic Energy Services Inc.	Canada	1.3

(Source: Capital IQ as at 12 July 2022)

Key bases and assumptions	Description	
Equity risk premium ($R_m - R_f$)	<p>The equity risk premium represents the return required for taking on additional risk associated with holding an investment of equity market portfolio as compared to the expected rate of return from holding risk free assets. The equity market risk premium adopted is the difference between the expected market return and the risk-free rate.</p> <p>In view that the In-Scope Companies and SOG Kuwait have operations and secured contracts in different countries, we have adopted a weighted average equity risk premium in the countries where they are operating.</p> <p><i>(Source: Country Default Spreads and Risk Premiums, Aswath Damodaran)</i></p>	5.3%
Cost of equity (K_e)	<p>Based on the above, the cost of equity (K_e) is computed as follows:</p> $K_e = R_f + \beta \times (R_m - R_f)$ $= 4.6\% + 1.1 \times 5.3\%$ $= 11.0\% \text{ (rounded)}$	11.0%
Discount for lack of marketability (DLOM)	<p>DLOM is an amount or percentage deducted from the value of an ownership interest to reflect the relative absence of marketability of an asset.</p> <p>It is generally due to the fact that investors are willing to pay less for illiquid assets than similar, more liquid assets.</p> <p>An actual theory behind the calculation of DLOM which most valuers refer to is a set of prescriptions known as the Mandelbaum Factors, a prominent tax case in 1995, which outlined several factors to be considered for determining marketability discount, including private vs. public sale of shares, restrictions on transferability of shares and cost associated with a public offering, amongst others.</p> <p>According to the pre-Initial Public Offering (“Pre-IPO”) studies of the Inland Revenue Services (IRS), which analyses identical stock of the same company and compare price points before the stock is publicly traded and at the point that a liquidity event such as an IPO occurs, the studies have derived measures of central tendency for DLOM in the area of 30+% to 60+%.</p> <p><i>(Source: Discount for Lack of Marketability, Job Aid for IRS Valuation Professionals, 2009)</i></p>	40% - 50%

Key bases and assumptions	Description
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Equity Value of the In-Scope Companies & SOG Kuwait	<p>Ranging from <u>RM10.9 million</u> to <u>RM13.0 million</u></p> <p>The formula used to derive the fair value of the In-Scope Companies & SOG Kuwait is as follows:-</p>
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$$\text{Value of the In-Scope Companies \& SOG Kuwait} = \text{Present value of projected FCFE of the In-Scope Companies}^{(1)} + \text{Present value of the projected FCFE of SOG Kuwait (25\%)}^{(1)}$$

Notes:-

(1) Computed based on the following formula:-

$$\text{Present Value of FCFE} = \frac{\text{FCFE}^n}{(1 + K_e)^n}$$

Discount factor @ K_e	11.0 %	11.0 %
Equity value of In-Scope Companies and SOG Kuwait (RM)	21.8 mil	21.8 mil
	Low range	High range
DLOM	50%	40%
Discounted equity value of In-Scope Companies and SOG Kuwait (RM)	10.9 mil	13.0 mil

Based on the key bases and assumptions adopted above, we have performed a sensitivity analysis on one ('1') parameter, namely the DLOM of the In-Scope Companies and SOG Kuwait as the assumptions have significant impact on the fair value calculation. We have varied the values adopted for the DLOM with a range of 40% to 50% to arrive at a range of fair value of the In-Scope Companies and SOG Kuwait. By varying the DLOM on the equity value of the In-Scope Companies and SOG Kuwait, we obtained the fair value of **RM10.9 million to RM13.0 million**.

(B) RNAV valuation of the Dataran Prima Property, Other Assets and Identified Companies

(i) Dataran Prima Property

The Dataran Prima Property is a unit of 5-storey shop office, which is owned by SOSB and is presently subject to security interest under the debenture created by SOSB in favour of Security Agent. On 1 September 2021, a Receiver & Manager was appointed by the Security Agent over the assets and undertakings of SOSB.

For the purpose of the Proposed Disposal, the Receiver & Manager had engaged CH Williams Talhar & Wong Sdn Bhd ("**CBRE | WTW**") as the independent valuer to assess the fair value of the Dataran Prima Property.

According to the valuation report prepared by CBRE | WTW, they have appraised the property's fair market value in between **RM2.8 million** (forced sale scenario) **and RM3.5 million**, using the comparison method. As such, for the purpose of our assessment, we have relied on such independent valuation.

(ii) **Other Assets**

Tools, equipment, plant and machinery

- For the purpose of the Proposed Disposal, the Receiver and Manager had engaged Astoca (M) Sdn Bhd ("**Astoca**") as the independent valuer to assess the fair value of the SOSB Inventories and Equipment which comprise of plant and machinery, rental equipment and inventory stocks of SOSB. According to the valuation report, Astoca had appraised a fair value of RM1.9 million (on forced sale basis) for the SOSB Inventories and Equipment, which represents a discount of approximately 51% to the market value of RM4.0 million of those assets in the same report.
- However, in our independent assessment of the Proposed Disposal, we have taken into account the other tools, equipment, plant and machinery within the SOL Group. Hence, we have not relied on the independent valuation done by Astoca.
- Our assessment of these assets are as follows:
- Other assets comprise of tools, equipment, plant and machinery of the In-Scope Companies and SOSB which are not tied to any secured contracts (i.e. not utilised in generating income and/or cash flows for the drilling services business of the SOL Group).
- These assets are currently held idle and are separable from the SOL Group without affecting the fulfilment of all the secured contract's obligation. The Management has identified these assets and provided us with the latest NBV of these assets as at the LTD, which are held in different countries where SOL Group has operation in.
- The latest NBV of these assets as at the LTD are RM8.6 million.
- In evaluating the fair value of the tools, equipment, plant and machinery, we have considered the liquidation discount in the range of 50% to 60%, after taking into consideration of a forced sale event (limited timescale for disposal), the illiquid nature of the assets, lack of marketability due to specific use case, ageing assets, and cost associated to the disposal of these assets. This is also in tandem with the implied discount rate of 51% applied by Astoca in their independent valuation as well as the reference DLOM range of 30+% to 60+% for business related acquisition/disposal as explained above under Section 4.2.1 (A) of this IAL.
- As such, the fair value of the tools, equipment, plant and machinery is between **RM3.4 million to RM4.3 million**.

25% equity interest in GOP Johor

- The total assets and liabilities of GOP Johor as at 30 June 2021 is as follows:

Assets	RM'mil	Liabilities	RM'mil
Fixed assets	0.5	Accounts payable	1.7
Inventories	1.9	Other current liabilities	3.0
Accounts receivable	3.4		
Other current assets	0.4		
Total Assets	6.2	Total Liabilities	4.7

- Net Assets Value / Equity Value attributable to owners of GOP Johor

$$\begin{aligned} \text{Total Equity Value} &= \text{Total Assets} - \text{Total Liabilities} \\ &= \text{RM6.2 million} - \text{RM4.7 million} \\ &= \text{RM1.5 million} \end{aligned}$$

- 25% equity interest in GOP Johor held by SOSB

$$\begin{aligned} \text{SOSB's equity value} &= \text{GOP Johor's Equity Value} \times \text{SOSB's Equity interest} \\ &= \text{RM1.5 million} \times 25\% \\ &= \text{RM0.4 million} \end{aligned}$$

- Due to limited information available on GOP Johor, we have relied on its latest management account provided to us and deemed the net assets of GOP Johor as the fair value for the purpose of our assessment. As such, the fair value of the equity interest held by SOSB is **RM0.4 million**.

(iii) Identified Companies

Identified Companies comprise of 9 subsidiaries of SOL to be acquired by Falcon. These companies are either dormant or have no significant contracts / business on-going.

In terms of the nominal value of RM1 ascribed for the Identified Companies, we have reviewed the latest management accounts of the Identified Companies available from the Management as at the LTD and we concur with the nominal value ascribed for the valuation of the Identified Companies due to the net liability position of these companies as well as in absence of any significant assets/contracts that are expected to contribute any future economic benefits.

Overall, the aggregate RNAV valuation of the Dataran Prima Property, Other Assets and Identified Companies are summarised as follows:

		Fair Market Value (RM'mil)	
		Low range	High range
(i)	Dataran Prima Property	2.8	3.5
(ii)	Other Assets	3.8	4.7
(iii)	Identified Companies	-*	-*
		6.6	8.2

* Insignificant value

(C) **SOPV for the Various Assets**

Based on the SOPV model, we have derived a range of estimated fair value for the Various Assets of between **RM17.6 million** and **RM21.2 million**:-

Companies / Assets (RM)	Low range	High range
(i) In-Scope Companies & SOG Kuwait	10.9 mil	13.0 mil
(ii) Fixed Asset	2.8 mil	3.5 mil
(iii) Other Assets	3.8 mil	4.7 mil
(iv) Identified Companies	-*	-*
Total fair value (RM)	17.6 mil	21.2 mil
Disposal Consideration (RM)	21.0 mil	21.0 mil
Premium / (Discount) to fair value (RM)	3.5 mil	(0.2 mil)
Premium / (Discount) to fair value (%)	20.1%	(1.1%)

* *Insignificant value*

We note that the financial projections, bases and assumptions are approved and adopted by the Management and the Board, and we did not encounter any extraordinary assumptions, save for the Projected FCFE adjustment, DLOM assumption applied on the DCF valuation of In-Scope Companies and SOG Kuwait, and liquidation discount on the tools, equipment, plant and machinery of SOL Group, as disclosed above. Nonetheless, we wish to highlight that the SOPV model is based on prevailing economic, market and other conditions as at the respective reference dates for the valuation parameters, as well as publicly available information and information provided by the Company, and such conditions may change significantly over a short period of time. The resultant effect of such change may materially and/or adversely affect the valuation of the Various Assets. The shareholders of SESB should note that any departure in the assumptions used in the financial projections could have a material impact on the fair value of the Various Assets.

Premised on the results of the sensitivity analysis above, including the range of DLOM assumed for the In-Scope Companies and SOG Kuwait, and the liquidation discount for the Other Assets (tools, equipment, plant and machinery), we obtained the fair value of RM17.6 million to RM21.2 million. Hence, the Disposal Consideration falls within the range of fair value ascribed to the Various Assets, which represents a **premium** of RM3.5 million (20.1%) to the low range and a **discount** of RM0.2 million (1.1%) to the high range of the fair value, as derived using the SOPV model.

In general, solely by comparing the Disposal Consideration against the valuation assigned to the Various Assets as illustrated above, the Disposal Consideration is deemed to be **fair**.

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4.3 Salient terms of the Disposal Agreements

Our commentaries on the salient terms of the Disposal Agreements, as extracted from Appendix I of the Circular, are as follows: -

4.3.1 Salient terms of SPA 1

Salient terms	QuantePhi's comments
<p>1. Sale and Purchase</p> <p><i>Subject to the terms and conditions in SPA 1, SESB shall sell the full legal and beneficial title of the 48,000 ordinary shares held in Scomi KMC and 25,245,314 shares held in SOL (collectively, the “SPA 1 Sale Shares”) and SPV 1 shall purchase the SPA 1 Sale Shares, free from all encumbrances and together with all rights now or hereafter attaching to them, including all rights to any dividend or other distribution declared, made or paid after the date of SPA 1.</i></p>	<p>These terms are reasonable as the SPA 1 Sale Shares will be sold and transferred to SPV 1 without encumbrances, and together with all rights after the relevant conditions precedent have been fulfilled or waived and it is customary in the transactions of similar nature.</p>
<p>2. Consideration</p> <p>(a) <i>The total consideration payable for the SPA 1 Sale Shares shall be RM13,505,000 (“SPA 1 Purchase Price”).</i></p> <p>(b) <i>Prior to the execution of the SPA 1, SPV 1 had paid a deposit of RM1,450,500 to SESB (“SPA 1 Earnest Deposit”) which shall form part of the SPA 1 Purchase Price.</i></p> <p>(c) <i>The remainder of the SPA 1 Purchase Price in the amount of RM12,054,500 (“SPA 1 Balance Purchase Price”) shall be payable to SESB within seven (7) days from the last SPA 1 Conditions Precedent (as defined hereafter) being fulfilled.</i></p>	<p>The SPA 1 Earnest Deposit represents the commitment of SPV 1 to complete the Proposed Disposal.</p> <p>The SPA 1 Balance Purchase Price shall be satisfied within the mutually agreed period of time upon fulfilment of the last SPA 1 Conditions Precedent.</p> <p>Premised on the above, we are of the opinion that these payment terms are reasonable.</p>

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Salient terms	QuantePhi's comments
<p>3. Conditions precedent</p> <p><i>Completion of the sale and purchase of the SPA 1 Sale Shares is conditional upon the following conditions being completed or waived in accordance with the provisions of this section:</i></p>	<p>SPA 1 Conditions Precedent sets out the prerequisites for the SPA 1 to be completed.</p>
<p>(a) <i>SOL entering into an agreement to sell the entire equity in Scomi Equipment Inc, Scomi Oiltools Pakistan (Pvt) Ltd, Scomi Oiltools Pty Ltd, KMCOB Capital Berhad, KMC Oiltools BV, Vibratherm Limited, Scomi Platinum Sdn Bhd, Scomi Oiltools Africa Ltd Congo Sarlu and SOSB subject to the lenders' consent;</i></p>	<p>We are of the opinion that these inter-conditionalities are reasonable.</p>
<p>(b) <i>SOSB entering into an asset purchase agreement with a subsidiary of SPV 1 ("Purchaser SPV") of its identified asset as listed in SPA 1 ("SPA 4");</i></p>	
<p>(c) <i>SOSB entering into a sale and purchase agreement with the Purchaser SPV of its property (details as set out in SPA 1) ("SPA 3");</i></p>	
<p>(d) <i>SOSB entering into a share sale agreement with the Purchaser SPV of its 4% shareholdings (together with the entire 25,000,000 RPS) in Scomi KMC, 25% shareholdings in SOG Kuwait and 25% shareholdings in GOP Johor ("SPA 2");</i></p>	
<p>(e) <i>Directors of DPSB having executed share transfer forms in respect of the sale of DPSB's shares in Scomi KMC and delivered the executed share transfer forms to SPV 1 and DPSB having obtained its board approval for the transfer of its shares in Scomi KMC to any party identified by SPV 1; and</i></p>	

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Salient terms	QuantePhi's comments
<p>(f) <i>SPV 1 being satisfied that the following further conditions precedent, as set out in the SPA 1 have been fulfilled by SESB in form and substance.</i></p>	<p>We note that, there is a standard requirement for SESB to obtain approval from shareholders of SESB in relation to the SPA 1 Sale Shares in the further conditions precedent. We are of the opinion that this term is reasonable so as to give effect to the Proposed Disposal, as already set out in the Section 6 of Part A of the Circular, that the Proposed Disposal is conditional upon obtaining the approval from shareholders of SESB, among others.</p>
<p><u>Approvals for the disposal of Sale Shares and In-Scope Companies</u></p> <p>(i) <i>SESB having obtained its shareholder approval in relation to the disposal of the SPA 1 Sale Shares.</i></p> <p>(ii) <i>SESB having obtained the approval from the lenders for the sale of SOL and the In-Scope Companies free of any encumbrances in favour of the lenders.</i></p>	<p>We also note that the other further conditions precedent as set out in the SPA 1 are reasonable as these are typical terms applicable to the transactions of similar nature.</p>
<p><u>Corporate</u></p> <p>(i) <i>In respect of SOPPL, SOOL, SOCL, SOAL, SOSPL, SOSB, KMCOB, Scomi EI, SOT, SOPL and KOB, documentation evidencing the transfers of shares in Scomi EI, SOPPL, SOPL, KMCOB, KOB, Vibratherm, SPSB, and SOALCS to third parties, such that the entities to be acquired by SPV 1 shall only include SOL and the In-scope Companies.</i></p> <p>(ii) <i>An undertaking from the lenders to discharge all charges registered on the shares of Scomi KMC, SOL and any other subsidiaries of SOL or given by Scomi KMC, SOL and any other subsidiaries of SOL and all guarantees given by Scomi KMC, SOL and any other subsidiaries of SOL upon the payment of the SPA 1 Balance Purchase Price by SPV 1.</i></p>	
<p><u>Contract</u></p> <p>(i) <i>Documentation evidencing the termination of the following agreements:</i></p> <p>(aa) <i>Agreement in respect of Management and Administrative Services and Support dated 30 August 2010 between Scomi Group Berhad and SOL;</i></p> <p>(bb) <i>Agreement for Management and Administrative Services and Support dated 6 July 2005 between KMC Oiltools and KMC Oiltools (S) Pte Ltd (currently known as SOSPL);</i></p> <p>(cc) <i>Agreement for Management and Administrative Services and Support dated 1 January 2010 between SOSPL and SOSB;</i></p>	

Salient terms	QuantePhi's comments
<p>(dd) <i>Joint Venture Agreement dated 3 November 2014 between SOSPL and Golden Land Oil Services;</i></p> <p>(ee) <i>Agreement for Management and Administrative Services and Support dated 1 January 2010 between PTSO and SOSB;</i></p> <p>(ff) <i>Licensing Agreement with effective date of 6 July 2005 between KMC Oiltools (Licensee) and KOB (Licensor);</i></p> <p>(gg) <i>Agreement for Management and Administrative Services and Support dated 1 January 2010 between KMC Oiltools and SOSB;</i></p> <p>(hh) <i>Agreement for Management and Administrative Services and Support dated 1 January 2010 between SORL and SOSB;</i></p> <p>(ii) <i>Master Manpower and Services Agreement dated 12 May 2009 between Scomi KMC and SOSB; and</i></p> <p>(jj) <i>Master Services Agreement dated 10 February 2009 between SOSB and Scomi KMC.</i></p>	
<p><u>License and Regulatory</u></p> <p>(i) <i>Documentation evidencing the payment of all outstanding sales taxes and late payment penalties under the Customs Act 1967 and Income Tax Act 1967 in respect of Scomi KMC.</i></p> <p>(ii) <i>In respect of Scomi KMC's settlement of amounts owing to the Customs Department, documentation evidencing the settlement of payment and confirmation by the Customs that such outstanding sums have been paid up.</i></p>	
<p><u>Employment / Human Resources</u></p> <p><i>Documentation evidencing the payment of outstanding contributions and late payment charges to the Employees Provident Fund Act 1991, the Employees Social Security Act 1969, and Human Resources Development 2001, in respect of Scomi KMC.</i></p>	

Salient terms	QuantePhi's comments
<p><u>Finance</u></p> <p>(i) <i>An undertaking from the lenders to extinguish SOL Group borrowings and to discharge all charges registered in respect of SOL Group upon receipt of the purchase consideration.</i></p> <p>(ii) <i>The audited accounts for SOL and the In-Scope Companies have been prepared and show no material deviation from the management accounts and all adjustments made in the preparation of the management accounts to show compliance with the International Financial Reporting Standards are disclosed, and it has been verified by the auditors of SESB that such adjustments do not cause the audited accounts to materially deviate from the management accounts.</i></p>	
<p><u>Litigation</u></p> <p><i>Provision of the settlement agreement and the payment receipts evidencing the full and final settlement of the claim by Demeter O&G Supplies Sdn Bhd against Scomi KMC in respect of outstanding debts owed.</i></p>	
<p><i>(collectively, the “SPA 1 Conditions Precedent”). SESB shall procure the fulfilment of the Conditions Precedent on or before a date falling 90 days from the date of SPA 1.</i></p>	<p>SPA 1 Completion is subject to the SPA 1 Conditions Precedent being fulfilled no later than 90 days from the date of the SPA 1 or any such date to be mutually agreed between the parties. The term is reasonable.</p> <p>Premised on the above evaluations, we are of the opinion that these completion terms are reasonable as these are typical completion terms applicable to the transactions of similar nature.</p>

Salient terms	QuantePhi's comments
<p>4. Completion</p> <p><i>The completion of SPA 1 (“SPA 1 Completion”) is interconditional upon, and shall occur on, the completion of SPA 1, SPA 4, SPA 3 and SPA 2 unless otherwise agreed between the parties in writing. The parties mutually agree on the “SPA 1 Completion Date” for SPA 1 Completion which shall take place as soon as all the agreements named herein become unconditional, where applicable.</i></p>	<p>We are of the opinion that these inter-conditionalities are reasonable.</p>
<p>(a) On SPA 1 Completion:</p> <p>(i) <i>SESB shall procure that its obligations set out below in item 6 are fulfilled (“SPA 1 Completion Deliverables”); and</i></p>	<p>We note that the SPA 1 Completion Deliverables are typical terms applicable to the transactions of similar nature.</p>
<p>(ii) <i>SPV 1 shall procure a bank guarantee in favour of MDC Oil & Gas (SK 320) Ltd and Hess Exploration and Production Malaysia B.V. to replace the existing bank guarantees with reference number 99140BGP6331330 for RM52,498.87 and reference number 99140BGP6258139 for RM1,396,627.00, respectively.</i></p>	<p>We are of the opinion that these terms are reasonable as they are typical terms applicable to the transactions of similar nature.</p>
<p>(b) <i>Against receipt of the SPA 1 Completion Deliverables, SPV 1 shall arrange for payment of the SPA 1 Balance Purchase Price by way of electronic transfer to SESB.</i></p>	<p>Upon delivery of the said documents, SPV 1 shall pay SESB the SPA 1 Balance of Purchase Price. This term is reasonable.</p> <p>Premised on the above evaluations, we are of the opinion that these completion terms are reasonable as these are typical completion terms applicable to the transactions of similar nature.</p>

Salient terms	QuantePhi's comments
<p>5. Default/ Termination clause</p> <p>(a) <i>Without prejudice to any other remedies available to SESB, if in any respect the provisions of item 4 are not complied with by SPV 1 on the SPA 1 Completion Date, SESB may:</i></p> <p>(i) <i>defer SPA 1 Completion to a date not more than twenty-eight (28) days after the SPA 1 Completion Date; or</i></p> <p>(ii) <i>terminate SPA 1 by giving written notice to SPV 1 and forfeit the SPA 1 Earnest Deposit as liquidated ascertained damages in full settlement of any claim by SESB against SPV 1.</i></p>	<p>In the event of non-payment by SPV 1 of the SPA 1 Balance Purchase Price on the SPA 1 Completion Date, SESB can either defer SPA 1 Completion or terminate the SPA 1 and forfeit the SPA 1 Earnest Deposit as compensation. These terms are reasonable as these are the normal commercial terms to safeguard the interest of SESB.</p>
<p>(b) <i>In addition to any other rights to terminate SPA 1, SPV 1 may terminate SPA 1 by giving written notice to SESB at any time prior to SPA 1 Completion if any fact, matter or event (whether existing or occurring on or before the date of SPA 1 or arising or occurring afterwards) comes to the notice of SPV 1 at any time prior to SPA 1 Completion which:</i></p> <p>(i) <i>constitutes or would constitute a material breach by SESB of:</i></p> <p>(aa) <i>any warranty; or</i></p> <p>(bb) <i>any of SESB's obligations under SPA 1; or</i></p> <p>(ii) <i>constitutes or would constitute a SPA 1 Material Adverse Change (as defined hereafter),</i></p>	<p>In the event of default, where SESB is unable to fulfill their obligations pursuant to the SPA 1, SPV 1 can terminate the SPA 1 and SESB to refund the SPA 1 Earnest Deposit to SPV 1. Such clause is reciprocal of the default/ termination rights given to SESB.</p> <p>These terms are reasonable as they are the normal commercial terms to safeguard the interest of SPV 1.</p>

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Salient terms	QuantePhi's comments
<p><i>and that material breach or SPA 1 Material Adverse Change, as the case may be, (if capable of being rectified) is not rectified within fourteen (14) days of notification in writing by SPV 1 to SESB. For the avoidance of doubt, the parties shall defer SPA 1 Completion to such other date that will allow SESB fourteen (14) days to rectify such material breach or SPA 1 Material Adverse Change. The rights conferred upon SPV 1 by this clause is in addition to and without prejudice to any other rights of SPV 1 (including any rights to claim damages or compensation from SESB by reason of any such material breach) and failure to exercise it shall not constitute a waiver of any such rights.</i></p> <p><i>For the purpose herein, “SPA 1 Material Adverse Change” shall mean any fact, matter or event which occurs from the date of SPA 1 onwards and which comes to the notice of SPV 1 at or any time prior to any SPA 1 Completion which has or in SPV 1’s opinion, is likely to occur and which will or is likely to have a short-term or long-term material adverse effect on the business or assets, turnover, liabilities, property, condition (financial or otherwise), operating results, operations, prospects or, reputation of SOL or the In-Scope Companies.</i></p>	
<p>6. SESB’s Obligations</p> <p><i>On SPA 1 Completion, SESB shall deliver, or SESB shall procure that there be delivered, to SPV1 in such form and upon such terms satisfactory to SPV1:</i></p> <ul style="list-style-type: none"> <i>(a) the share transfer forms in respect of the SPA 1 Sale Shares duly executed by SESB in favour of SPV 1, together with the original share certificates in respect of such SPA 1 Sale Shares;</i> <i>(b) certified true copy of the shareholders’ register of SOL reflecting SPV1 as the holder of the SPA 1 Sale Shares;</i> <i>(c) certified true copy of the shareholders’ register of the In-Scope Companies reflecting SOL as the legal beneficial owner of 100% of the allotted and issued shares in the capital of the In-Scope Companies;</i> <i>(d) certified true copies of the resolutions of the board of the directors of SOL resolving and approving:</i> <ul style="list-style-type: none"> <i>(i) the transfer of the SPA 1 Sale Shares to SPV 1;</i> <i>(ii) the issuance of new share certificates to SPV 1;</i> <i>(iii) the entry of the name of SPV 1 into the register of members of SOL as the holder of</i> 	<p>Upon SPA 1 Completion, we note that SESB shall deliver the SPA 1 Completion Deliverables required to effect and implement the disposal of the SPA 1 Sale Shares to SPV 1, and that the SPA 1 Completion Deliverables are reasonable as these are typical terms encompassing the secretarial, administrative and commercial affairs that are applicable to the transactions of similar nature.</p>

Salient terms	QuantePhi's comments
<p><i>the SPA 1 Sale Shares and the making of such other entries into other corporate records of the In-Scope Companies as may be necessary; and</i></p> <p><i>(iv) the revocation of all existing authorities and mandates to banks in respect of the operation of SOL and Scomi KMC bank accounts and giving authority in favour of such persons as SPV 1 may nominate;</i></p>	
<p><i>(e) letters issued by SESB and the In-Scope Companies confirming the SOL and In-Scope Companies remain duly incorporated and is not subject to any form of proceedings or investigations which could adversely affect such incorporation status;</i></p> <p><i>(f) letters issued by each company secretary of all foreign In-Scope Companies (or if there is no office of company secretary, the most senior officer of the foreign In-Scope Company having responsibility for the company secretarial affairs of the foreign In-Scope Company) confirming that:</i></p> <p><i>(i) all of the shares in the In-Scope Company have been validly allotted and issued;</i></p> <p><i>(ii) that no person has the right to call for the allotment, issue or transfer of shares in the In-Scope Company under any rights of pre-emption;</i></p> <p><i>(iii) that the statutory books of the In-Scope Company have been properly maintained in accordance with applicable laws; and</i></p> <p><i>(iv) all filings and returns required by law to be made by the In-Scope Company to the relevant authorities have been duly made;</i></p> <p><i>(g) evidence acceptable to SPV1 that all amounts owing by Scomi KMC, SOL or any In-Scope Company by way of inter-company indebtedness to SESB and its subsidiaries has been extinguished or waived and that there is no actual or contingent liability of Scomi KMC, SOL or any In-Scope Company for any such inter-company indebtedness;</i></p> <p><i>(h) tenancy agreement to be entered into between the Purchaser SPV and SESB for offices which will continue to be used by SESB following SPA 1 Completion;</i></p> <p><i>(i) all Business Information and Business Intellectual Property of SOL or any In- scope Company being migrated or will be migrated to SPV 1 or being</i></p>	

Salient terms	QuantePhi's comments
<p><i>made available with SOL and the In-Scope Companies;</i></p> <p><i>(j) Where the current shareholding structure of PT SO is to be retained, the amendment of the Power of Attorney between PT SO, SOSPL and PT Stella Solis Alpha ("PT Stella") executed on 27 August 2020 ("PoA") so that it is correctly reflected that the PoA is granted by PT Stella in favour of SOSPL.</i></p> <p><i>(k) Provision of the finalised and updated list of employees up until the day preceding the SPA 1 Completion Date.</i></p> <p><i>(l) Notification to Petroliam Nasional Berhad in respect of the change in shareholdings of Scomi KMC arising from the transfer of shares held by SOSB in Scomi KMC to Purchaser SPV prior to the liquidation of SOSB.</i></p>	

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4.3.2 Salient terms of SPA 2

Salient terms	QuantePhi's comments
<p>1. Sale and purchase</p> <p><i>Subject to the terms and conditions in the SPA 2, SOSB shall sell the full legal and beneficial title of 4,000 ordinary shares and 25,000,000 RPS held in Scomi KMC; 25 cash shares held in SOG Kuwait and 125,000 ordinary shares in GOP Johor (collectively, the “SPA 2 Sale Shares”) and SPV 2 shall purchase the SPA 2 Sale Shares, free from any encumbrances and together with all rights now or hereafter attaching to them, including all rights to any dividend or other distribution declared, made or paid as from SPA 2 Completion Date (as defined hereinafter).</i></p>	<p>These terms are reasonable as the SPA 2 Sale Shares will be sold and transferred to SPV 2 without encumbrances, and together with all rights after the relevant conditions precedent have been fulfilled or waived and it is customary in the transactions of similar nature.</p>
<p>2. Consideration</p> <p><i>The total consideration payable for the SPA 2 Sale Shares shall be RM2,600,001 (“SPA 2 Purchase Price”) which shall be paid by SPV 2 as follows:</i></p> <p>(a) <i>the sum of RM260,000 representing 10% of the SPA 2 Purchase Price (“SPA 2 Deposit”) which had been paid prior to the date of SPA 2; and</i></p> <p>(b) <i>subject to item 3 below, the sum of RM2,340,001 representing 90% of the SPA 2 Purchase Price (“SPA 2 Balance Purchase Price”) which shall be paid on the SPA 2 Completion Date (as defined hereafter)</i></p>	<p>The SPA 2 Deposit represents the commitment of SPV 2 to complete the Proposed Disposal.</p> <p>The SPA 2 Balance Purchase Price, subject to SOSB obtaining the waiver of ROFR for GOP Johor Sale Shares, shall be satisfied within a mutually agreed period of time upon fulfilment of the completion terms in SPA 2.</p> <p>Premised on the above, we are of the opinion that these payment terms are reasonable.</p>
<p>3. GOP Johor sale shares</p> <p>(a) <i>SOSB shall take steps to obtain the waiver from United Investments JVP, LLC (being the other shareholder of GOP Johor) (“GOP Other Shareholder”) of the right of first refusal to acquire the 125,000 ordinary shares in GOP Johor (“GOP Johor Sale Shares”) (“Waiver of ROFR”). SOSB shall promptly notify and furnish documentary evidence (where appropriate) to SPV 2 in relation to the Waiver of ROFR (including a failure to obtain the Waiver of ROFR).</i></p>	<p>We note that the waiver of ROFR for GOP Johor Sale Shares has not been obtained from GOP Other Shareholder by SOSB prior of entering into SPA 2. Hence, the waiver of ROFR forms part of the completion and consideration terms of SPA 2.</p>

Salient terms	QuantePhi's comments
<p>(b) <i>In the event that, before the SPA 2 Completion Date, the Waiver of ROFR is not obtained:</i></p> <p>(i) <i>SPA 2 shall proceed to SPA 2 Completion (as defined hereinafter) as if the GOP Johor Sale Shares do not form part of the Sale Shares under SPA 2 (and the relevant provisions in SPA 2 relating to the GOP Johor Sale Shares shall cease to be applicable); and</i></p> <p>(ii) <i>the SPA 2 Purchase Price shall be reduced by RM600,000.00 (on the basis of the purchase consideration of the GOP Johor Sale Shares as disclosed in Section 2.2 of Part A of the Circular) and the SPA 2 Balance Purchase Price to be paid by SPV 2 on the SPA 2 Completion Date shall be reduced to RM1,740,001.</i></p>	<p>Failure to obtain the waiver of ROFR before the SPA 2 Completion Date will not result in a termination event, but the SPA 2 will be proceeding without the GOP Johor Sale Shares, which in turn reduces the SPA 2 Purchase Price, SPA 2 Balance Purchase Price to be paid and the Disposal Consideration.</p> <p>This is reasonable for SOSB, as the non-fulfilment of this term does not jeopardise SPA 2, which in turn, does not risk the entire Proposed Disposal falling through.</p> <p>Premised on the above, we are of the opinion that this term is reasonable.</p>
<p>4. Completion</p> <p>(a) <i>The completion of SPA 2 (“SPA 2 Completion”) is inter-conditional upon, and shall occur on, the completion of SPA 1, SPA 3 and SPA 4 unless otherwise agreed between the parties in writing. The parties mutually agree on the date of completion which shall take place as soon as all the agreements named herein become unconditional, where applicable (“SPA 2 Completion Date”);</i></p>	<p>We are of the opinion that these inter-conditionalities are reasonable.</p>
<p>(b) <i>On SPA 2 Completion, SOSB shall procure that its obligations specified in below in item 6 are fulfilled (“SPA 2 Completion Deliverables”);</i></p>	<p>We note that the SPA 2 Completion Deliverables are reasonable as these are typical terms applicable to the transactions of similar nature.</p>
<p>(c) <i>Against receipt of the SPA 2 Completion Deliverables, SPV 2 shall arrange for payment of the SPA 2 Balance Purchase Price by way of electronic transfer to SOSB; and</i></p>	<p>Upon delivery of the said documents, SPV 2 shall pay SOSB the SPA 2 Balance of Purchase Price. This term is reasonable.</p>

Salient terms	QuantePhi's comments
<p>(d) <i>In the event that the contract awarded by the Kuwait Oil Company to SOSB for the provision of mud products and mud engineering services for deep/development drilling and involving the supply of drilling fluids chemicals, mud engineers and liquid mud plant facilities to Kuwait Oil Company (“KOC Contract”) is successfully novated from SOSB to another entity (“New Kuwait Entity”) and SOSB holds 25% of the shares in the New Kuwait Entity, SOSB shall ensure that SOSB’s shareholding in the New Kuwait Entity will be transferred to SPV 2.</i></p> <p><i>Note: The potential transfer of SOSB’s 25% stake in New Kuwait Entity to SPV 2 is part of the existing Proposed SOSB Disposal, as the novation of the KOC Contracts from SOSB to New Kuwait Entity effectively transfer the economic benefits of the KOC Contracts to the New Kuwait Entity.</i></p>	<p>Upon successful novation of the KOC Contract to the New Kuwait Entity, the economic interest from the KOC Contract will benefit the New Kuwait Entity.</p> <p>Therefore, as the ultimate offeror in relation to the Proposed Disposal, CMS will be the beneficiary of 25% of the economic interest in the KOC Contract. We are of the opinion that this term is reasonable as it does not affect the interest of the shareholder of SESB.</p> <p>Premised on the above evaluations, we are of the opinion that these completion terms are reasonable as these are typical completion terms applicable to the transactions of similar nature.</p>

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Salient terms	QuantePhi's comments
<p>5. Default/ Termination clause</p> <p>(a) <i>Without prejudice to any other remedies available to the SOSB, if in any respect the provisions of item (c) above are not complied with by SPV 2 on the SPA 2 Completion Date, SOSB may:</i></p> <p>(i) <i>defer SPA 2 Completion to a date not more than 28 days after the SPA 2 Completion Date; or</i></p> <p>(ii) <i>terminate SPA 2 by giving written notice to SPV 2 and forfeit the SPA 2 Deposit as liquidated ascertained damages in full settlement of any claim by SOSB against SPV 2.</i></p>	<p>In the event of non-payment by SPV 2 of the SPA 2 Balance Purchase Price on the SPA 2 Completion Date, SOSB can either defer SPA 2 Completion or terminate the SPA 2 and forfeit the SPA 2 Deposit as compensation. These terms are reasonable as these are the normal commercial terms to safeguard the interest of SOSB.</p>
<p>(b) <i>SPV 2 may terminate SPA 2 by giving written notice to SOSB at any time prior to SPA 2 Completion if any fact, matter or event (whether existing or occurring on or before the date of SPA 2 or arising or occurring afterwards) comes to the notice of SPV 2 at any time prior to SPA 2 Completion which:</i></p> <p>(i) <i>constitutes or would constitute a material breach by SOSB of:</i></p> <p>(aa) <i>any warranty; or</i></p> <p>(bb) <i>any of SOSB's obligations under SPA 2; or</i></p> <p>(ii) <i>constitutes or would constitute a SPA 2 Material Adverse Change (as defined hereafter),</i></p> <p><i>and that material breach or SPA 2 Material Adverse Change, as the case may be, (if capable of being rectified) is not rectified within fourteen (14) days of notification in writing by SPV 2 to SOSB. If SPA 2 is terminated by SPV 2 in accordance with this clause, SOSB shall forthwith refund the SPA 2 Deposit free of interest to SPV 2. For the avoidance of doubt, the parties shall defer SPA 2 Completion to such other date that will allow SOSB fourteen (14) days to rectify such material breach or SPA 2 Material Adverse Change.</i></p> <p><i>For the purpose herein, "SPA 2 Material Adverse Change" shall mean any fact, matter or event which occurs from the date of SPA 2 onwards and which comes to the notice of SPV 2 at or any time prior to any SPA 2 Completion which has or in SPV 2's opinion, is likely to occur and which will or is likely to have a short-term or long-term material adverse effect on the business or assets, turnover, liabilities, property, condition (financial or otherwise), operating results, operations, prospects or, reputation of Scomi KMC, SOG Kuwait and GOP Johor as applicable.</i></p>	<p>In the event of default, where SOSB is unable to fulfill their obligations pursuant to the SPA 2, SPV 2 can terminate the SPA 2 and SOSB to refund the SPA 2 Deposit to SPV 2. Such clause is reciprocal of the default/ termination rights given to SOSB.</p> <p>These terms are reasonable as they are the normal commercial terms to safeguard the interest of SPV 2.</p>

Salient terms	QuantePhi's comments
<p>6. SOSB's Obligations</p> <p>SOSB and SPV 2 agree that:</p> <p>(a) <i>In respect of Scomi KMC and GOP Johor, SPV 2 shall do all acts and things to cause and effect the transfer of the SPA 2 Sale Shares from SOSB to SPV 2 with all due speed after the SPA 2 Completion Date and thereafter, SPV 2 shall procure that Scomi KMC and GOP Johor inform SOSB of the registration of SPV 2 as the legal owner of the SPA 2 Sale Shares (together with evidence which may include certified true copies of the register of members of Scomi KMC and GOP Johor). For Scomi KMC and GOP Johor, all of this shall be done within thirty (30) days after the share transfer forms representing the SPA 2 Sale Shares in respect of Scomi KMC and GOP Johor have been stamped;</i></p> <p>(b) <i>in respect of SOG Kuwait, SOSB and SPV 2 shall work together to do all acts and things and take such steps to:</i></p> <p>(i) <i>update the articles of incorporation of SOG Kuwait and the commercial register of SOG Kuwait as a result of the change in shareholders and report the change in shareholders to the Kuwaiti Ministry of Commerce and Industries' (MOCI) online portal and obtain MOC's approval on the following:</i></p> <p>(aa) <i>the updated articles of incorporation of SOG Kuwait; and</i></p> <p>(bb) <i>the updated commercial register of SOG Kuwait;</i></p> <p>(ii) <i>follow up with the Kuwaiti Ministry of Justice (MOJ) on the authentication of the change in SOG Kuwait's shareholders; and</i></p> <p>(iii) <i>procure that SOG Kuwait arrange a meeting between SOSB, SPV 2 and a representative of the MOJ. The parties shall ensure that their respective representative attend the said meeting with the MOJ.</i></p>	<p>We note that SPV 2 shall endeavour to cause and effect the transfer of SPA 2 Sale Shares from SOSB to SPV 2 after the SPA 2 Completion Date and inform SOSB of the registration of SPV 2 as the legal owner of the SPA 2 Sale Shares, within 30 days after the share transfer forms representing the SPA 2 Sale Shares have been stamped.</p> <p>We also note that in respect of SOG Kuwait, SOSB and SPV 2 shall endeavour to facilitate the change of shareholders as well as transfer of the secretarial, administrative and commercial affairs to SPV 2.</p> <p>These terms are typical and essential terms to give effect and implement the disposal of the SPA 2 Sale Shares to SPV 2.</p>
<p><i>On SPA 2 Completion Date:</i></p> <p>(a) <i>SOSB shall deliver, or SOSB shall procure that there be delivered, to SPV 2 in such form and upon such terms satisfactory to SPV 2:</i></p> <p>(i) <i>The share transfer forms in respect of the SPA 2 Sale Shares for Scomi KMC and GOP Johor executed by SOSB in favour of SPV 2 together with the original share</i></p>	<p>Upon SPA 2 Completion, we note that SOSB shall deliver the SPA 2 Completion Deliverables required to effect and implement the disposal of the SPA 2 Sale Shares to SPV 2, and that the SPA 2 Completion</p>

Salient terms	QuantePhi's comments
<p><i>certificates in respect of such SPA 2 Sale Shares for Scomi KMC and GOP Johor;</i></p> <p>(ii) <i>letter of resignation of the director of GOP Johor which is nominated by SOSB which resignation shall take effect on the SPA 2 Completion Date;</i></p> <p>(iii) <i>in respect of Scomi KMC and GOP Johor, certified true copies of the resolutions of the board of directors of Scomi KMC and GOP Johor resolving and approving:</i></p> <p>(aa) <i>the transfer of the SPA 2 Sale Shares to SPV 2;</i></p> <p>(bb) <i>the cancellation of the old share certificates and issuance of the new share certificates to SPV 2 in respect of the SPA 2 Sale Shares; and</i></p> <p>(cc) <i>the entry of the name of SPV 2 into the register of members of Scomi KMC, SOG Kuwait and GOP Johor as the holder of the SPA 2 Sale Shares; and</i></p> <p>(iv) <i>in respect of SOG Kuwait, the consent of the shareholders of SOG Kuwait approving the transfer of the SPA 2 Sale Shares to SPV 2 (which may be evidenced in a management paper).</i></p>	<p>Deliverables are reasonable as these are typical terms encompassing the secretarial, administrative and commercial affairs that are applicable to the transactions of similar nature.</p>

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4.3.3 Salient terms of SPA 3

Salient terms	QuantePhi's comments
<p>1. Sale and purchase</p> <p><i>Subject to the terms and conditions in the SPA 3, SOSB shall sell, and SPV 2 shall purchase all that piece of land held under the following strata titles:</i></p> <ul style="list-style-type: none"> (i) <i>Geran 46494/M1/1/42, No. Bangunan M1, No. Tingkat 1, No. Petak 42, Lot 42410;</i> (ii) <i>Geran 46494/M1-A/2/70, No. Bangunan M1-A, No. Tingkat 2, No. Petak 70, Lot 42410;</i> (iii) <i>Geran 46494/M1-A/3/98, No. Bangunan M1-A, No. Tingkat 3, No. Petak 98, Lot 42410;</i> (iv) <i>Geran 46494/M1-A/4/126, No. Bangunan M1-A, No. Tingkat 4, No. Petak 126, Lot 42410;</i> (v) <i>Geran 46494/M1-A/5/154, No. Bangunan M1-A, No. Tingkat 5, No. Petak 154, Lot 42410,</i> <p><i>all in Pekan Cempaka, Daerah Petaling, Negeri Selangor (collectively, the “Dataran Prima Property”) in its existing state and condition free from all encumbrances and subject to SESB’s tenancy of the Dataran Prima Property pursuant to a tenancy agreement dated 1 April 2021 between SOSB and SESB (“Tenancy”) on an “as is where is” and “willing buyer, willing seller” basis, for the SPA 3 Purchase Price (as defined hereafter) subject to all the conditions in SPA 3 and subject to all the category of land use, conditions of title and all restrictions in interest whether express or implied, imposed upon, relating to or affecting the Dataran Prima Property or to which the Dataran Prima Property is subject.</i></p>	<p>These terms are reasonable as the Dataran Prima Property will be sold and transferred to SPV 2 without encumbrances.</p>

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Salient terms	QuantePhi's comments																					
<p>2. Purchase Consideration</p> <p>The purchase price for each of the strata title for the Dataran Prima Property is as follows:</p> <table border="1" data-bbox="381 383 1038 1249"> <thead> <tr> <th data-bbox="384 387 459 477">No.</th> <th data-bbox="464 387 826 477">Strata title (all of which are in Pekan Cempaka, Daerah Petaling, Negeri Selangor)</th> <th data-bbox="831 387 1035 477">Purchase price (RM)</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 483 459 600">(i)</td> <td data-bbox="464 483 826 600">Geran 46494/M1/1/42, No. Bangunan M1, No. Tingkat 1, No. Petak 42, Lot 42410</td> <td data-bbox="831 483 1035 600">1,028,571.43</td> </tr> <tr> <td data-bbox="384 607 459 757">(ii)</td> <td data-bbox="464 607 826 757">Geran 46494/M1-A/2/70, No. Bangunan M1-A, No. Tingkat 2, No. Petak 70, Lot 42410</td> <td data-bbox="831 607 1035 757">514,285.71</td> </tr> <tr> <td data-bbox="384 763 459 913">(iii)</td> <td data-bbox="464 763 826 913">Geran 46494/M1-A/3/98, No. Bangunan M1-A, No. Tingkat 3, No. Petak 98, Lot 42410</td> <td data-bbox="831 763 1035 913">488,571.43</td> </tr> <tr> <td data-bbox="384 920 459 1070">(iv)</td> <td data-bbox="464 920 826 1070">Geran 46494/M1-A/4/126, No. Bangunan M1-A, No. Tingkat 4, No. Petak 126, Lot 42410</td> <td data-bbox="831 920 1035 1070">488,571.43</td> </tr> <tr> <td data-bbox="384 1077 459 1227">(v)</td> <td data-bbox="464 1077 826 1227">Geran 46494/M1-A/5/154, No. Bangunan M1-A, No. Tingkat 5, No. Petak 154, Lot 42410</td> <td data-bbox="831 1077 1035 1227">480,000.00</td> </tr> <tr> <td data-bbox="384 1234 459 1249"></td> <td data-bbox="464 1234 826 1249">Total</td> <td data-bbox="831 1234 1035 1249">3,000,000.00</td> </tr> </tbody> </table> <p>(collectively referred as “SPA 3 Purchase Price”)</p>	No.	Strata title (all of which are in Pekan Cempaka, Daerah Petaling, Negeri Selangor)	Purchase price (RM)	(i)	Geran 46494/M1/1/42, No. Bangunan M1, No. Tingkat 1, No. Petak 42, Lot 42410	1,028,571.43	(ii)	Geran 46494/M1-A/2/70, No. Bangunan M1-A, No. Tingkat 2, No. Petak 70, Lot 42410	514,285.71	(iii)	Geran 46494/M1-A/3/98, No. Bangunan M1-A, No. Tingkat 3, No. Petak 98, Lot 42410	488,571.43	(iv)	Geran 46494/M1-A/4/126, No. Bangunan M1-A, No. Tingkat 4, No. Petak 126, Lot 42410	488,571.43	(v)	Geran 46494/M1-A/5/154, No. Bangunan M1-A, No. Tingkat 5, No. Petak 154, Lot 42410	480,000.00		Total	3,000,000.00	<p>The terms are reasonable and serves to protect the interest of SOSB as it sets out the payment obligations of SPV 2 in relation to SPA 3.</p>
No.	Strata title (all of which are in Pekan Cempaka, Daerah Petaling, Negeri Selangor)	Purchase price (RM)																				
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	Total	3,000,000.00																				
<p>3. Mode of settlement</p> <p>(a) Payment of the deposit and retention sum</p> <p>(i) A sum equal to ten percent (10%) of the SPA 3 Purchase Price and amounting to the sum of RM300,000.00 only has been paid by as deposit (“SPA 3 Deposit”) and, upon the completion of the sale and purchase herein, as part payment towards the account of the SPA 3 Purchase Price.</p> <p>(ii) Within 2 business day from the date of SPA 3, SOSB shall pay, out of the SPA 3 Deposit received, the sum of Ringgit Malaysia Ninety Thousand (RM90,000.00) only, being three per cent (3%) of the SPA 3 Purchase Price (“Retention Sum”), to the SPV 2’s Solicitors (who are hereby authorised to deal with the Retention Sum in the manner set out in SPA 3) by way of interbank transfer to the SPV 2’s Solicitors’ clients’ account.</p>	<p>The terms are reasonable and serves to protect the interest of SOSB as it sets out the payment obligations of SPV 2 in relation to SPA 3.</p> <p>The SPA 3 Deposit of 10% by SPV 2 and the payment of Retention Sum by SOSB out of SPA 3 Deposit for the settlement of RPGT also reasonable as these are commonly adopted in the transactions of similar nature.</p>																					

Salient terms	QuantePhi's comments
<p>(b) Payment of the balance of the Purchase Price and completion</p> <p>(i) <i>The completion of SPA 3 (“SPA 3 Completion”) is inter-conditional upon, and shall occur on, the completion of SPA 1, SPA 4 and SPA 2 unless otherwise agreed between the parties in writing. The parties shall mutually agree on the completion date for SPA 3 Completion which shall take place as soon as all the agreements named herein become unconditional, where applicable. The period between the date of SPA 3 and SPA 3 Completion shall be the “SPA 3 Completion Period”. The balance of the ninety per cent (90%) of the SPA 3 Purchase Price amounting to the sum of RM2,700,000.00 only (“SPA 3 Balance Purchase Price”) shall be paid by SPV 2 to SOSB’s solicitors as stakeholders within the SPA 3 Completion Period. The date of SOSB’s solicitors’ receipt of the SPA 3 Balance Purchase Price provided above shall hereinafter be referred to as the “SPA 3 Completion Date”.</i></p> <p>(ii) <i>Against the payment of the SPA 3 Balance Purchase Price by SPV 2, SOSB shall procure SESB to deliver to SPV 2 the novation of the Tenancy and all the terms and conditions of the Tenancy to SPV 2 with effect from the SPA 3 Completion Date (“Novation of Tenancy”) executed by SOSB and SESB respectively, and SPV 2 shall, at the same time, deliver to SOSB and SESB respectively the Novation of Tenancy executed by SPV 2.</i></p>	<p>We are of the opinion that these inter-conditionalities are reasonable.</p> <p>We also take note that upon the SPA 3 Completion, SOSB shall deliver the executed Novation of Tenancy and the related documents once the SPA 3 Balance Purchase Price is received by SOSB’s Solicitors, to effect and implement the disposal of the Dataran Prima Property to SPV 2. This term is reasonable.</p> <p>We further note that typically for the transactions of similar nature, the payment of any balance sum due is to be paid within 3 months from the unconditional date. However, we note that SPV 2 can settle the SPA 3 Balance Purchase Price at anytime from signing to the unconditional date i.e., SPA 3 Completion Date, which is to the benefit to SOSB. This term is reasonable and provides flexibility to SPV 2.</p>

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Salient terms	QuantePhi's comments
<p>(c) Extension of time <i>In the event that SPV 2 is unable to pay the SPA 3 Balance Purchase Price within the SPA 3 Completion Period, SOSB expressly grants to SPV 2 an extension of up to two (2) months (or such longer period as SOSB may agree) (“SPA 3 Extended Completion Period”) to pay the SPA 3 Balance Purchase Price subject to SPV 2 paying to SOSB interest on such part of the SPA 3 Balance Purchase Price which remains unpaid at the rate of eight percent (8%) per annum calculated from the day next after the expiry of the SPA 3 Completion Period to the date of payment of such part of the SPA 3 Balance Purchase Price which remains unpaid, based on a three hundred and sixty-five (365) day year on the actual number of days elapsed, such interest shall be payable together with such part of the SPA 3 Balance Purchase Price which remains unpaid.</i></p>	<p>The extension of 2 months and the penalty clause of 8% is reasonable and is commonly adopted in the transactions of similar nature.</p>
<p>(d) Interbank transfer <i>All payments stipulated to be payable to SOSB under the SPA 3 shall be made by way of interbank transfer in cleared and freely transferable funds to SOSB's bank account. SPV 2 and/or SPV's solicitors shall notify SOSB and/or SOSB's solicitors immediately upon payment being made and furnish documentary evidence of such payments.</i></p>	<p>We are of the opinion that these terms are reasonable as they are typical terms applicable to the transactions of similar nature.</p>
<p>(e) Release of retention sum <i>SPV 2's solicitors are hereby irrevocably and unconditionally authorised by the parties to release and pay the Retention Sum to the:</i></p> <ul style="list-style-type: none"> <i>(i) Director General of Inland Revenue together with the relevant form as prescribed or required by the Director General of Inland Revenue for the purpose of Section 21B(1) of the Real Property Gains Tax Act 1976 within forty-five (45) days from the date of SPA 3; or</i> <i>(ii) to SPV 2 immediately, if SPA 3 is terminated pursuant to item 4(b) and 4(c) below and the Retention Sum has yet to be paid to the Director General of Inland Revenue in accordance with item (e)(i) above; or</i> <i>(iii) to SOSB immediately, if SPA 3 is terminated pursuant to item 4(a) below and the Retention Sum has yet to be paid to the Director General of Inland Revenue in accordance with item (e)(i) above.</i> 	<p>This clause sets out the standard process in dealing with the retention sum payable to Director General of Inland Revenue to ensure compliance with the RPGT Act.</p> <p>Premised on the above, we are of the opinion that these terms are reasonable as they are typical terms applicable to the transactions of similar nature.</p>

Salient terms	QuantePhi's comments
<p><i>For the avoidance of doubt, SPV 2's solicitors are hereby authorised by the parties to not later than two (2) days from the date of SPV 2's solicitors' submission of the Retention Sum to the Director General of Inland Revenue forward to SOSB's solicitors a copy of the official receipt (if any) issued by the Director General of Inland Revenue evidencing the submission of the Retention Sum to the Director General of Inland Revenue for the purpose of Section 21B(1) of the Real Property Gains Tax Act 1976.</i></p>	
<p>(f) Release of balance purchase price</p> <p><i>SOSB's solicitors are hereby authorised to release the final SPA 3 Balance Purchase Price, upon receipt thereof within the earlier of:</i></p> <ul style="list-style-type: none"> <i>(i) the expiry of ten (10) days from the date of presentation of the instrument of transfer for registration with the relevant land office; or</i> <i>(ii) the expiry of fourteen (14) days from the date the original strata title to the Dataran Prima Property has been delivered to SPV 2 or SPV 2's solicitors.</i> 	<p>The SOSB's Solicitors will only release the SPA 3 Balance Purchase Price to SOSB once SPV 2 has received the Instrument of Transfer and/or original strata title.</p> <p>The terms is reasonable as they are typical completion terms applicable to the transactions of similar nature.</p> <p>Premised on the above evaluations, we are of the opinion that these terms are reasonable as these are typical terms applicable to the transactions of similar nature.</p>

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Salient terms	QuantePhi's comments
<p>4. Default/ Termination clause</p> <p>(a) Default by the purchaser</p> <p><i>In the event that:</i></p> <ul style="list-style-type: none"> <i>(i) SPV 2 shall fail to pay the SPA 3 Balance Purchase Price punctually in accordance with the provisions of SPA 3, or</i> <i>(ii) SPV 2 fails to observe or perform or otherwise is in material breach of any of the provisions of SPA 3 (other than item (i) above or the instrument of transfer is not accepted or is rejected for registration or cannot be registered for any reason whatsoever due to the default, wilful neglect, omission or blameworthy conduct on the part of or attributable to SPV 2, and such failure or breach or reason for non-registration (if capable of being remedied) is not remedied by SPV 2 within fourteen (14) days after SOSB or SOSB's solicitors shall have given written notice to SPV 2 or SPV 2's solicitors to remedy such failure or breach or reason for non-acceptance, rejection or non-registration;</i> <p><i>and SOSB is not in breach of any of the provisions of SPA 3, SOSB shall be entitled at the cost and expense of SPV 2:</i></p> <ul style="list-style-type: none"> <i>(i) to exercise SOSB's right to seek the remedy of specific performance against SPV 2 and the reliefs flowing therefrom; or</i> <i>(ii) to terminate SPA 3 at any time thereafter by written notice to SPV 2 or SPV 2's solicitors and to forfeit the SPA 3 Deposit paid to or received by SOSB's solicitors or SOSB and the Retention Sum whereupon, SPV 2 shall, at the SPV's own costs and expense, within fourteen (14) days from the date of the SOSB's written notice:</i> <ul style="list-style-type: none"> <i>(aa) re-deliver vacant possession of the Dataran Prima Property (if it has already been delivered to SPV 2) to SOSB in the same state and condition as at the vacant possession date (fair wear and tear excepted);</i> 	<p>In the event of default, where SPV 2 is unable to fulfill their obligations pursuant to the SPA 3, SOSB can either seek specific performance of the SPA 3 or terminate the SPA 3 and forfeit the SPA 3 Deposit, including the Retention Sum as compensation.</p> <p>Premised on the above, we are of the opinion that these terms are reasonable as they are normal commercial terms to safeguard the interest of SOSB should there be any breach of the SPA 3 by SPV 2.</p>

Salient terms	QuantePhi's comments
<p>(bb) return or cause to be returned to SOSB or SOSB's solicitors the original title, the instrument of transfer and all other SOSB's documents (in the event that the same shall have been delivered by the SOSB or SOSB's solicitors to SPV 2 or SPV 2's solicitors under or pursuant to any of the provision of SPA 3) with the SOSB's interest in the Dataran Prima Property intact; and</p> <p>(cc) <i>withdraw, remove or cancel or cause to be withdrawn, removed or cancelled all encumbrances, including but not limited to charge or caveat or prohibitory orders attributable to SPV 2 or which has been presented by or on behalf of SPV 2 for registration against the Dataran Prima Property,</i></p> <p><i>and SOSB shall in exchange, within fourteen (14) days from the date of the SOSB's written notice, refund to SPV 2 (without interest or compensation) all monies (other than the SPA 3 Deposit and the Retention Sum) paid by SPV 2 pursuant to the provisions of SPA 3 and thereafter SPA 3 shall terminate and cease to be of any further effect but without prejudice to any right which either party may be entitled to against the other party in respect of any other antecedent breach of SPA 3 and SOSB shall be at liberty to deal with the Dataran Prima Property in any manner as SOSB may at SOSB's sole and unfettered discretion deem fit free and clear of any interest or claim of SPV 2.</i></p> <p><i>If the Retention Sum has been paid to the Director General of Inland Revenue in accordance with SPA 3, SPV 2 and SPV 2's solicitors shall provide all information and all relevant documents, to the extent that they are in the possession of SPV 2, within five (5) Business Days of receiving a request from SOSB to assist with the refund of the Retention Sum.</i></p>	

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Salient terms	QuantePhi's comments
<p data-bbox="379 237 703 264">(b) Default by the vendor</p> <p data-bbox="427 293 1043 1055"><i>In the event that SOSB shall fail to observe or perform or otherwise be in material breach of any of the provisions of SPA 3 or the instrument of transfer is not accepted or is rejected for registration or is not registered for any reason whatsoever due to the default, wilful neglect, omission or blameworthy conduct on the part of SOSB, and such failure or breach or reason for non-acceptance or rejection or non-registration is not remedied by SOSB within fourteen (14) days after SPV 2 shall have given written notice to SOSB to remedy the same and SPV 2 is not in breach of any of the provisions of SPA 3, SPV 2 shall be entitled at the costs and expense of SOSB to exercise SPV 2's right to seek for specific performance of SPA 3 against SOSB and the reliefs flowing therefrom OR and at SPV 2's sole discretion to terminate SPA 3 by notice in writing to SOSB and SOSB shall refund to SPV 2, all moneys (including but not limited to the SPA 3 Deposit and Retention Sum where it has not been paid to the Director General of Inland Revenue and the refund of the Retention Sum shall be in accordance with item (e)(ii) above) paid towards account of the SPA 3 Purchase Price without any interest being payable in exchange for:</i></p> <ul style="list-style-type: none"> <li data-bbox="448 1093 1043 1240"><i>(i) the re-delivery of the vacant possession of the Dataran Prima Property (if it has already been delivered to SPV 2) to SOSB in the same state and condition as at the vacant possession date (fair wear and tear excepted);</i> <li data-bbox="448 1272 1043 1637"><i>(ii) the delivery to SOSB of the valid and registrable withdrawal of the private caveat together with the requisite registration fees therefor (if SPV 2 has entered the private caveat against the Dataran Prima Property) and the withdrawal, removal or cancellation by SPV 2, at the costs and expense of SOSB, of all encumbrances, including but not limited to charge or prohibitory orders attributable to SPV 2 or which has been presented by or on behalf of SPV 2 for registration against the Dataran Prima Property; and</i> <li data-bbox="448 1668 1043 1854"><i>(iii) the return to the SOSB of the original title, the instrument of transfer and all other SOSB's documents (in the event that the same shall have been delivered to SPV 2 or SPV 2's solicitors) with the SOSB's interest in the Dataran Prima Property intact,</i> 	<p data-bbox="1066 237 1362 658">In the event of default, where SOSB is unable to fulfill their obligations pursuant to the SPA 3, SPV 2 can either seek specific performance of the SPA 3 or terminate the SPA 3 and SOSB to refund the SPA 3 Deposit including the Retention Sum to SPV 2. Such clause is reciprocal of the default/ termination rights given to SOSB.</p> <p data-bbox="1066 689 1362 965">Premised on the above, we are of the opinion that these terms are reasonable as they are normal commercial terms to safeguard the interest of SPV 2 should there be any breach of the SPA 3 by SOSB.</p>

Salient terms	QuantePhi's comments
<p><i>whereupon SPA 3 shall terminate and cease to be of any further effect but without prejudice to any right which either party may be entitled to against the other party in respect of any other antecedent breach of SPA 3 and SOSB shall be at liberty to deal with the Dataran Prima Property in any manner as SOSB may at SOSB's sole and unfettered discretion deem fit free and clear of any interest or claim of SPV 2.</i></p> <p><i>If the Retention Sum has been paid to the Director General of Inland Revenue in accordance with SPA 3, SPV 2 shall provide all information and all relevant documents, to the extent that they are in the possession of SPV 2, within five (5) Business Days of receiving a request from SOSB to assist with the refund of the Retention Sum and SOSB agrees to pay the Retention Sum to SPV 2 within fourteen (14) days of SOSB receiving the refund of the Retention Sum.</i></p>	
<p>(c) Termination/ Non-registration of documents</p> <p><i>If any of the instrument of transfer cannot be registered for any reason whatsoever not attributable to any default, neglect, omission or blameworthy conduct on the part of any of the parties Provided That all remedial actions have been exhausted by the parties, then either party shall be entitled to terminate SPA 3 by written notice to the other party whereupon SPV 2 shall, at SPV 2's own costs and expense, within fourteen (14) days from the notice of termination:</i></p> <ul style="list-style-type: none"> <i>(i) re-deliver vacant possession of the Dataran Prima Property (if it has already been delivered to SPV 2) to SOSB in the same state and condition as at the vacant possession date (fair wear and tear excepted);</i> <i>(ii) return or cause to be returned to SOSB the original title, the instrument of transfer and all other SOSB's documents (if such documents have been delivered by SOSB or SOSB's solicitors to SPV 2 or SPV 2's solicitors under or pursuant to any of the provision of SPA 3) with SOSB's interest in the Dataran Prima Property intact; and</i> <i>(iii) withdraw, remove or cancel or cause to be withdrawn, removed or cancelled all encumbrances, including but not limited to charge or caveat or prohibitory orders attributable to SPV 2 or which has been presented by or on behalf of SPV 2 for registration against the Dataran Prima Property,</i> 	<p>We note that if the Instrument of Transfer cannot be registered for any reason (not due to default by any party), the SPA 3 can be mutually terminated, which is reasonable.</p>

Salient terms	QuantePhi's comments
<p><i>and SOSB shall in exchange, within fourteen (14) days from the written notice to terminate, refund to SPV 2 (without interest or compensation) all monies (including the SPA 3 Deposit and Retention Sum where it has not been paid to the Director General of Inland Revenue and the refund of the Retention Sum shall be in accordance with item (e)(ii) above) paid by or on behalf of SPV 2 pursuant to the provisions of SPA 3, and thereafter SPA 3 shall terminate and cease to be of any further effect but without prejudice to any right which either party may be entitled to against the other party in respect of any other antecedent breach of SPA 3 and SOSB shall be at liberty to deal with the Dataran Prima Property in any manner as SOSB may at his sole and unfettered discretion deem fit free and clear of any interest or claim of SPV 2.</i></p> <p><i>In the event of termination and SPV 2 is entitled to seek a refund of the stamp duty paid on the Instrument of Transfer from the stamp office, SOSB agrees to allow SPV 2's solicitors to retain the Instrument of Transfer for such purpose only and the Instrument of Transfer shall be promptly returned to SOSB or SOSB's solicitors thereafter.</i></p> <p><i>If the Retention Sum has been paid to the Director General of Inland Revenue in accordance with SPA 3, SPV 2 shall provide all information and all relevant documents, to the extent that they are in the possession of SPV 2, within five (5) Business Days of receiving a request from SOSB to assist with the refund of the Retention Sum and SOSB agrees to pay the Retention Sum to SPV 2 within fourteen (14) days of SOSB receiving the refund of the Retention Sum.</i></p>	

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4.3.4 Salient terms of SPA 4

Salient terms	QuantePhi's comments
<p>1. Sale and purchase</p> <p><i>Subject to the terms and conditions in the SPA 4, SOSB shall sell the full legal and beneficial title to, and SPV 2 shall purchase, on an "as is where is" basis, all of the inventory, machinery and equipment (as further set out in SPA 4), including the related purchase invoices, operational manuals, technical information, inspection and repair and maintenance information to the extent that these are available and in the possession of SOSB ("SOSB Inventories and Equipment" or "Assets"), free from all encumbrances.</i></p>	<p>These terms are reasonable as the Assets will be sold and transferred to SPV 2 without encumbrances.</p>
<p>2. Consideration</p> <p><i>The purchase price of RM1,894,999 ("SPA 4 Purchase Price") shall be satisfied by SPV 2 as follows:</i></p> <p><i>(a) the sum of RM189,500 representing 10.0% of the SPA 4 Purchase Price ("SPA 4 Deposit") which has been paid prior to the date of SPA 4; and</i></p> <p><i>(b) the sum of RM1,705,499 representing 90.0% of the SPA 4 Purchase Price ("SPA 4 Balance Purchase Price") which shall be paid at SPA 4 Completion (as defined hereafter).</i></p>	<p>The SPA 4 Deposit represents the commitment of SPV 2 to complete the Proposed Disposals.</p> <p>The SPA 4 Balance Purchase Price shall be satisfied within a mutually agreed period of time upon fulfilment of the completion terms in SPA 4.</p> <p>Premised on the above, we are of the opinion that these payment terms are reasonable.</p>
<p>3. Completion</p> <p><i>(a) The completion of SPA 4 ("SPA 4 Completion") is inter-conditional upon, and shall occur on, the completion of SPA 1, SPA 3 and SPA 2 unless otherwise agreed between the parties in writing. The parties shall mutually agree on the completion date for SPA 4 Completion ("SPA 4 Completion Date") which shall take place as soon as all the agreements named herein become unconditional, where applicable.</i></p>	<p>We are of the opinion that these inter-conditionalities are reasonable.</p>

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Salient terms	QuantePhi's comments
<p>(b) <i>On SPA 4 Completion, all (but not some only) of the following events shall occur:</i></p> <p>(i) <i>SOSB shall:</i></p> <p>(aa) <i>deliver the Assets by making them available to SPV 2 for collection and removal by SPV 2 from SOSB's premises;</i></p> <p>(bb) <i>to the extent that they are in the possession of SOSB, deliver by making available to SPV 2 all the stock and asset records relating to the Assets in whatever form and upon whatever media they may be recorded, for collection and removal by SPV 2 from SOSB's premises.</i></p>	<p>We take note that upon SPA 4 Completion, SOSB shall deliver the Asset and the records relating to the Assets, to effect and implement the disposal of the Assets to SPV 2.</p>
<p>(ii) <i>SPV 2 shall pay the SPA 4 Balance Purchase Price by electronic transfer, and SPV 2 shall, at its cost, collect and remove the Assets and the stock and asset records relating to the Assets (to the extent that they are in the possession of SOSB) from SOSB's premises.</i></p>	<p>Concurrently with the delivery of the Assets and the said documents, SPV 2 shall pay SOSB the SPA 4 Balance Purchase Price.</p> <p>Premised on the above evaluations, we are of the opinion that these completion terms are reasonable as these are typical completion terms applicable to the transactions of similar nature.</p>
<p>(c) <i>Without prejudice to any other remedies available to SPV 2, if in any respect the provisions of item 3(b)(i) are not complied with by SOSB on the SPA 4 Completion Date, SPV 2 may:</i></p> <p>(i) <i>defer SPA 4 Completion to a date not more than 28 days after the SPA 4 Completion Date (and so that the provisions item 3(b) shall apply to SPA 4 Completion as so deferred); or</i></p> <p>(ii) <i>proceed to SPA 4 Completion so far as practicable (without prejudice to its rights under SPA 4); or</i></p> <p>(iii) <i>rescind SPA 4 whereupon the SPA 4 Deposit shall be refunded without interest to SPV 2.</i></p>	<p>In the event of default, where SOSB is unable to fulfill their obligations pursuant to the SPA 4, SPV 2 can either defer SPA 4 Completion, proceed to SPA 4 Completion so far as practicable or terminate the SPA 4 and SOSB to refund the SPA 4 Deposit to SPV 2. Such clause is reciprocal of the default/termination rights given to SOSB.</p> <p>These terms are reasonable as they are the normal commercial terms to safeguard the interest of SPV 2.</p>

Salient terms	QuantePhi's comments
<p>(d) Without prejudice to any other remedies available to SOSB, if in any respect the provisions of item 3(b)(ii) are not complied with by SPV 2 on the SPA 4 Completion Date, SOSB may:</p> <p>(i) defer SPA 4 Completion to a date not more than 28 days after the SPA 4 Completion Date (and so that the provisions of item 3(b) shall apply to SPA 4 Completion as so deferred); or</p> <p>(ii) rescind SPA 4 and forfeit the SPA 4 Deposit as liquidated ascertained damages in full settlement of any claim by SOSB against SPV 2.</p>	<p>In the event of non-payment by SPV 2 of the SPA 4 Balance Purchase Price on the SPA 4 Completion Date, SOSB can either defer SPA 4 Completion or terminate the SPA 4 and forfeit the SPA 4 Deposit as compensation.</p> <p>These terms are reasonable as these are the normal commercial terms to safeguard the interest of SOSB.</p>
<p>At SPA 4 Completion:</p> <p>(a) the Assets are deemed delivered to SPV 2 by SOSB even though the Assets are located at the premises of SOSB; and</p> <p>(b) risk of damage or loss of the Assets shall pass to SPV 2.</p>	<p>We are of the opinion that these terms are reasonable as they are typical terms applicable to the transactions of similar nature.</p>
<p>4. Default/ Termination clause</p> <p><i>SPV 2 hereby agrees and declares that SPV 2 is purchasing the Assets free from all known encumbrances on an "as is where is" basis and "willing buyer, willing seller" basis with no warranty (other than those set out in SPA 4), obligation, representation or liability whatsoever on the part of SOSB, whether expressed or implied, arising by law, in contract, civil liability, in tort, or otherwise, including but not limited to the warranty as to the title, description, fitness for purpose, quality, condition, suitability or otherwise of the Assets either expressed, implied, written, verbal or otherwise. It shall be the sole responsibility of SPV 2 to make its own investigations and to conduct its own inspection and due diligence of the Assets and SPV 2 shall not be entitled to make or raise any enquiry, requisition or objection whatsoever in respect thereof not shall it be a ground for SPV 2 to terminate SPA 4 or to delay or to withhold payment of the SPA 4 Purchase Price or to request for any adjustment of the SPA 4 Purchase Price or for the refund of the SPA 4 Purchase Price paid by or on behalf of SPV 2.</i></p>	<p>This is an extension to the default/ termination clause. The terms are favourable to SOSB as the onus is on SPV 2 to conduct its own inspection and due diligence on the SOSB Inventories and Equipment to satisfy itself without any further warranty/ liability on SOSB.</p> <p>Therefore, premised on the above, we are of the opinion that this clause protects the interests of SOSB and is reasonable.</p>

4.3.5 Salient terms of SPA 5

Salient terms	QuantePhi's comments
<p>1. Sale and purchase</p> <p><i>Subject to the terms and conditions in the SPA 5, SOL as the registered and beneficial owner of the shares in the Identified Companies ("Identified Companies Sale Shares") shall sell, and Falcon shall purchase, free from any and all encumbrance together with all rights now or hereafter attaching thereto, including without limitation all dividends and other distributions declared or made in respect of the Identified Companies Sale Shares on or after the SPA 5 Completion Date (as defined hereinafter), upon the terms and subject to the conditions set out in the SPA 5.</i></p>	<p>These terms are reasonable as the Identified Companies Sale Shares will be sold and transferred to Falcon without encumbrances, and together with all rights after the relevant conditions precedent have been fulfilled or waived and it is customary in transactions of similar nature.</p>
<p>2. Consideration</p> <p><i>(a) The consideration for the sale and purchase of the Identified Companies Sale Shares shall be RM1.00 only ("SPA 5 Purchase Consideration"), which was arrived at between the parties on a willing buyer willing seller basis.</i></p> <p><i>(b) The parties agree that the SPA 5 Purchase Consideration shall be paid by Falcon upon the signing of SPA 5.</i></p>	<p>The term is reasonable as the SPA 5 Purchase Consideration was determined on a willing buyer willing seller basis between both parties.</p>
<p>3. Conditions precedent</p> <p><i>The sale and purchase of the Identified Companies Sale Shares shall be conditional upon the following conditions being fulfilled, within the period of twenty-one (21) days from the date of SPA 5 or any other extended period as may be agreed in writing between the parties:</i></p> <p><i>(a) SOL procuring the Identified Companies to obtain the approval of its board of directors vis-à-vis the sale and transfer of the Identified Companies Sale Shares to Falcon under the terms and conditions of the SPA 5; and</i></p> <p><i>(b) Falcon obtaining the approvals of its board of directors and shareholders at general meeting (if necessary) vis-à-vis the purchase of the Identified Companies Sale Shares from SOL under the terms and conditions of SPA 5.</i></p> <p><i>This Agreement shall cease to be conditional on the unconditional date.</i></p>	<p>This term is reasonable as the consents and approvals of the various parties are required to facilitate the completion of SPA 5.</p>

Salient terms	QuantePhi's comments
<p>4. Completion</p> <p>(a) <i>Completion shall take place at the office of Falcon, as soon as is practicable following the unconditional date but in any event within ten (10) Business Days thereof, so as to enable completion to take effect on the completion date (“SPA 5 Completion Date”) (“SPA 5 Completion”).</i></p> <p>(b) <i>SPA 5 Completion is subject to the following further conditions:</i></p> <p>(i) <i>SOL’s warranties remaining true and not misleading in any respect at SPA 5 Completion, as if repeated at SPA 5 Completion and at all times between the date of SPA 5 and SPA 5 Completion Date;</i></p> <p>(ii) <i>each of the parties having performed all of the covenants and agreements required to be performed or caused to be performed by it under SPA 5 on or before the SPA 5 Completion Date; and</i></p> <p>(iii) <i>neither Falcon nor SOL having received notice of injunction or other order, directive or notice of any court of competent jurisdiction restraining or prohibiting the consummation of the transactions contemplated by SPA 5 and there being no action seeking to restrain or prohibit the consummation thereof, or seeking damages in connection therewith, which is pending as at the SPA 5 Completion Date or any such injunction, other order or action which is threatened as at the SPA 5 Completion Date.</i></p>	<p>We are of the opinion that these completion terms are reasonable as they are typical completion terms applicable to the transactions of similar nature.</p>

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Salient terms	QuantePhi's comments
<p>5. Termination</p> <p>(a) Purchaser's right to terminate <i>Falcon shall have the right to terminate SPA 5 in the event of any of the following occurring prior to the SPA 5 Completion:</i></p> <ul style="list-style-type: none"> <i>(i) SOL failing or refusing to observe or perform any of their obligations under SPA 5 and failing or refusing to rectify the same within fourteen (14) days after a written notice has been delivered by Falcon requiring the rectification of the said breach; or</i> <i>(ii) SOL becoming bankrupt, as the case may be, or making an assignment for the benefit of their creditors or enters into any general arrangements or composition with or for the benefit of their creditors; or</i> <i>(iii) a receiver, liquidator, trustee, judicial manager or similar officer being appointed in respect of the properties, assets or undertaking or any part thereof of SOL; or</i> <i>(iv) an application or order is made for the bankruptcy of SOL; or</i> <i>(v) Falcon becoming aware that any of SOL's warranties is or becomes false, misleading or incorrect when made or regarded as made under SPA 5,</i> <p><i>then the parties agree that SOL shall return or cause to be returned to Falcon the SPA 5 Purchase Consideration and Falcon shall return or cause to be returned to SOL, all documents and items forwarded to Falcon and/or Falcon's solicitors under SPA 5, within fourteen (14) days from the termination date and upon such return, neither party shall have any claims or cause of action of whatsoever nature against the other, save and except for any antecedent breach and thereafter SPA 5 shall cease to have any further force or effect.</i></p> <p>(b) Purchaser's right to specific performance</p> <p><i>Notwithstanding Falcon's right to terminate SPA 5 in accordance with item 5(a) and provided that Falcon is not in default of any terms of SPA 5, Falcon may take such action in law for specific performance including but not limited to compel SOL to comply with the terms of SPA 5 (in which event the alternative remedy of monetary compensation shall not be regarded as compensation or sufficient compensation for any default of a party in the performance of the terms and conditions herein).</i></p>	<p>In the event of default, where SOL is unable to fulfill their obligations including in the event of any warranties given by SOL under SPA 5 is false, misleading or incorrect, or SOL be in any case becoming bankrupt, Falcon can either seek specific performance of the SPA 5 or terminate the SPA 5 and SOL to refund the SPA 5 Purchase Consideration to Falcon.</p> <p>Premised on the above, we are of the opinion that these terms are reasonable as they are the normal commercial terms to safeguard the interest of Falcon.</p>

Salient terms	QuantePhi's comments
<p>(c) Vendor's right to terminate <i>In the event of any of the following occurring prior to SPA 5 Completion:</i></p> <ul style="list-style-type: none"> <i>(i) Falcon failing or refusing to observe or perform any of its obligations under SPA 5 and failing or refusing to rectify the same within fourteen (14) days after a written notice has been delivered by SOL requiring rectification of the said breach; or</i> <i>(ii) Falcon becoming insolvent or making an assignment for the benefit of its creditors or enters into any general arrangements or composition with or for the benefit of its creditors; or</i> <i>(iii) a receiver, liquidator, trustee, judicial manager or similar officer being appointed in respect of the properties, assets or undertaking or any part thereof of Falcon; or</i> <i>(iv) an application or order is made for the winding up or dissolution of Falcon or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of Falcon otherwise than for the purpose of an amalgamation or reconstruction (subject that such amalgamation or reconstruction shall not affect the Completion),</i> <p><i>then the parties agree that SOL shall return or cause to be returned to Falcon the SPA 5 Purchase Consideration and Falcon shall return or cause to be returned to SOL, all documents and items forwarded to Falcon and/or Falcon's solicitors under SPA 5, within fourteen (14) days from the termination date and upon such return, neither party shall have any claims or cause of action of whatsoever nature against the other, save and except for any antecedent breach and thereafter SPA 5 shall cease to have any further force or effect.</i></p> <p>(d) Vendors' right to specific performance <i>Notwithstanding SOL's right to terminate SPA 5 in accordance with item 5(c) and provided that SOL is not in default of any terms of SPA 5, SOL may take such action in law for specific performance including but not limited to compel Falcon to comply with the terms of SPA 5 (in which event the alternative remedy of monetary compensation shall not be regarded as compensation or sufficient compensation for any default of a party in the performance of the terms and conditions herein).</i></p>	<p>In the event of default, where Falcon is unable to fulfill their obligations including Falcon be in any case becoming bankrupt, SOL can either seek specific performance of the SPA 5 or terminate the SPA 5 and SOL to refund the SPA 5 Purchase Consideration to Falcon.</p> <p>We note that there is no further compensation payable to SOL in the event of default by Falcon. The term is reasonable as it does not materially affect the interest of the shareholder of SESB as the overall SPA 5 Purchase Consideration is only at nominal value of RM1.</p> <p>Premised on the above, we are of the opinion that these terms are reasonable as they are the normal commercial terms to safeguard the interest of SOL.</p>

Premised on the above, we are of the view that the salient terms and conditions of the Disposal Agreements are deemed **reasonable**.

4.4 Industry outlook and prospects

In evaluating the prospects of SESB moving forward, we have considered the overview and outlook of the Malaysian economy, outlook of the O&G industry in Malaysia and SESB's future plans. Our commentaries are as follows: -

4.4.1. Overview and outlook of the Malaysian economy

The Malaysian economy registered a positive growth of 3.6% in the 4th quarter of 2021 ("4Q 2021"). Growth was supported mainly by an improvement in domestic demand as economic activity normalised following the easing of containment measures under the National Recovery Plan ("NRP"). The improvement also reflected recovery in the labour market as well as continued policy support. In addition, strong external demand amid the continued upcycle in global technology provided a further lift to growth. On the supply side, all economic sectors recorded improvements in growth, led by the services and manufacturing sectors. On the demand side, growth was driven by higher consumption and trade activity. On a quarter-on-quarter seasonally-adjusted basis, the economy registered an increase of 6.6% in 4Q 2021.

All economic sectors recorded an improvement in 4Q 2021. The services sector turned around to expand by 3.2% in 4Q 2021. Consumer-related activities continued to recover amid the reopening of the economy. This was reflected in the higher spending observed within the retail and recreational subsectors. Growth in the information and communication subsector provided further support amid continued demand for data communications services, particularly for e-commerce and e-payment activities.

Growth in the manufacturing sector recorded a marked improvement of 9.1% in 4Q 2021. This was driven by continued strength in export-oriented industries such as E&E and primary-related clusters, and recovery in domestic-oriented industries such as consumer- and construction-related clusters. Robust demand for electrical and electronics ("E&E") products persisted throughout the quarter in line with the continued tech upcycle. Meanwhile, growth in the primary-related cluster was supported by continued demand for refined petroleum, chemical and plastic products. On the domestic front, the relaxation of containment measures and increased consumer confidence amid strong vaccination progress facilitated a recovery in demand for consumer products such as food, clothing and vehicles.

The mining sector contracted at a slower pace of 0.9% in 4Q 2021. Despite some facility closures for maintenance purposes during the quarter, growth was supported by higher production from oil and gas fields including the PETRONAS Floating Liquefied Natural Gas DUA (PFLNG2) facility located in offshore East Malaysia.

Domestic demand grew by 2.3% in 4Q 2021. This was driven by the improvement in private sector expenditure following the loosening of restrictions. On the external front, net exports expanded by 2.6% in 4Q 2021 due to higher export growth amid strong external demand. Private consumption growth turned around to register a positive growth of 3.7% in 4Q 2021. The turnaround was mainly supported by the relaxation of containment measures. In particular, spending on discretionary items such as restaurants and hotels as well as recreational services rebounded during the quarter. Labour market conditions also improved during the same period, as evidenced by stronger employment and wage growth. Furthermore, various policy measures provided additional support to consumer spending. Public consumption growth expanded at a slower pace of 4.3% in 4Q 2021, attributable to a moderate growth in supplies and services expenditure. However, government spending remained supported by COVID-related spending and small maintenance and repair works.

(Source: Economic and Financial Developments in the Malaysian Economy in 4Q 2021, Bank Negara Malaysia)

The Malaysian economy expanded by 7.1% in the first half of 2021. Growth is expected to continue in the second half of the year, particularly in the fourth quarter, as more economic and social sectors operate at full capacity. The expected growth trajectory aligns with the successful vaccination programme under the National COVID-19 Immunisation Programme ("PICK") and various stimulus and assistance packages to support the people and revitalise the economy. Overall economic growth is expected to expand between 3% and 4% in 2021. Continuation of the packages to combat the COVID-19 will have spillover effects and boost the economy in 2022. Hence, with strong economic fundamentals and a diversified structure, the domestic economy is forecast to expand between 5.5% and 6.5% in 2022. Nevertheless, the favourable outlook is predicated on other factors, including the successful containment of the pandemic, effective PICK implementation, and strong global economic prospects.

Against the backdrop of global uncertainties amid the COVID-19 outbreak, domestic demand remains resilient and continue to spearhead growth. After registering a contraction of 5.8% in 2020, domestic demand is projected to rebound to 3.1% in 2021, with private and public sectors' expenditure increasing by 3.5% and 1.6%, respectively. The recovery is driven by robust domestic demand performance in the first half of 2021, which expanded by 5% following low base effect in 2020 due to strict containment measures to curb the COVID-19 pandemic. The ongoing stimulus packages and economic assistance, such as Perlindungan Ekonomi dan Rakyat Malaysia (PERMAI), Strategic Programme to Empower the People and Economy (PEMERKASA), PEMERKASA Plus (PEMERKASA+) and PEMULIH, the gradual reopening of economic sectors and the recovery in external demand are expected to provide a lift to consumer and business sentiments.

Private consumption remained as the significant growth determinant and increased by 4.3% during the first half of 2021 attributable to improvements in disposable income arising from the gradual recovery in the labour market condition, accommodative interest rates, favourable commodity prices as well as ongoing economic stimulus packages and assistance. In the second half of the year, private consumption is projected to increase by 3.9%, following the gradual reopening of economic sectors. Overall, private consumption in 2021 is expected to expand by 4.1% supported mainly by the continued assistance and stimulus measures, such as wage subsidies, BPR, targeted moratorium, Special COVID-19 Assistance as well as i-Sinar and i-Citra assistance. As at 19 August 2021, RM20.2 billion has been approved for 4.9 million applicants for i-Citra, and RM58.4 billion has been disbursed for 6.6 million applicants for i-Sinar. Furthermore, as at 24 September 2021, RM14.3 billion has been disbursed for the wage subsidy programme, which has benefitted about 3.3 million employees.

In 2022, the Malaysian economy is expected to strengthen between 5.5% and 6.5%, supported by significant improvement in global trade, stabilised commodity prices, containment of the pandemic, and gradual improvement in consumer and business sentiments.

(Source: Economic Outlook 2022, Ministry of Finance)

QuantePhi Commentary:

In relation to the above, we note that the Malaysian economy registered a growth of 3.6% in 4Q 2021 supported mainly by an improvement in domestic demand as economic activity normalised following the easing of containment measures under the NRP. With strong economic fundamentals and a diversified structure, the domestic economy is expected to grow between 5.5% to 6.5% in 2022. The economic recovery will be supported by significant improvement in global trade, stabilised commodity prices, containment of the pandemic and gradual improvement in consumer and business sentiments.

4.4.2. Overview and prospects of the O&G industry in SESB's key operating countries

Malaysia

The mining sector rebounded by 3.5% in the 1st half of 2021, supported by higher natural gas production and increased crude oil and condensates output, particularly during the 2nd quarter of 2021. It is projected to decline marginally by 0.7% in the 2nd half of 2021, weighed down by lower natural gas production. The reduction in output is also in line with heightened uncertainties in global O&G demand following concerns over the spread of the COVID-19 variants. Overall, the mining sector is expected to turn around by 1.5% in 2021.

The mining sector's performance will be mainly influenced by the duration of uncertainties surrounding the COVID-19 pandemic. The sector is forecast to decline marginally by 0.3% in 2022, attributed to lower crude oil and condensates production, following the scheduled shut down of O&G plants and facilities for maintenance. However, natural gas output is expected to increase, supported by the production from new gas fields in Sabah and motivated by high demand from major trading partners, especially China and Japan. In addition, the increase in global economic activities and reduction in COVID-19 infections are also anticipated to drive higher global energy consumption, thereby improving the oil price. However, the estimation is still subject to the global price movement, which is highly influenced by the level of oil production by the Organisation of the Petroleum Exporting Countries (OPEC) and its allies as well as the US oil stockpiles.

(Source: Economic Outlook 2022, Ministry of Finance)

In the first quarter of 2022, Malaysia's GDP expanded 5.0% as compared to 3.6% in the previous quarter. The economic performance on the supply side was driven by the continuous growth of services, manufacturing and agriculture sectors. The mining and quarrying sector, on the contrary, decreased 1.1% from a marginal decline of 0.6% in the preceding quarter. The downturn was led by the crude oil and condensate sub-sector, which contracted to 7.4% (Q4 2021: -6.6%). Nonetheless, natural gas increased 3.3% (Q4 2021: 3.4%) in this quarter. This sector rebounded to 2.9% (Q4 2021: -1.6%) in terms of seasonally adjusted.

(Source: Malaysia Economic Performance First Quarter 2022, Department of Statistics Malaysia)

Indonesia

Both the Indonesian government and state-owned O&G mining company Pertamina appear to have become more bullish about their upstream prospects for 2022 amidst the current backdrop of soaring global oil and gas prices and dissipating headwinds associated with the Covid-19 pandemic. However, as has proven to be the case in the Indonesian upstream sector in previous years, meeting the bullish targets will face plenty of challenges and will almost certainly need to raise the capital spending in the sector. The State Owned Enterprises of Indonesia's five-year investment plan for the 2020-2024 calls for total investment of some USD92 billion during this period.

The Indonesian government has sharply raised its crude oil and natural gas production target for 2022. Correspondingly, Pertamina has also mirrored the government's more optimistic turn towards the domestic upstream sector, by raising its combined oil and gas output targets for 2022 by 16.7% or 150,000 barrels of oil equivalent per day (boe/d).

(Source: Indonesia's Crude Oil Output to see short-term recovery through long-term outlook subpar, Fitch Solutions Country Risk & Industry Research)

Saudi Arabia

After registering a stronger-than-expected recovery in 2021, the Saudi Arabian economy is on an accelerated growth path in 2022, driven by higher oil and non-oil activities as oil production and prices strengthen and pandemic pressures fade. Globally, Saudi Arabia continues to assume its pivotal role, under the OPEC Plus (OPEC+) structure, in resolving oil market imbalances through waning monthly oil production cuts of 0.4 million barrels per day (mbpd), which started in July 2021. Against this background, the oil sector registered growth of 0.2%, reflecting a gradual easing of voluntary output cuts.

Growth is expected to accelerate to 7% in 2022 before moderating to 3.8% and 3.0% in 2023 and 2024, respectively. Stronger oil output is the main driver behind the recovery which is expected to grow by 13% in 2022 following the end of the OPEC+ production cuts in December 2022. The budget balance is expected to register a surplus of 9.1% of GDP in 2022 – first surplus in nine years – driven by higher oil receipts.

However, a breakout of new Covid-19 variants, tighter global financial conditions, volatile oil prices, among others, are key risks to the outlook.

(Source: Saudi Arabia’s Economic Update, April 2022, The World Bank)

United Arab Emirates (UAE)

The real oil GDP growth, after a drop by 6.1% in 2020, remained almost flat at -0.1% in 2021, corresponding to an average oil production of 2.72 mbpd for the year as a whole. Therefore, the overall real GDP grew by 3.8% during 2021.

For 2022, the Central Bank of the UAE revised its projections to 5.4% of overall real GDP growth. Real oil GDP growth is projected to reach 8.0% owing to the expected recovery in global demand, the pickup in transportation and travel and increase in production of OPEC+ members, as a result of sanctions on Russia.

However, downside risks in 2022 reflect concerns about new variants of Covid-19, the limited access to vaccines in developing economies, war in Ukraine and geopolitical tensions elsewhere. All forecasts remain subject to revisions due to the high level of uncertainties.

(Source: Annual Report 2021, Central Bank of the UAE)

QuantePhi Commentary:

In relation to the above, we note that the sector is forecasted to decline marginally in 2022 due to lower crude oil and condensates production in Malaysia. Other countries generally forecasted a positive 2022 outlook in the sector, backed by expected recovery in global demand and dissipating headwinds associated with the Covid-19 pandemic. As the global economic activities increase and the COVID-19 infections reduce, the global consumption is anticipated to go higher. Notwithstanding that, the estimation is still subject to the global price movement, which is highly influenced by the level of oil production by OPEC/OPEC+ and its allies as well as the US oil stockpiles.

Given the uncertain outlook of the O&G sector and taking into consideration the rationale of the Proposed Disposal as set out in Section 3, Part A of the Circular, the Proposed Disposal is **reasonable**.

4.4.3. SESB's future plan

As noted in Section 3 of the Part A of the Circular, the extract is as below:

“As such, our Board is taking advantage of this opportunity to undertake the Proposed Disposal with the ultimate objective of formulating a comprehensive regularisation plan involving the potential injection of new viable business by a white knight into our Company. This is expected to enhance our shareholders’ value as compared to a liquidation scenario where the companies are liquidated and the Charged Assets are sold leading to our Company being delisted from the Main Market of Bursa Securities.”

QuantePhi Commentary:

Post-disposal, SESB would have taken another step to regularise its financial condition. Therefore, SESB may then start to materialise plans to acquire new businesses and/or assets in various sectors to address the loss of contribution from its existing O&G business. This provides an opportunity for SESB to rebuild a diversified revenue stream which may be more resilient in such challenging market conditions.

Notwithstanding the above, following the Proposed Disposal and pending identification of the new businesses, there is no certainty in the future business/ prospects of SESB and its ability to secure the funds required for any new proposed business/ investment. Hence, the prospects of SESB remain uncertain at this juncture.

Nevertheless, SESB is required to regularise its PN17 and/or Cash Company condition so as to comply with the Continuing Listing Obligations of the Listing Requirements and maintain its listing status. If not, SESB Shares will be suspended and subsequently delisted.

Premised on the above, we are of the view that the Proposed Disposal is **reasonable**.

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4.5 Risk factors associated with the Proposed Disposal

In considering the Proposed Disposal, the shareholders of SESB are advised to give due and careful regard to the risk factors as set out in Section 4, Part A of the Circular:-

4.5.1 Risk factors relating to the Proposed Disposal

Risk factors	QuantePhi's comments
<p>(i) Completion Risks <i>"If any of the Conditions is not satisfied by the vendor by the cut-off date (as stated in each sale and purchase agreement / share sale agreement / asset purchase agreement in Appendix I), or waived by the purchaser, the purchaser may at its sole discretion, terminate the sale and purchase agreement / share sale agreement / asset purchase agreement.</i></p> <p><i>Our Company will take all reasonable steps to ensure that the Conditions are met by the cut-off date to facilitate the Proposed Disposal. Nonetheless, there can be no assurance that the Disposal Agreements will not be terminated through the non-fulfillment of the Conditions."</i></p>	<p>We note that there is no assurance that can be given that such risk factors will not crystalize, and this may give rise to material and adverse impacts on the financial performance of SESB.</p> <p>Nonetheless, reasonable measures can be taken by the Management to limit the highlighted risk and work towards the completion of the Proposed Disposal.</p>
<p>(ii) Loss of core business after the Proposed Disposal <i>"Upon completion of the Proposed Disposal, our Group will no longer have any core business and contingent liabilities. The drilling services business segment is our Group's core business and contributed more than 75% of our Group's revenue for FYE 30 June 2019 to 2021. SOL Group will cease to be our Group's wholly-owned subsidiary and therefore we will no longer consolidate SOL's financial result moving forward. Our Group endeavours to take the necessary steps to identify new businesses and/or assets that have the requisite track record and future prospects as part of our regularisation plan to regularise our condition under PN17. However, there is no guarantee that we will be able to find suitable assets or businesses or that any such acquisitions will be sufficient to sustain our Group."</i></p>	<p>We note that upon completion of the Proposed Disposal, the group will no longer have any core business and contingent liabilities. Despite the group aiming to take necessary measures to identify new business and/or assets, the group plans to take reasonable measures to ensure continuity of its new business as part of their regularisation plan.</p>

Risk factors	QuantePhi's comments
<p>(iii) Delisting risk <i>“The continued listing status of our Group on the Mian Market of Bursa Securities is dependent on the ability of our Board and management to formulate a regularisation plan within the stipulated period under PN17. The regularisation plan is subject to the approvals of the SC and relevant authorities, where applicable. There is no assurance that the SC and relevant authorities will approve the regularisation plan, or that our Group is able to implement the regularisation plan successfully within the timeframe stipulated by the SC and relevant authorities.</i></p> <p><i>Failure to comply with the obligations under Paragraph 8.03A and/or Paragraph 8.03 and PN16 of the Listing Requirements may result in our Group's listing securities being suspended and/or our Group being delisted from the official list of Bursa Securities. Nonetheless, our Board intends to maintain our Group's listing status and will use our best endeavours to identify potential businesses and/or assets that have the requisite track record and future prospects as part of our regularisation plan in order to regularise the condition within the timeframe stipulated under the Listing Requirements.”</i></p>	<p>We note that the Board intends to maintain the Company's listing status and will use its best endeavours to identify potential business and/or assets that have the requisite track record and future prospects as part of its regularisation plan in order to regularise the condition within timeframe stipulated under the Listing Requirements.</p> <p>The shareholders of SESB should take note of the risk factors relating to the Proposed Disposal and <u>are reminded that although, measures have been taken by the Board to limit all highlighted risks, there can be no assurance that such risk factors will not crystallise and give rise to any material adverse impact on the financial performance of SESB.</u></p>

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4.6 Effects of the Proposed Disposal

We note the following as set out in Section 5, Part A of the Circular: -

- (i) The Proposed Disposal will not have any effect on SESB's issued share capital and substantial shareholders' shareholdings as there will be no new issuance of SESB Shares.
- (ii) The Proposed Disposal would result in an increase in the pro forma consolidated NA and the NA per share, as per the table set out in Section 5.2, Part A of the Circular, primarily due to the recognition of a one-off gain on disposal, of which includes the debt waiver. The net gearing of SESB Group will be zeroed as a result of the Proposed Disposal due to SESB Group settling its debt obligations to the Secured Lenders. Thus, resulting in SESB Group being borrowings-free.
- (iii) The Proposed Disposal is expected to record a pro forma gain on disposal of RM134.0 million, mainly arising from debt waiver which translate into a pro forma net gain of 29 sen per share. In addition, as illustrated in the table set out in Section 5.3, Part A of the Circular, the interest savings from repayment of debt obligations and taking into account the estimated expenses for the Proposed Disposal would result in an additional net gain. However, the actual net gain will vary according to the carrying values of Scomi KMC, Identified Companies and Identified Assets as well as the total debt obligations of the Group at the time of completion of the Proposed Disposal.

Premised on the above, we are of the view that the effects of the Proposed Disposal are **reasonable**.

4.7 Financial resources of the purchaser

Based on our assessment, we note the following:

- (i) SPV 1 is a 75% subsidiary of CMS and SPV 2 is a wholly owned subsidiary of SPV 1;
- (ii) CMS, which is listed on the Main Market of Bursa Securities has a market capitalisation of approximately RM1.1 billion as at LPD;
- (iii) Based on its latest audited financial statements for FYE 2021, CMS group has NA of approximately RM3,232.4 million and recorded PAT of RM204.2 million. Its cash and cash equivalent was RM540.7 million as at 31 December 2021; and
- (iv) Based on its latest published results for the 3-month financial period ended 31 March 2022, CMS group has NA of approximately RM3,308.7 million and recorded PAT of RM72.0 million. Its cash and cash equivalents was RM501.4 million as at 31 March 2022.

Notwithstanding the above, we also note that as per the Section 2.8 of the Part A of the Circular, the Board is satisfied with SPV 1 and SPV 2's ability to finance acquisition of the Proposed Disposal vide CMS's strong financial resources and position.

Therefore, we are of the view that SPV 1 and SPV 2 have sufficient financial resources to undertake the acquisition given the financial position of CMS group based on its audited financial statement for the FYE 31 December 2021 and unaudited financial statements for the 3-month FPE 31 March 2022.

5. FURTHER INFORMATION

Shareholders of SESB are advised to refer to Part A of the Circular and the appendices thereof for further information.

6. QUANTEPHI'S OPINION

We have assessed and evaluated the Proposed Disposal and our evaluation is set out in Section 4 of this IAL. Shareholders of SESB are advised to consider the merits and demerits of the Proposed Disposal based on all relevant and pertinent factors including those set out in this IAL and Part A of the Circular as well as other publicly available information prior to making a decision to vote on the resolutions pertaining to the Proposed Disposal.

In our evaluation of the Proposed Disposal and in arriving at our opinion, we have taken into consideration various factors which are summarized as follows: -

Section in the IAL	Area of Evaluation	Comments
Section 4.1	Rationale for the Proposed Disposal	<p>The Proposed Disposal entails the disposal of SESB Group's remaining business to ensure repayment of the debt obligation to its Secured Lenders. We note that any outstanding debts thereafter shall be waived, and as such SESB Group will be borrowings-free.</p> <p>The Proposed Disposal is a more reasonable avenue for SESB Group to resolve its debt obligation as part of the Proposed Scheme of Arrangement, as compared to a situation whereby the Secured Lenders continue to exercise their rights under the security documents to take possession of the Charged Assets, which may lead to the appointment of receivers and managers group-wide. This event would compromise the contracts that SOL have with key clients and ultimately facing a possible winding up situation. In such an event, the listing status of SESB would be at risk and there would be minimal opportunity to turnaround SESB.</p> <p>Hence, the Proposed Disposal would be an integral part of a more comprehensive regularisation plan which may include an injection of a new viable business and ensure SESB complies with the Continuing Listing Obligations of the Listing Requirements and to successfully turnaround the performance of SESB.</p> <p>Premised on the above, we are of the view that the rationale of the Proposed Disposal is <u>reasonable</u>.</p>

Section in the IAL	Area of Evaluation	Comments
Section 4.2	Basis and justification in arriving at the Disposal Consideration	<p>The Disposal Consideration of RM21.0 million was agreed between both parties based on arms-length negotiation on a “willing buyer willing seller” basis.</p> <p>We have considered various acceptable market methodologies with an aim of obtaining an overall view of valuations of the equity interest in companies and assets to be disposed in relation to the Proposed Disposal.</p> <p>To achieve this, we have adopted the SOPV model as our sole valuation method, that represents the aggregate valuation of the respective components of equity interests in companies and assets which have been valued based on the respective most appropriate valuation methods.</p> <p>Based on our analysis, we obtained the fair value of RM17.6 million to RM21.2 million. Hence, the Disposal Consideration falls within the range of fair value ascribed to the equity interests and assets to be disposed, which represents a premium of RM3.5 million (20.1%) to the low range and a discount of RM0.2 million (1.1%) to the high range of the fair value, as derived using the SOPV model.</p> <p>Premised on the above, we are of the opinion that the Disposal Consideration is <u>fair</u>.</p>
Section 4.3	Salient terms of the Disposal Agreements	Based on our overall assessment, we are of the view that the salient terms and conditions of the Disposal Agreements are deemed <u>reasonable</u> .
Section 4.4	Industry outlook and prospects	<p>We note that there is an uncertain outlook of the O&G sector due to various key factors in play such as, the global consumption, the global oil price movement, and the level of oil production by the Organisation of the Petroleum Exporting Countries and its allies as well as the US oil stockpiles.</p> <p>Furthermore, post-disposal, SESB would have taken another step to regularise its financial condition. Therefore, SESB may then start to materialise plans to acquire new businesses and/or assets in various sectors to address the loss of contribution from its existing O&G business. This provides an opportunity for SESB to rebuild a diversified revenue stream which may be more resilient in such challenging market conditions.</p>

Section in the IAL	Area of Evaluation	Comments
		<p>Notwithstanding the above, following the Proposed Disposal and pending identification of the new businesses, there is no certainty in the future business/prospects of SESB and its ability to secure the funds required for any new proposed business/investment. Hence, the prospects of SESB remain uncertain at this juncture.</p> <p>Nevertheless, SESB is required to regularise its PN17 and/or Cash Company condition so as to comply with the Continuing Listing Obligations of the Listing Requirements and maintain its listing status. If not, SESB Shares will be suspended and subsequently delisted.</p> <p>Premised on the above and having taken into consideration the rationale of the Proposed Disposal, we are of the view that the Proposed Disposal is <u>reasonable</u>.</p>
Section 4.5	Risk factors associated with the Proposed Disposal	<p>The shareholders of SESB should take note of the risk factors relating to the Proposed Disposal as set out in Section 4.5 of the IAL and <u>are reminded that although, measures have been taken by the Board to limit all highlighted risks, there can be no assurance that such risk factors will not crystallise and give rise to any material adverse impact on the financial performance of SESB.</u></p>
Section 4.6	Effects of the Proposed Disposal	<p>(i) The Proposed Disposal will not have any effect on SESB's issued share capital and substantial shareholders' shareholdings as there will be no new issuance of SESB Shares.</p> <p>(ii) Following the Proposed Disposal, SESB will have an increase in the pro forma consolidated NA and the NA per share, primarily due to the recognition of a one-off gain on disposal, of which includes the debt waiver. The net gearing of SESB Group will be zeroed as a result of the Proposed Disposal due to SESB Group settling its debt obligations to the Secured Lenders. Thus, resulting in SESB Group being borrowings-free.</p>

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Section in the IAL	Area of Evaluation	Comments
		<p>(iii) Furthermore, the Proposed Disposal is expected to record a pro forma gain on disposal of RM134.0 million, mainly arising from debt waiver which translate into a pro forma net gain of 29 sen per share. In addition, the interest savings from repayment of debt obligations and taking into account the estimated expenses for the Proposed Disposal would result in an additional net gain. However, the actual net gain will vary according to the carrying values of Scomi KMC, Identified Companies and Identified Assets as well as the total debt obligations of the Group at the time of completion of the Proposed Disposal.</p> <p>Premised on the above, we are of the view that the effects of the Proposed Disposal are <u>reasonable</u>.</p>
Section 4.7	Financial resources of SPV 1 and SPV 2	We are of the view that SPV 1 and SPV 2 have sufficient financial resources to undertake the acquisition given the financial position of CMS group based on its audited financial statement for the FYE 31 December 2021 and unaudited financial statements for the 3-month FPE 31 March 2022.

Premised on the foregoing and our overall evaluation and assessment of the Proposed Disposal based on the information available to us up to the LPD, we are of the opinion that, taken as a whole, the Proposed Disposal is **fair and reasonable**.

Accordingly, we recommend that the shareholders of SESB to **vote in favour** of the resolutions pertaining to the Proposed Disposal to be tabled at the forthcoming EGM.

Yours faithfully,
For and behalf of
QUANTEPHI SDN BHD

ABDUL AZIZ BIN ABU BAKAR
Managing Director

RIFQY NASIS
Executive Director

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS

The salient terms of SPA 1 are as follows:

(i) **Sale and purchase**

Subject to the terms and conditions in SPA 1, SESB shall sell the full legal and beneficial title of the 48,000 ordinary shares held in Scomi KMC and 25,245,314 shares held in SOL (collectively, the "**SPA 1 Sale Shares**") and SPV 1 shall purchase the SPA 1 Sale Shares, free from all encumbrances and together with all rights now or hereafter attaching to them, including all rights to any dividend or other distribution declared, made or paid after the date of SPA 1.

(ii) **Consideration**

- (a) The total consideration payable for the SPA 1 Sale Shares shall be RM13,505,000 ("**SPA 1 Purchase Price**").
- (b) Prior to the execution of the SPA 1, SPV 1 had paid a deposit of RM1,450,500 to SESB ("**SPA 1 Earnest Deposit**") which shall form part of the SPA 1 Purchase Price.
- (c) The remainder of the SPA 1 Purchase Price in the amount of RM12,054,500 ("**SPA 1 Balance Purchase Price**") shall be payable to SESB within seven (7) days from the last SPA 1 Conditions Precedent (as defined hereafter) being fulfilled.

(iii) **Conditions precedent**

Completion of the sale and purchase of the SPA 1 Sale Shares is conditional upon the following conditions being completed or waived in accordance with the provisions of this section:

- (a) SOL entering into an agreement to sell the entire equity in Scomi Equipment Inc, Scomi Oiltools Pakistan (Pvt) Ltd, Scomi Oiltools Pty Ltd, KMCOB Capital Berhad, KMC Oiltools BV, Vibratherm Limited, Scomi Platinum Sdn Bhd, Scomi Oiltools Africa Ltd Congo Sarlu and subject to the lenders' consent;
- (b) SOSB entering into an asset purchase agreement with a subsidiary of SPV 1 ("**Purchaser SPV**") of its identified asset as listed in SPA 1 ("**SPA 4**");
- (c) SOSB entering into a sale and purchase agreement with the Purchaser SPV of its property (details as set out in SPA 1) ("**SPA 3**");
- (d) SOSB entering into a share sale agreement with the Purchaser SPV of its 4% shareholdings (together with the entire 25,000,000 RPS) in Scomi KMC, 25% shareholdings in SOG Kuwait and 25% shareholdings in GOP Johor ("**SPA 2**");
- (e) Directors of DPSB having executed share transfer forms in respect of the sale of DPSB's shares in Scomi KMC and delivered the executed share transfer forms to SPV 1 and DPSB having obtained its board approval for the transfer of its shares in Scomi KMC to any party identified by SPV 1; and
- (f) SPV 1 being satisfied that the following further conditions precedent, as set out in the SPA 1 have been fulfilled by SESB in form and substance:

Approvals for the disposal of Sale Shares and In-Scope Companies

- (i) SESB having obtained its shareholder approval in relation to the disposal of the SPA 1 Sale Shares.
- (ii) SESB having obtained the approval from the lenders for the sale of SOL and the In-Scope Companies free of any encumbrances in favour of the lenders.

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

- (iii) SESB having obtained the approval from any other regulators, where applicable in respect of the disposal of the SPA 1 Sale Shares.

Corporate

- (i) In respect of SOPPL, SOOL, SOCL, SOAL, SOSPL, SOSB, KMCOB, Scomi EI, SOT, SOPL and KOB, documentation evidencing the transfers of shares in Scomi EI, SOPPL, SOPL, KMCOB, KOB, Vibratherm, SPSB, and SOALCS to third parties, such that the entities to be acquired by SPV 1 shall only include SOL and the In-scope Companies.
- (ii) An undertaking from the lenders to discharge all charges registered on the shares of Scomi KMC, SOL and any other subsidiaries of SOL or given by Scomi KMC, SOL and any other subsidiaries of SOL and all guarantees given by Scomi KMC, SOL and any other subsidiaries of SOL upon the payment of the SPA 1 Balance Purchase Price by SPV 1.

Contract

- (i) Documentation evidencing the termination of the following agreements:
 - (aa) Agreement in respect of Management and Administrative Services and Support dated 30 August 2010 between Scomi Group Berhad and SOL;
 - (bb) Agreement for Management and Administrative Services and Support dated 6 July 2005 between KMC Oiltools and KMC Oiltools (S) Pte Ltd (currently known as SOSPL);
 - (cc) Agreement for Management and Administrative Services and Support dated 1 January 2010 between SOSPL and SOSB;
 - (dd) Joint Venture Agreement dated 3 November 2014 between SOSPL and Golden Land Oil Services;
 - (ee) Agreement for Management and Administrative Services and Support dated 1 January 2010 between PTSO and SOSB;
 - (ff) Licensing Agreement with effective date of 6 July 2005 between KMC Oiltools (Licensee) and KOB (Licensor);
 - (gg) Agreement for Management and Administrative Services and Support dated 1 January 2010 between KMC Oiltools and SOSB;
 - (hh) Agreement for Management and Administrative Services and Support dated 1 January 2010 between SORL and SOSB;
- (ii) Master Manpower and Services Agreement dated 12 May 2009 between Scomi KMC and SOSB; and
- (jj) Master Services Agreement dated 10 February 2009 between SOSB and Scomi KMC.

Licence and Regulatory

- (i) Documentation evidencing the payment of all outstanding sales taxes and late payment penalties under the Customs Act 1967 and Income Tax Act 1967 in respect of Scomi KMC.

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

- (ii) In respect of Scomi KMC's settlement of amounts owing to the Customs Department, documentation evidencing the settlement of payment and confirmation by the Customs that such outstanding sums have been paid up.

Employment / Human Resources

Documentation evidencing the payment of outstanding contributions and late payment charges to the Employees Provident Fund Act 1991, the Employees Social Security Act 1969, and Human Resources Development Act 2001, in respect of Scomi KMC.

Finance

- (i) An undertaking from the lenders to extinguish SOL Group borrowings and to discharge all charges registered in respect of SOL Group upon receipt of the purchase consideration.
- (ii) The audited accounts for SOL and the In-Scope Companies have been prepared and show no material deviation from the management accounts and all adjustments made in the preparation of the management accounts to show compliance with the International Financial Reporting Standards are disclosed, and it has been verified by the auditors of SESB that such adjustments do not cause the audited accounts to materially deviate from the management accounts.

Litigation

Provision of the settlement agreement and the payment receipts evidencing the full and final settlement of the claim by Demeter O&G Supplies Sdn Bhd against Scomi KMC in respect of outstanding debts owed.

(collectively, the "**SPA 1 Conditions Precedent**"). SESB shall procure the fulfilment of the Conditions Precedent on or before a date falling 90 days from the date of SPA 1.

(iv) Completion

The completion of SPA 1 ("**SPA 1 Completion**") is inter-conditional upon, and shall occur on, the completion of SPA 1, SPA 4, SPA 3 and SPA 2 unless otherwise agreed between the parties in writing. The parties mutually agree on the "**SPA 1 Completion Date**" for SPA 1 Completion which shall take place as soon as all the agreements named herein become unconditional, where applicable.

- (a) On SPA 1 Completion:
 - (i) SESB shall procure that its obligations set out below in item 6 are fulfilled ("**SPA 1 Completion Deliverables**"); and
 - (ii) SPV 1 shall procure a bank guarantee in favour of MDC Oil & Gas (SK 320) Ltd and Hess Exploration and Production Malaysia B.V. to replace the existing bank guarantees with reference number 99140BGP6331330 for RM52,498.87 and reference number 99140BGP6258139 for RM1,396,627.00, respectively.
- (b) Against receipt of the SPA 1 Completion Deliverables, SPV 1 shall arrange for payment of the SPA 1 Balance Purchase Price by way of electronic transfer to SESB.

(v) Default/ Termination clause

- (a) Without prejudice to any other remedies available to SESB, if in any respect the provisions of item 4 are not complied with by SPV 1 on the SPA 1 Completion Date, SESB may:
- (i) defer SPA 1 Completion to a date not more than twenty-eight (28) days after the SPA 1 Completion Date; or
 - (ii) terminate SPA 1 by giving written notice to SPV 1 and forfeit the SPA 1 Earnest Deposit as liquidated ascertained damages in full settlement of any claim by SESB against SPV 1.
- (b) In addition to any other rights to terminate SPA 1, SPV 1 may terminate SPA 1 by giving written notice to SESB at any time prior to SPA 1 Completion if any fact, matter or event (whether existing or occurring on or before the date of SPA 1 or arising or occurring afterwards) comes to the notice of SPV 1 at any time prior to SPA 1 Completion which:
- (i) constitutes or would constitute a material breach by SESB of:
 - (aa) any warranty; or
 - (bb) any of SESB's obligations under SPA 1; or
 - (ii) constitutes or would constitute a SPA 1 Material Adverse Change (as defined hereafter),

and that material breach or SPA 1 Material Adverse Change, as the case may be, (if capable of being rectified) is not rectified within fourteen (14) days of notification in writing by SPV 1 to SESB. For the avoidance of doubt, the parties shall defer SPA 1 Completion to such other date that will allow SESB fourteen (14) days to rectify such material breach or SPA 1 Material Adverse Change. The rights conferred upon SPV 1 by this clause is in addition to and without prejudice to any other rights of SPV 1 (including any rights to claim damages or compensation from SESB by reason of any such material breach) and failure to exercise it shall not constitute a waiver of any such rights.

For the purpose herein, "**SPA 1 Material Adverse Change**" shall mean any fact, matter or event which occurs from the date of SPA 1 onwards and which comes to the notice of SPV 1 at or any time prior to any SPA 1 Completion which has or in SPV 1's opinion, is likely to occur and which will or is likely to have a short-term or long-term material adverse effect on the business or assets, turnover, liabilities, property, condition (financial or otherwise), operating results, operations, prospects or, reputation of SOL or the In-Scope Companies.

(vi) SESB's Obligations

On SPA 1 Completion, SESB shall deliver, or SESB shall procure that there be delivered, to SPV1 in such form and upon such terms satisfactory to SPV 1:

- (a) the share transfer forms in respect of the SPA 1 Sale Shares duly executed by SESB in favour of SPV 1, together with the original share certificates in respect of such SPA 1 Sale Shares;
- (b) certified true copy of the shareholders' register of SOL reflecting SPV1 as the holder of the SPA 1 Sale Shares;

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

- (c) certified true copy of the shareholders' register of the In-Scope Companies reflecting SOL as the legal and beneficial owner of 100% of the allotted and issued shares in the capital of the In-Scope Companies;
- (d) certified true copies of the resolutions of the board of the directors of SOL resolving and approving:
 - (i) the transfer of the SPA 1 Sale Shares to SPV 1;
 - (ii) the issuance of new share certificates to SPV 1;
 - (iii) the entry of the name of SPV 1 into the register of members of SOL as the holder of the SPA 1 Sale Shares and the making of such other entries into other corporate records of the In-Scope Companies as may be necessary; and
 - (iv) the revocation of all existing authorities and mandates to banks in respect of the operation of SOL and Scomi KMC bank accounts and giving authority in favour of such persons as SPV 1 may nominate;
- (e) letters issued by SESB and the In-Scope Companies confirming the SOL and In-Scope Companies remain duly incorporated and is not subject to any form of proceedings or investigations which could adversely affect such incorporation status;
- (f) letters issued by each company secretary of all foreign In-Scope Companies (or if there is no office of company secretary, the most senior officer of the foreign In-Scope Company having responsibility for the company secretarial affairs of the foreign In-Scope Company) confirming that:
 - (i) all of the shares in the In-Scope Company have been validly allotted and issued;
 - (ii) that no person has the right to call for the allotment, issue or transfer of shares in the In-Scope Company under any rights of pre-emption;
 - (iii) that the statutory books of the In-Scope Company have been properly maintained in accordance with applicable laws; and
 - (iv) all filings and returns required by law to be made by the In-Scope Company to the relevant authorities have been duly made;
- (g) evidence acceptable to SPV1 that all amounts owing by Scomi KMC, SOL or any In-Scope Company by way of inter-company indebtedness to SESB and its subsidiaries has been extinguished or waived and that there is no actual or contingent liability of Scomi KMC, SOL or any In-Scope Company for any such inter-company indebtedness;
- (h) tenancy agreement to be entered into between the Purchaser SPV and SESB for offices which will continue to be used by SESB following SPA 1 Completion;
- (i) all Business Information and Business Intellectual Property of SOL or any In-scope Company being migrated or will be migrated to SPV 1 or being made available with SOL and the In-Scope Companies;
- (j) Where the current shareholding structure of PTSO is to be retained, the amendment of the Power of Attorney between PTSO, SOSPL and PT Stella Solis Alpha ("**PT Stella**") executed on 27 August 2020 ("**PoA**") so that it is correctly reflected that the PoA is granted by PT Stella in favour of SOSPL.
- (k) Provision of the finalised and updated list of employees up until the day preceding the SPA 1 Completion Date.

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

- (l) Notification to Petroliam Nasional Berhad in respect of the change in shareholdings of Scomi KMC arising from the transfer of shares held by SOSB in Scomi KMC to Purchaser SPV prior to the liquidation of SOSB.

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APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

The salient terms of SPA 2 are as follows:

(1) Sale and purchase

Subject to the terms and conditions in the SPA 2, SOSB shall sell the full legal and beneficial title of 4,000 ordinary shares and 25,000,000 RPS held in Scomi KMC; 25 cash shares held in SOG Kuwait and 125,000 ordinary shares in GOP Johor (collectively, the "**SPA 2 Sale Shares**") and SPV 2 shall purchase the SPA 2 Sale Shares, free from any encumbrances and together with all rights now or hereafter attaching to them, including all rights to any dividend or other distribution declared, made or paid as from SPA 2 Completion Date (as defined hereinafter).

(2) Consideration

The total consideration payable for the SPA 2 Sale Shares shall be RM2,600,001 ("**SPA 2 Purchase Price**") which shall be paid by SPV 2 as follows:

- (a) the sum of RM260,000 representing 10% of the SPA 2 Purchase Price ("**SPA 2 Deposit**") which had been paid prior to the date of SPA 2; and
- (b) subject to item 3 below, the sum of RM2,340,001 representing 90% of the SPA 2 Purchase Price ("**SPA 2 Balance Purchase Price**") which shall be paid on the SPA 2 Completion Date (as defined hereafter).

(3) GOP Johor sale shares

- (c) SOSB shall take steps to obtain the waiver from United Investments JVP, LLC (being the other shareholder of GOP Johor) ("**GOP Other Shareholder**") of the right of first refusal to acquire the 125,000 ordinary shares in GOP Johor ("**GOP Johor Sale Shares**") ("**Waiver of ROFR**"). SOSB shall promptly notify and furnish documentary evidence (where appropriate) to SPV 2 in relation to the Waiver of ROFR (including a failure to obtain the Waiver of ROFR).
- (d) In the event that, before the SPA 2 Completion Date, the Waiver of ROFR is not obtained:
 - (ii) SPA 2 shall proceed to SPA 2 Completion (as defined hereinafter) as if the GOP Johor Sale Shares do not form part of the Sale Shares under SPA 2 (and the relevant provisions in SPA 2 relating to the GOP Johor Sale Shares shall cease to be applicable); and
 - (ii) the SPA 2 Purchase Price shall be reduced by RM600,000.00 (on the basis of the purchase consideration of the GOP Johor Sale Shares as disclosed in Section 2.2) and the SPA 2 Balance Purchase Price to be paid by SPV 2 on the SPA 2 Completion Date shall be reduced to RM1,740,001.

(4) Completion

- (a) The completion of SPA 2 ("**SPA 2 Completion**") is inter-conditional upon, and shall occur on, the completion of SPA 1, SPA 3 and SPA 4 unless otherwise agreed between the parties in writing. The parties mutually agree on the date of completion which shall take place as soon as all the agreements named herein become unconditional, where applicable ("**SPA 2 Completion Date**");
- (b) On SPA 2 Completion, SOSB shall procure that its specified below in item 6 are fulfilled ("**SPA 2 Completion Deliverables**");
- (c) Against receipt of the SPA 2 Completion Deliverables, SPV 2 shall arrange for payment of the SPA 2 Balance Purchase Price by way of electronic transfer to SOSB; and

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

- (d) In the event that the contracts awarded by the Kuwait Oil Company to SOSB for the provision of mud products and mud engineering services for deep/development drilling and involving the supply of drilling fluids chemicals, mud engineers and liquid mud plant facilities to Kuwait Oil Company (KOC Contracts) is successfully novated from SOSB to another entity ("**New Kuwait Entity**") and SOSB holds 25% of the shares in the New Kuwait Entity, SOSB shall ensure that SOSB's shareholding in the New Kuwait Entity will be transferred to SPV 2.

Note: The potential transfer of SOSB's 25% stake in New Kuwait Entity to SPV 2 is part of the existing Proposed SOSB Disposal, as the novation of the KOC Contracts from SOSB to New Kuwait Entity effectively transfer the economic benefits of the KOC Contracts to the New Kuwait Entity.

(5) Default/ Termination clause

- (a) Without prejudice to any other remedies available to the SOSB, if in any respect the provisions of item (c) above are not complied with by SPV 2 on the SPA 2 Completion Date, SOSB may:
- (i) defer SPA 2 Completion to a date not more than 28 days after the SPA 2 Completion Date; or
 - (ii) terminate SPA 2 by giving written notice to SPV 2 and forfeit the SPA 2 Deposit as liquidated ascertained damages in full settlement of any claim by SOSB against SPV 2.
- (b) SPV 2 may terminate SPA 2 by giving written notice to SOSB at any time prior to SPA 2 Completion if any fact, matter or event (whether existing or occurring on or before the date of SPA 2 or arising or occurring afterwards) comes to the notice of SPV 2 at any time prior to SPA 2 Completion which:
- (i) constitutes or would constitute a material breach by SOSB of:
 - (aa) any warranty; or
 - (bb) any of SOSB's obligations under SPA 2; or
 - (ii) constitutes or would constitute a SPA 2 Material Adverse Change (as defined hereafter),

and that material breach or SPA 2 Material Adverse Change, as the case may be, (if capable of being rectified) is not rectified within fourteen (14) days of notification in writing by SPV 2 to SOSB. If SPA 2 is terminated by SPV 2 in accordance with this clause, SOSB shall forthwith refund the SPA 2 Deposit free of interest to SPV 2. For the avoidance of doubt, the parties shall defer SPA 2 Completion to such other date that will allow SOSB fourteen (14) days to rectify such material breach or SPA 2 Material Adverse Change.

For the purpose herein, "**SPA 2 Material Adverse Change**" shall mean any fact, matter or event which occurs from the date of SPA 2 onwards and which comes to the notice of SPV 2 at or any time prior to any SPA 2 Completion which has or in SPV 2's opinion, is likely to occur and which will or is likely to have a short-term or long-term material adverse effect on the business or assets, turnover, liabilities, property, condition (financial or otherwise), operating results, operations, prospects or, reputation of Scomi KMC, SOG Kuwait and GOP Johor as applicable.

(6) SOSB's Obligations

SOSB and SPV 2 agree that:

- (a) In respect of Scomi KMC and GOP Johor, SPV 2 shall do all acts and things to cause and effect the transfer of the SPA 2 Sale Shares from SOSB to SPV 2 with all due speed after the SPA 2 Completion Date and thereafter, SPV 2 shall procure that Scomi KMC and GOP Johor inform SOSB of the registration of SPV 2 as the legal owner of the SPA 2 Sale Shares (together with evidence which may include certified true copies of the register of members of Scomi KMC and GOP Johor). For Scomi KMC and GOP Johor, all of this shall be done within thirty (30) days after the share transfer forms representing the SPA 2 Sale Shares in respect of Scomi KMC and GOP Johor have been stamped;
- (b) in respect of SOG Kuwait, SOSB and SPV 2 shall work together to do all acts and things and take such steps to:
 - (i) update the articles of incorporation of SOG Kuwait and the commercial register of SOG Kuwait as a result of the change in shareholders and report the change in shareholders to the Kuwaiti Ministry of Commerce and Industries' (MOCI) online portal and obtain MOC's approval on the following:
 - (aa) the updated articles of incorporation of SOG Kuwait; and
 - (bb) the updated commercial register of SOG Kuwait;
 - (ii) follow up with the Kuwaiti Ministry of Justice (MOJ) on the authentication of the change in SOG Kuwait's shareholders; and
 - (iii) procure that SOG Kuwait arrange a meeting between SOSB, SPV 2 and a representative of the MOJ. The parties shall ensure that their respective representative attend the said meeting with the MOJ.

On SPA 2 Completion on the SPA 2 Completion Date:

- (a) SOSB shall deliver, or SOSB shall procure that there be delivered, to SPV 2 in such form and upon such terms satisfactory to SPV 2:
 - (i) The share transfer forms in respect of the SPA 2 Sale Shares for Scomi KMC and GOP Johor executed by SOSB in favour of SPV 2 together with the original share certificates in respect of such SPA 2 Sale Shares for Scomi KMC and GOP Johor;
 - (ii) letter of resignation of the director of GOP Johor which is nominated by SOSB which resignation shall take effect on the SPA 2 Completion Date;
 - (iii) in respect of Scomi KMC and GOP Johor, certified true copies of the resolutions of the board of directors of Scomi KMC and GOP Johor resolving and approving:
 - (aa) the transfer of the SPA 2 Sale Shares to SPV 2;
 - (bb) the cancellation of the old share certificates and issuance of the new share certificates to SPV 2 in respect of the SPA 2 Sale Shares; and
 - (cc) the entry of the name of SPV 2 into the register of members of Scomi KMC, SOG Kuwait and GOP Johor as the holder of the SPA 2 Sale Shares; and
 - (iv) in respect of SOG Kuwait, the consent of the shareholders of SOG Kuwait approving the transfer of the SPA 2 Sale Shares to SPV 2 (which may be evidenced in a management paper).

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

The salient terms of SPA 3 are as follows:

(1) Sale and purchase

Subject to the terms and conditions in the SPA 3, SOSB shall sell, and SPV 2 shall purchase all that piece of land held under the following strata titles:

- (i) Geran 46494/M1/1/42, No. Bangunan M1, No. Tingkat 1, No. Petak 42, Lot 42410;
- (ii) Geran 46494/M1-A/2/70, No. Bangunan M1-A, No. Tingkat 2, No. Petak 70, Lot 42410;
- (iii) Geran 46494/M1-A/3/98, No. Bangunan M1-A, No. Tingkat 3, No. Petak 98, Lot 42410;
- (iv) Geran 46494/M1-A/4/126, No. Bangunan M1-A, No. Tingkat 4, No. Petak 126, Lot 42410;
- (v) Geran 46494/M1-A/5/154, No. Bangunan M1-A, No. Tingkat 5, No. Petak 154, Lot 42410,

all in Pekan Cempaka, Daerah Petaling, Negeri Selangor (collectively, the "**Dataran Prima Property**") in its existing state and condition free from all encumbrances and subject to SESB's tenancy of the Dataran Prima Property pursuant to a tenancy agreement dated 1 April 2021 between SOSB and SESB ("**Tenancy**") on an "as is where is" and "willing buyer, willing seller" basis, for the SPA 3 Purchase Price (as defined hereafter) subject to all the conditions in SPA 3 and subject to all the category of land use, conditions of title and all restrictions in interest whether express or implied, imposed upon, relating to or affecting the Dataran Prima Property or to which the Dataran Prima Property is subject.

(2) Purchase consideration

The purchase price for each of the strata title for the Dataran Prima Property is as follows:

No.	Strata title (all of which are in Pekan Cempaka, Daerah Petaling, Negeri Selangor)	Purchase price (RM)
(i)	Geran 46494/M1/1/42, No. Bangunan M1, No. Tingkat 1, No. Petak 42, Lot 42410	1,028,571.43
(ii)	Geran 46494/M1-A/2/70, No. Bangunan M1-A, No. Tingkat 2, No. Petak 70, Lot 42410	514,285.71
(iii)	Geran 46494/M1-A/3/98, No. Bangunan M1-A, No. Tingkat 3, No. Petak 98, Lot 42410	488,571.43
(iv)	Geran 46494/M1-A/4/126, No. Bangunan M1-A, No. Tingkat 4, No. Petak 126, Lot 42410	488,571.43
(v)	Geran 46494/M1-A/5/154, No. Bangunan M1-A, No. Tingkat 5, No. Petak 154, Lot 42410	480,000.00
	Total	3,000,000.00

(collectively referred as "**SPA 3 Purchase Price**")

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(3) Mode of settlement

(a) Payment of the deposit and retention sum

- (i) A sum equal to ten percent (10%) of the SPA 3 Purchase Price and amounting to the sum of RM300,000.00 only has been paid by as deposit ("**SPA 3 Deposit**") and, upon the completion of the sale and purchase herein, as part payment towards the account of the SPA 3 Purchase Price.
- (ii) Within 2 business day from the date of SPA 3, SOSB shall pay, out of the SPA 3 Deposit received, the sum of RM90,000.00 only, being three per cent (3%) of the SPA 3 Purchase Price ("**Retention Sum**"), to SPV 2's solicitors (who are thereby authorised to deal with the Retention Sum in the manner set out in SPA 3) by way of interbank transfer to SPV 2's solicitors' clients' account.

(b) Payment of the balance of the Purchase Price and completion

- (i) The completion of SPA 3 ("**SPA 3 Completion**") is inter-conditional upon, and shall occur on, the completion of SPA 1, SPA 4 and SPA 2 unless otherwise agreed between the parties in writing. The parties shall mutually agree on the completion date for SPA 3 Completion which shall take place as soon as all the agreements named herein become unconditional, where applicable. The period between the date of SPA 3 and SPA 3 Completion shall be the "**SPA 3 Completion Period**". The balance of the ninety per cent (90%) of the SPA 3 Purchase Price amounting to the sum of RM2,700,000.00 only ("**SPA 3 Balance Purchase Price**") shall be paid by SPV 2 to SOSB's solicitors as stakeholders within the SPA 3 Completion Period. The date of SOSB's solicitors' receipt of the SPA 3 Balance Purchase Price provided above shall hereinafter be referred to as the "**SPA 3 Completion Date**".
- (ii) Against the payment of the SPA 3 Balance Purchase Price by SPV 2, SOSB shall procure SESB to deliver to SPV 2 the novation of the Tenancy and all the terms and conditions of the Tenancy to SPV 2 with effect from the SPA 3 Completion Date ("**Novation of Tenancy**") executed by SOSB and SESB respectively, and SPV 2 shall, at the same time, deliver to SOSB and SESB respectively the Novation of Tenancy executed by SPV 2.

(c) Extension of time

In the event that SPV 2 is unable to pay the SPA 3 Balance Purchase Price within the SPA 3 Completion Period, SOSB expressly grants to SPV 2 an extension of up to two (2) months (or such longer period as SOSB may agree) ("**SPA 3 Extended Completion Period**") to pay the SPA 3 Balance Purchase Price subject to SPV 2 paying to SOSB interest on such part of the SPA 3 Balance Purchase Price which remains unpaid at the rate of eight percent (8%) per annum calculated from the day next after the expiry of the SPA 3 Completion Period to the date of payment of such part of the SPA 3 Balance Purchase Price which remains unpaid, based on a three hundred and sixty-five (365) day year on the actual number of days elapsed, such interest shall be payable together with such part of the SPA 3 Balance Purchase Price which remains unpaid.

(d) Interbank transfer

All payments stipulated to be payable to SOSB under the SPA 3 shall be made by way of interbank transfer in cleared and freely transferable funds to SOSB's bank account.

SPV 2 and/or SPV's solicitors shall notify SOSB and/or SOSB's solicitors immediately upon payment being made and furnish documentary evidence of such payments.

(e) Release of retention sum

SPV 2's solicitors are hereby irrevocably and unconditionally authorised by the parties to release and pay the Retention Sum to the:

- (i) Director General of Inland Revenue together with the relevant form as prescribed or required by the Director General of Inland Revenue for the purpose of Section 21B(1) of the Real Property Gains Tax Act 1976 within forty-five (45) days from the date of SPA 3; or
- (ii) to SPV 2 immediately, if SPA 3 is terminated pursuant to item 4(b) and 4(c) below and the Retention Sum has yet to be paid to the Director General of Inland Revenue in accordance with item (e)(i) above; or
- (iii) to SOSB immediately, if SPA 3 is terminated pursuant to item 4(a) below and the Retention Sum has yet to be paid to the Director General of Inland Revenue in accordance with item (e)(i) above.

For the avoidance of doubt, SPV 2's solicitors are hereby authorised by the parties to not later than two (2) days from the date of SPV 2's solicitors' submission of the Retention Sum to the Director General of Inland Revenue forward to SOSB's solicitors a copy of the official receipt (if any) issued by the Director General of Inland Revenue evidencing the submission of the Retention Sum to the Director General of Inland Revenue for the purpose of Section 21B(1) of the Real Property Gains Tax Act 1976.

(f) Release of balance purchase price

SOSB's solicitors are hereby authorised to release the final SPA 3 Balance Purchase Price, upon receipt thereof within the earlier of:

- (i) the expiry of ten (10) days from the date of presentation of the instrument of transfer for registration with the relevant land office; or
- (ii) the expiry of fourteen (14) days from the date the original strata title to the Dataran Prima Property has been delivered to SPV 2 or SPV 2's solicitors.

(4) Default/ Termination clause**(a) Default by the purchaser**

In the event that:

- (i) SPV 2 shall fail to pay the SPA 3 Balance Purchase Price punctually in accordance with the provisions of SPA 3, or
- (ii) SPV 2 fails to observe or perform or otherwise is in material breach of any of the provisions of SPA 3 (other than item (i) above or the instrument of transfer is not accepted or is rejected for registration or cannot be registered for any reason whatsoever due to the default, wilful neglect, omission or blameworthy conduct on the part of or attributable to SPV 2, and such failure or breach or reason for non-registration (if capable of being remedied) is not remedied by SPV 2 within fourteen (14) days after SOSB or SOSB's solicitors shall have given written notice to SPV 2 or SPV 2's solicitors to remedy such failure or breach or reason for non-acceptance, rejection or non-registration;

and SOSB is not in breach of any of the provisions of SPA 3, SOSB shall be entitled at the cost and expense of SPV 2:

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

- (i) to exercise SOSB 's right to seek the remedy of specific performance against SPV 2 and the reliefs flowing therefrom; or
- (ii) to terminate SPA 3 at any time thereafter by written notice to SPV 2 or SPV 2's solicitors and to forfeit the SPA 3 Deposit paid to or received by SOSB's solicitors or SOSB and the Retention Sum whereupon, SPV 2 shall, at the SPV's own costs and expense, within fourteen (14) days from the date of the SOSB's written notice:
 - (aa) re-deliver vacant possession of the Dataran Prima Property (if it has already been delivered to SPV 2) to SOSB in the same state and condition as at the vacant possession date (fair wear and tear excepted);
 - (bb) return or cause to be returned to SOSB or SOSB's solicitors the original title, the instrument of transfer and all other SOSB's documents (in the event that the same shall have been delivered by the SOSB or SOSB's solicitors to SPV 2 or SPV 2's solicitors under or pursuant to any of the provision of SPA 3) with the SOSB's interest in the Dataran Prima Property intact; and
 - (ccc) withdraw, remove or cancel or cause to be withdrawn, removed or cancelled all encumbrances, including but not limited to charge or caveat or prohibitory orders attributable to SPV 2 or which has been presented by or on behalf of SPV 2 for registration against the Dataran Prima Property,

and SOSB shall in exchange, within fourteen (14) days from the date of the SOSB's written notice, refund to SPV 2 (without interest or compensation) all monies (other than the SPA 3 Deposit and the Retention Sum) paid by SPV 2 pursuant to the provisions of SPA 3 and thereafter SPA 3 shall terminate and cease to be of any further effect but without prejudice to any right which either party may be entitled to against the other party in respect of any other antecedent breach of SPA 3 and SOSB shall be at liberty to deal with the Dataran Prima Property in any manner as SOSB may at SOSB's sole and unfettered discretion deem fit free and clear of any interest or claim of SPV 2.

If the Retention Sum has been paid to the Director General of Inland Revenue in accordance with SPA 3, SPV 2 and SPV 2's solicitors shall provide all information and all relevant documents, to the extent that they are in the possession of SPV 2, within five (5) Business Days of receiving a request from SOSB to assist with the refund of the Retention Sum.

(b) Default by the vendor

In the event that SOSB shall fail to observe or perform or otherwise be in material breach of any of the provisions of SPA 3 or the instrument of transfer is not accepted or is rejected for registration or is not registered for any reason whatsoever due to the default, wilful neglect, omission or blameworthy conduct on the part of SOSB, and such failure or breach or reason for non-acceptance or rejection or non-registration is not remedied by SOSB within fourteen (14) days after SPV 2 shall have given written notice to SOSB to remedy the same and SPV 2 is not in breach of any of the provisions of SPA 3, SPV 2 shall be entitled at the costs and expense of SOSB to exercise SPV 2's right to seek for specific performance of SPA 3 against SOSB and the reliefs flowing therefrom OR and at SPV 2's sole discretion to terminate SPA 3 by notice in writing to SOSB and SOSB shall refund to SPV 2, all moneys (including but not limited to the SPA 3 Deposit and Retention Sum where it has not been paid to the Director General of Inland Revenue and the refund of the Retention Sum shall be in accordance with item (e)(ii) above) paid towards account of the SPA 3 Purchase Price without any interest being payable in exchange for:

- (i) the re-delivery of the vacant possession of the Dataran Prima Property (if it has already been delivered to SPV 2) to SOSB in the same state and condition as at the vacant possession date (fair wear and tear excepted);

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

- (ii) the delivery to SOSB of the valid and registrable withdrawal of the private caveat together with the requisite registration fees therefor (if SPV 2 has entered the private caveat against the Dataran Prima Property) and the withdrawal, removal or cancellation by SPV 2, at the costs and expense of SOSB, of all encumbrances, including but not limited to charge or prohibitory orders attributable to SPV 2 or which has been presented by or on behalf of SPV 2 for registration against the Dataran Prima Property; and
- (iii) the return to the SOSB of the original title, the instrument of transfer and all other SOSB's documents (in the event that the same shall have been delivered to SPV 2 or SPV 2's solicitors) with the SOSB's interest in the Dataran Prima Property intact,

whereupon SPA 3 shall terminate and cease to be of any further effect but without prejudice to any right which either party may be entitled to against the other party in respect of any other antecedent breach of SPA 3 and SOSB shall be at liberty to deal with the Dataran Prima Property in any manner as SOSB may at SOSB's sole and unfettered discretion deem fit free and clear of any interest or claim of SPV 2.

If the Retention Sum has been paid to the Director General of Inland Revenue in accordance with SPA 3, SPV 2 shall provide all information and all relevant documents, to the extent that they are in the possession of SPV 2, within five (5) Business Days of receiving a request from SOSB to assist with the refund of the Retention Sum and SOSB agrees to pay the Retention Sum to SPV 2 within fourteen (14) days of SOSB receiving the refund of the Retention Sum.

(c) Termination / Non-registration of documents

If any of the instrument of transfer cannot be registered for any reason whatsoever not attributable to any default, neglect, omission or blameworthy conduct on the part of any of the parties Provided That all remedial actions have been exhausted by the parties, then either party shall be entitled to terminate SPA 3 by written notice to the other party whereupon SPV 2 shall, at SPV 2's own costs and expense, within fourteen (14) days from the notice of termination:

- (i) re-deliver vacant possession of the Dataran Prima Property (if it has already been delivered to SPV 2) to SOSB in the same state and condition as at the vacant possession date (fair wear and tear excepted);
- (ii) return or cause to be returned to SOSB the original title, the instrument of transfer and all other SOSB's documents (if such documents have been delivered by SOSB or SOSB's solicitors to SPV 2 or SPV 2's solicitors under or pursuant to any of the provision of SPA 3) with SOSB's interest in the Dataran Prima Property intact; and
- (iii) withdraw, remove or cancel or cause to be withdrawn, removed or cancelled all encumbrances, including but not limited to charge or caveat or prohibitory orders attributable to SPV 2 or which has been presented by or on behalf of SPV 2 for registration against the Dataran Prima Property,

and SOSB shall in exchange, within fourteen (14) days from the written notice to terminate, refund to SPV 2 (without interest or compensation) all monies (including the SPA 3 Deposit and Retention Sum where it has not been paid to the Director General of Inland Revenue and the refund of the Retention Sum shall be in accordance with item (e)(ii) above) paid by or on behalf of SPV 2 pursuant to the provisions of SPA 3, and thereafter SPA 3 shall terminate and cease to be of any further effect but without prejudice to any right which either party may be entitled to against the other party in respect of any other antecedent breach of SPA 3 and SOSB shall be at liberty to deal with the Dataran Prima Property in any manner as SOSB may at his sole and unfettered discretion deem fit free and clear of any interest or claim of SPV 2.

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

In the event of termination and SPV 2 is entitled to seek a refund of the stamp duty paid on the Instrument of Transfer from the stamp office, SOSB agrees to allow SPV 2's solicitors to retain the Instrument of Transfer for such purpose only and the Instrument of Transfer shall be promptly returned to SOSB or SOSB's solicitors thereafter.

If the Retention Sum has been paid to the Director General of Inland Revenue in accordance with SPA 3, SPV 2 shall provide all information and all relevant documents, to the extent that they are in the possession of SPV 2, within five (5) Business Days of receiving a request from SOSB to assist with the refund of the Retention Sum and SOSB agrees to pay the Retention Sum to SPV 2 within fourteen (14) days of SOSB receiving the refund of the Retention Sum.

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APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

The salient terms of SPA 4 are as follows:

(1) Sale and purchase

Subject to the terms and conditions in the SPA 4, SOSB shall sell the full legal and beneficial title to, and SPV 2 shall purchase, on an "as is where is" basis, all of the inventory, machinery and equipment (as further set out in SPA 4), including the related purchase invoices, operational manuals, technical information, inspection and repair and maintenance information to the extent that these are available and in the possession of SOSB ("**SOSB Inventories and Equipment**" or "**Assets**"), free from all encumbrances.

(2) Consideration

The purchase price of RM1,894,999 ("**SPA 4 Purchase Price**") shall be satisfied by SPV 2 as follows:

- (a) the sum of RM189,500 representing 10.0% of the SPA 4 Purchase Price ("**SPA 4 Deposit**") which has been paid prior to the date of SPA 4; and
- (b) the sum of RM1,705,499 representing 90.0% of the SPA 4 Purchase Price ("**SPA 4 Balance Purchase Price**") which shall be paid at SPA 4 Completion (as defined hereafter).

(3) Completion

- (a) The completion of SPA 4 ("**SPA 4 Completion**") is inter-conditional upon, and shall occur on, the completion of SPA 1, SPA 3 and SPA 2 unless otherwise agreed between the parties in writing. The parties shall mutually agree on the completion date for SPA 4 Completion ("**SPA 4 Completion Date**") which shall take place as soon as all the agreements named herein become unconditional, where applicable.
- (b) On SPA 4 Completion, all (but not some only) of the following events shall **occur**:
 - (i) SOSB shall:
 - (aa) deliver the Assets by making them available to SPV 2 for collection and removal by SPV 2 from SOSB's premises;
 - (bb) to the extent that they are in the possession of SOSB, deliver by making available to SPV 2 all the stock and asset records relating to the Assets in whatever form and upon whatever media they may be recorded, for collection and removal by SPV 2 from SOSB's premises.
 - (ii) SPV 2 shall pay the SPA 4 Balance Purchase Price by electronic transfer, and SPV 2 shall, at its cost, collect and remove the Assets and the stock and asset records relating to the Assets (to the extent that they are in the possession of SOSB) from SOSB's premises.
- (c) Without prejudice to any other remedies available to SPV 2, if in any respect the provisions of item 3(b)(i) are not complied with by SOSB on the SPA 4 Completion Date, SPV 2 may:
 - (i) defer SPA 4 Completion to a date not more than 28 days after the SPA 4 Completion Date (and so that the provisions item 3(b) shall apply to SPA 4 Completion as so deferred); or
 - (ii) proceed to SPA 4 Completion so far as practicable (without prejudice to its rights under SPA 4); or

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

- (iii) rescind SPA 4 whereupon the SPA 4 Deposit shall be refunded without interest to SPV 2.
- (d) Without prejudice to any other remedies available to SOSB, if in any respect the provisions of item 3(b)(ii) are not complied with by SPV 2 on the SPA 4 Completion Date, SOSB may:
 - (i) defer SPA 4 Completion to a date not more than 28 days after the SPA 4 Completion Date (and so that the provisions of item 3(b) shall apply to SPA 4 Completion as so deferred); or
 - (ii) rescind SPA 4 and forfeit the SPA 4 Deposit as liquidated ascertained damages in full settlement of any claim by SOSB against SPV 2.
- (e) At SPA 4 Completion:
 - (i) the Assets are deemed delivered to SPV 2 by SOSB even though the Assets are located at the premises of SOSB; and
 - (ii) risk of damage or loss of the Assets shall pass to SPV 2.

SPV 2 hereby agrees and declares that SPV 2 is purchasing the Assets free from all known encumbrances on an "as is where is" basis and "willing buyer, willing seller" basis with no warranty (other than those set out in SPA 4), obligation, representation or liability whatsoever on the part of SOSB, whether expressed or implied, arising by law, in contract, civil liability, in tort, or otherwise, including but not limited to the warranty as to the title, description, fitness for purpose, quality, condition, suitability or otherwise of the Assets either expressed, implied, written, verbal or otherwise. It shall be the sole responsibility of SPV 2 to make its own investigations and to conduct its own inspection and due diligence of the Assets and SPV 2 shall not be entitled to make or raise any enquiry, requisition or objection whatsoever in respect thereof not shall it be a ground for SPV 2 to terminate SPA 4 or to delay or to withhold payment of the SPA 4 Purchase Price or to request for any adjustment of the SPA 4 Purchase Price or for the refund of the SPA 4 Purchase Price paid by or on behalf of SPV 2.

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APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

The salient terms of SPA 5 are as follows:

(1) Sale and purchase

Subject to the terms and conditions in the SPA 5, SOL as the registered and beneficial owner of the shares in the Identified Companies ("**Identified Companies Sale Shares**") shall sell, and Falcon shall purchase, together with all rights now or hereafter attaching thereto, including without limitation all dividends and other distributions declared or made in respect of the Identified Companies Sale Shares on or after the SPA 5 Completion Date (as defined hereinafter), upon the terms and subject to the conditions set out in the SPA 5.

(2) Consideration

- (a) The consideration for the sale and purchase of the Identified Companies Sale Shares shall be RM1.00 only ("**SPA 5 Purchase Consideration**"), which was arrived at between the parties on a willing buyer willing seller basis.
- (b) The parties agree that the SPA 5 Purchase Consideration shall be paid by Falcon upon the signing of SPA 5.

(3) Conditions precedent

The sale and purchase of the Identified Companies Sale Shares shall be conditional upon the following conditions being fulfilled, within the period of twenty-one (21) days from the date of SPA 5 or any other extended period as may be agreed in writing between the parties:

- (a) SOL procuring the Identified Companies to obtain the approval of its board of directors vis-à-vis the sale and transfer of the Identified Companies Sale Shares to Falcon under the terms and conditions of the SPA 5; and
- (b) Falcon obtaining the approvals of its board of directors and shareholders at general meeting (if necessary) vis-à-vis the purchase of the Identified Companies Sale Shares from SOL under the terms and conditions of SPA 5.

This Agreement shall cease to be conditional on the unconditional date.

(4) Completion

- (a) Completion shall take place at the office of Falcon, as soon as is practicable following the unconditional date but in any event within ten (10) Business Days thereof, so as to enable completion to take effect on the completion date ("**SPA 5 Completion Date**") ("**SPA 5 Completion**").
- (b) SPA 5 Completion is subject to the following further conditions:
 - (i) SOL's warranties remaining true and not misleading in any respect at SPA 5 Completion, as if repeated at SPA 5 Completion and at all times between the date of SPA 5 and SPA 5 Completion Date;
 - (ii) each of the parties having performed all of the covenants and agreements required to be performed or caused to be performed by it under SPA 5 on or before the SPA 5 Completion Date; and

- (iii) neither Falcon nor SOL having received notice of injunction or other order, directive or notice of any court of competent jurisdiction restraining or prohibiting the consummation of the transactions contemplated by SPA 5 and there being no action seeking to restrain or prohibit the consummation thereof, or seeking damages in connection therewith, which is pending as at the SPA 5 Completion Date or any such injunction, other order or action which is threatened as at the SPA 5 Completion Date.

(5) Termination

(a) Purchaser's right to terminate

Falcon shall have the right to terminate SPA 5 in the event of any of the following occurring prior to the SPA 5 Completion:

- (i) SOL failing or refusing to observe or perform any of their obligations under SPA 5 and failing or refusing to rectify the same within fourteen (14) days after a written notice has been delivered by Falcon requiring the rectification of the said breach; or
- (ii) SOL becoming bankrupt, as the case may be, or making an assignment for the benefit of their creditors or enters into any general arrangements or composition with or for the benefit of their creditors; or
- (iii) a receiver, liquidator, trustee, judicial manager or similar officer being appointed in respect of the properties, assets or undertaking or any part thereof of SOL; or
- (iv) an application or order is made for the bankruptcy of SOL; or
- (v) Falcon becoming aware that any of SOL's warranties is or becomes false, misleading or incorrect when made or regarded as made under SPA 5,

then the parties agree that SOL shall return or cause to be returned to Falcon the SPA 5 Purchase Consideration and Falcon shall return or cause to be returned to SOL, all documents and items forwarded to Falcon and/or Falcon's solicitors under SPA 5, within fourteen (14) days from the termination date and upon such return, neither party shall have any claims or cause of action of whatsoever nature against the other, save and except for any antecedent breach and thereafter SPA 5 shall cease to have any further force or effect.

(b) Purchaser's right to specific performance

Notwithstanding Falcon's right to terminate SPA 5 in accordance with item 5(a) and provided that Falcon is not in default of any terms of SPA 5, Falcon may take such action in law for specific performance including but not limited to compel SOL to comply with the terms of SPA 5 (in which event the alternative remedy of monetary compensation shall not be regarded as compensation or sufficient compensation for any default of a party in the performance of the terms and conditions herein).

(c) Vendor's right to terminate

In the event of any of the following occurring prior to SPA 5 Completion:

- (i) Falcon failing or refusing to observe or perform any of its obligations under SPA 5 and failing or refusing to rectify the same within fourteen (14) days after a written notice has been delivered by SOL requiring rectification of the said breach; or

APPENDIX I – SALIENT TERMS OF THE DISPOSAL AGREEMENTS (Cont'd)

- (ii) Falcon becoming insolvent or making an assignment for the benefit of its creditors or enters into any general arrangements or composition with or for the benefit of its creditors; or
- (iii) a receiver, liquidator, trustee, judicial manager or similar officer being appointed in respect of the properties, assets or undertaking or any part thereof of Falcon; or
- (iv) an application or order is made for the winding up or dissolution of Falcon or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of Falcon otherwise than for the purpose of an amalgamation or reconstruction (subject that such amalgamation or reconstruction shall not affect the SPA 5 Completion),

then the parties agree that SOL shall return or cause to be returned to Falcon the SPA 5 Purchase Consideration and Falcon shall return or cause to be returned to SOL, all documents and items forwarded to Falcon and/or Falcon's solicitors under SPA 5, within fourteen (14) days from the termination date and upon such return, neither party shall have any claims or cause of action of whatsoever nature against the other, save and except for any antecedent breach and thereafter SPA 5 shall cease to have any further force or effect.

(d) Vendors' right to specific performance

Notwithstanding SOL's right to terminate SPA 5 in accordance with item 5(c) and provided that SOL is not in default of any terms of SPA 5, SOL may take such action in law for specific performance including but not limited to compel Falcon to comply with the terms of SPA 5 (in which event the alternative remedy of monetary compensation shall not be regarded as compensation or sufficient compensation for any default of a party in the performance of the terms and conditions herein).

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1. PRINCIPAL BUSINESS ACTIVITIES

As at LPD, Scomi KMC is principally involved in 2 main segments:

(i) Drilling fluids

Scomi KMC provides related drilling fluids engineering services including the construction and operation of, milling or grinding facilities, liquid mud, brine, blending plants. Scomi KMC's drilling fluids engineers are stationed on a full-time basis at customer' rigs to formulate, develop, and analyse the drilling fluids systems in used and determine the required treatments to optimise efficiencies in drilling activities. The customers of Scomi KMC for the provision of drilling fluids products and services include many major international oil companies and national oil companies operating in Malaysia only.

In geotechnical engineering, drilling fluid is used to aid the drilling of boreholes into the earth. Drilling fluids are commonly used for drilling oil and natural gas wells, and on exploration drilling rigs, drilling fluids are also used for much simpler boreholes such as water wells.

Drilling fluid is circulated through the drill strings by means of the rig mud pumps and is later returned to the surface via the annulus between the drill strings and well bore/casings where it then undergoes a waste management process to salvage reusable fluids.

(ii) Drilling waste management

Scomi KMC also offers a complete engineered package for the entire drilling waste management process which includes trained on-site specialists to constantly monitor the whole process from installation to maintenance and management. Scomi KMC undertakes drilling waste management which involves the management of drilling waste through innovative control systems to provide solutions based on a series of sequential procedures designed to prevent environmental pollution such as solids control, containment and handling, treatment and disposal and recycling of waste arising from the oil and gas drilling activities.

Drilling waste management reduces the amount of waste generated which in turn reduces the volume of waste that needs to be shipped, treated and disposed.

2. SUBSIDIARIES AND ASSOCIATED COMPANIES

Scomi KMC does not have any subsidiary or associated company as at LPD.

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APPENDIX II – FURTHER INFORMATION OF SCOMI KMC (Cont'd)

3. FINANCIAL INFORMATION

The historical financial information of Scomi KMC for 15M-FPE 30 June 2020 and FYE 30 June 2020 to 2021 as well as latest 9-month FPE ("9M-FPE") 31 March 2021 and 2022 are summarised as follows:

	Audited			Unaudited		
	(1)15M-FPE 30 June 2019	FYE 30 June 2020	FYE 30 June 2021	9M-FPE 31 March 2022	9M-FPE 31 March 2021	
	RM'000	RM'000	RM'000	RM'000	RM'000	RM'000
Revenue	63,926	18,768	36,632	1,383	3,583	
Gross profit	4,821	1,264	2,157	(46)	1,777	
Profit before tax ("PBT") / (loss before tax ("LBT"))	(4,314)	(7,533)	584	(6,237)	2,294	
PBT/(LAT)	(4,314)	(7,533)	584	(6,237)	2,294	
Number of ordinary shares in issue ('000)	100	100	100	100	100	
Net earnings / (Loss) per share (RM)	(43)	(75)	6	(62)	23	
Issued share capital (including preference shares)	25,100	25,100	25,100	25,100	25,100	
NA	36,591	29,058	29,643	28,253	32,386	
NA per ordinary share (RM)	365.9	290.6	296.4	282.5	323.9	
Current ratio (times)	6.5	8.4	13.2	47.1	69.2	
Borrowings	N/A	N/A	N/A	N/A	N/A	
Gearing ratio (times)	N/A	N/A	N/A	N/A	N/A	
Gross margin (%)	7.5	6.7	5.9	(3.3)	49.6	
Net margin (%)	(6.8)	(40.1)	1.6	(451.0)	64.0	

Note:

(1) Effective 30 June 2019, Scomi KMC changed its financial year end from 31 March to 30 June. The change was made pursuant to a similar change by its holding company, SESB.

N/A Not Applicable

Financial Commentary:

FYE 2020 as compared to 15M-FPE 2019

During FYE 2020, revenue decreased to RM18.8 million as compared to the previous period of RM63.9 million. The outbreak of the COVID-19 pandemic during the 3rd and 4th quarters of FYE 2020 and the resulting movement control measures have led to several disruptions worldwide, low oil prices and a weakened worldwide oil demand. Scomi KMC's revenue for FYE 2020 was disproportionate to that of 15M-FPE 2019 which was the year of change in financial year end which covered 15 months of activities. In addition, the completion of some short-term contracts and failure to secure certain high-value tenders had also impacted the aggregate revenue for FYE 2020.

Consequently, Scomi KMC recorded decrease in gross profit to RM1.3 million as compared to the previous period of RM4.8 million and higher LAT of RM7.5 million as compared to the previous period of RM4.3 million. The reduced activities led to a mismatch against continued high overheads thereby resulting a greater loss for FYE 2020.

FYE 2021 as compared to FYE 2020

During FYE 2021, revenue has increased to RM36.6 million as compared to the previous year of RM18.8 million on the back of rising global oil demand and production. This is evident from the increase in global rig count from 1,030 to 1,325 in FYE 2021. Similarly, Brent price also increased steadily during the year, up by 70% from USD43 per barrel to USD73 per barrel at the end of FYE 2021.

Scomi KMC has recorded a PAT of RM0.6 million as compared to the previous financial year loss of RM7.5 million mainly due to the increase in oil demand and production amidst the favourable oil and gas industry outlook.

9M-FPE 31 March 2022 as compared to 9M-FPE 31 March 2021

During 9M-FPE 31 March 2022, revenue has decreased to RM1.4 million as compared to the previous corresponding 9M-FPE 31 March 2021 of RM3.6 million on the back of rising global oil demand and production. The decline in revenue mainly arose from the reduction of contracts on hand during the period as well as deferment of certain contracts secured.

For the 9M-FPE 31 March 2022, Scomi KMC posted a LAT of RM6.2 million as compared to a PAT of RM2.3 million for the same period of the preceding. The deterioration in bottom line is attributed to the reduction in revenue and the increase in cost of material and logistics. In addition, during the period, the company also incurred higher operating expenses and posted foreign exchange losses amounting to RM1.9 million on the contrary, Scomi KMC posted a foreign exchange gain of RM3.6 million in the preceding year.

APPENDIX II – FURTHER INFORMATION OF SCOMI KMC (Cont'd)

The subsisting and completed notable projects of Scomi KMC for the past 2 FYE 30 June 2020 and 2021 up to and including LPD, are as follows:

Description of customer	Brief description of work	Duration	Expected completion date	Total Contract Value RM'000
Subsisting A company based in the Netherlands, principally involved in the exploration and production services for crude oil and natural gas	Integrated Drilling Services – Provision of wellbore cleanup equipment and services	60 months	June 2023	14,691
A company based in Kuwait, principally involved in exploration, drilling and production of crude oil and natural gas	Drilling Fluids – Provision of mud products and mud engineering services	60 months	January 2025	629,625
A company based in Malaysia principally involved in exploration and production of crude oil and natural gas	Drilling Fluids – Provision of drilling fluids and associated services	52 months	December 2023	10,494
Completed A company based in Malaysia principally involved in exploration, drilling and production of crude oil and natural gas	Drilling Waste Management - Provision of drilling fluids and associated services	30 months	Completed on 30 October 2021	9,235

4. MATERIAL LITIGATION

As at LPD, Scomi KMC is not engaged in any material litigation, claims or arbitration, either as plaintiff or defendant and the Directors of Scomi KMC has no knowledge of any proceedings pending or threatened or of any facts likely to give rise to any proceedings which may materially and adversely affect the financial position or business of Scomi KMC, save for the following:

Demeter O&G Supplies Sdn Bhd v Scomi KMC Sdn Bhd

WA-22NCVC-766-11/2021

High Court of Kuala Lumpur

On 15 October 2021, Demeter O&G Supplies Sdn Bhd had, vide its solicitor issued a letter of demand to Scomi KMC for an outstanding sum of RM 6,232,328.19 and to reinstate as a signatory to Scomi KMC's bank account.

On 27 April 2020, Scomi KMC had appointed Demeter O&G Supplies Sdn Bhd as a purchasing representative for a project known as MDC – Mubadala Contract. Pursuant to such appointment, Demeter O&G Supplies Sdn Bhd had supplied goods and services to Scomi KMC.

In consideration of the appointment, it's a term that Scomi KMC shall appoint Demeter O&G Supplies Sdn Bhd's representative as a signatory of a designated account for the purpose of securing the payment to Demeter O&G Supplies Sdn Bhd and hence creating a trust in favor of Demeter O&G Supplies Sdn Bhd for the proceeds in the said designated account. Subsequently, a resolution has been passed to appoint Demeter O&G Supplies Sdn Bhd's representative as the signatory until he or she is removed by the judicial manager appointed by Scomi KMC.

The judicial management had ceased with no scheme of arrangement approved and as such Demeter O&G Supplies Sdn Bhd had taken action to reinstate themselves as Scomi KMC's signatories for the said designated account. Further, Demeter O&G Supplies Sdn Bhd had also claimed that an outstanding sum of RM 5,422,226.81 is due and payable for the goods and services supplied to Scomi KMC for the Mubadala contract and a further sum of RM 810,101.38 is due and payable for the supplies for previous contracts and 5% interest on judgement sum and cost to be determined by the Court.

Demeter O&G Supplies Sdn Bhd had applied for a Mareva injunction to freeze the amount claimed and the Mareva decision and striking out hearing has been fixed on 27 May 2022. On 31 May 2022, the Court had fixed the date of case management on 14 September 2022 and a date for decision will be fixed at a later date. Subsequently on 14 June 2022, the Court decided that the scope of the ad-interim injunction order, which will be in place pending the disposal of Demeter O&G Supplies' injunction application is only limited to the said designated account and funds paid pertaining to the scope of that project which concerns Demeter which is only limited to the letter of appointment dated 18 April 2020 or 27 April 2020.

The solicitors are of the view that Scomi KMC has a good chance of succeeding as they will be arguing Res Judicata i.e. Claimant had filed the same claim against the judicial manager of Scomi KMC in another suit which has been struck out and pending appeal.

5. MATERIAL CONTRACTS

As at LPD, Scomi KMC has not entered into any material contracts (not being contracts entered into in the ordinary course of business) within the period of 2 years immediately preceding the date of this Circular.

APPENDIX II – FURTHER INFORMATION OF SCOMI KMC (Cont'd)

6. MATERIAL COMMITMENTS

As at LPD, Scomi KMC does not have any material commitments incurred or known to be incurred that is likely to have an impact on its profits or NA.

7. CONTINGENT LIABILITIES

As at LPD, there are no contingent liabilities incurred or known to be incurred by Scomi KMC that is likely to have an impact on Scomi KMC's profits or NA upon becoming enforceable.

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APPENDIX III

**AUDITED FINANCIAL STATEMENTS OF
SCOMI KMC FOR FYE 30 JUNE 2021**

ATTESTED COPY

Scomi KMC Sdn. Bhd.
(Registration No. 200701003079 (761077-H))
(Incorporated in Malaysia)

**Financial statements for the year
ended 30 June 2021**

Scomi KMC Sdn. Bhd.

(Registration No. 200701003079 (761077-H))

(Incorporated in Malaysia)

Director's report for the year ended 30 June 2021

The Director hereby submit his report and the audited financial statements of the Company for the financial year ended 30 June 2021.

Principal activities

The Company is principally engaged in provision of engineering services, rental of equipment and sale of a wide range of specialised chemicals to the oil and gas industry. There has been no significant change in the nature of these activities during the financial year.

Holding company

The Company is a subsidiary of Scomi Energy Services Bhd, which is incorporated in Malaysia and listed on the Main Market of Bursa Malaysia Securities Berhad.

Results

	RM'000
Profit for the year	<u>1,024</u>

Reserves and provisions

There were no material transfers to or from reserves and provisions during the financial year under review except as disclosed in the financial statements.

Dividend

No dividend was paid during the financial year and the Director does not recommend any dividend to be paid for the financial year under review.

Director of the Company

Director who served during the financial year until the date of this report is:

Shyawalluddien Bin Mahmud

Director's interest in shares

The Director holding office at 30 June 2021 did not have any interest in the ordinary shares of the Company and of its related corporation during the financial year.

Registration No. 200701003079 (761077-H)

Director's benefits

Since the end of the previous financial year, no Director of the Company has received nor become entitled to receive any benefit by reason of a contract made by the Company or a related corporation with the Director or with a firm of which the Director is a member, or with a company in which the Director has a substantial financial interest except for any benefits which may be deemed to arise from transactions entered into in the ordinary course of business with companies in which the director has substantial financial interests as disclosed in Note 14 to the financial statements.

There were no arrangements during and at the end of the financial year which had the object of enabling Director of the Company to acquire benefits by means of the acquisition of shares in or debentures of the Company or any other body corporate.

Director's remuneration

There were no director's remuneration paid or payable during the financial year.

Issue of shares and debentures

There were no changes in the issued and paid-up capital of the Company during the financial year. There were no debentures issued during the financial year.

Options granted over unissued shares

No options were granted to any person to take up unissued shares of the Company during the financial year.

Indemnity and insurance costs

During the financial year, the total amount of insurance effected and insurance costs incurred for Director and officers of the Company on the Scomi Energy Services Berhad group basis are RM50 million and RM145,000 respectively.

Other statutory information

Before the financial statements of the Company were made out, the Director took reasonable steps to ascertain that:

- i) there are no known bad debts and adequate provision made for doubtful debts, and
- ii) any current assets which were unlikely to be realised in the ordinary course of business have been written down to an amount which they might be expected so to realise.

Registration No. 200701003079 (761077-H)

Other statutory information (continued)

At the date of this report, the Director is not aware of any circumstances:

- i) that would render it necessary to write off any bad debts or the amount of the provision for doubtful debts in the Company inadequate to any substantial extent, or
- ii) that would render the value attributed to the current assets in the financial statements of the Company misleading, or
- iii) which have arisen which render adherence to the existing method of valuation of assets or liabilities of the Company misleading or inappropriate, or
- iv) not otherwise dealt with in this report or the financial statements, that would render any amount stated in the financial statements of the Company misleading.

At the date of this report, there does not exist:

- i) any charge on the assets of the Company that has arisen since the end of the financial year and which secures the liabilities of any other person, or
- ii) any contingent liability in respect of the Company that has arisen since the end of the financial year.

No contingent liability or other liability of the Company has become enforceable, or is likely to become enforceable within the period of twelve months after the end of the financial year which, in the opinion of the Director, will or may substantially affect the ability of the Company to meet its obligations as and when they fall due.

In the opinion of the Director, the financial performance of the Company for the financial year ended 30 June 2021 have not been substantially affected by any item, transaction or event of a material and unusual nature nor has any such item, transaction or event occurred in the interval between the end of that financial year and the date of this report.

Significant event during the financial year

Details of the significant event during the financial year are disclosed in Note 16 to the financial statements.

Significant event after the financial year end

Details of the subsequent event after the financial year end are disclosed in Note 17 to the financial statements.

Registration No. 200701003079 (761077-H)

Auditors

The auditors, Crowe Malaysia PLT, have expressed their willingness to continue in office.

The details of the auditors' remuneration are disclosed in Note 11 to the financial statements.

Signed in accordance with a resolution of the Director:



.....
Shyawaluddin bin Mahmad
Director

Petaling Jaya

Date: 29 October 2021

Scomi KMC Sdn. Bhd.

(Registration No. 200701003079 (761077-H))

(Incorporated in Malaysia)

Statement of financial position as at 30 June 2021

	Note	2021 RM'000	2020 RM'000
Assets			
Plant and equipment	3	1	1
Other investment	4	450	280
Total non-current assets		<u>451</u>	<u>281</u>
Trade and other receivables	5	25,676	31,309
Cash and cash equivalents	6	5,772	1,355
Total current assets		<u>31,448</u>	<u>32,664</u>
Total assets		<u>31,899</u>	<u>32,945</u>
Equity			
Share capital	7	25,100	25,100
Retained earnings		4,982	3,958
Equity attributable to owners of the Company		<u>30,082</u>	<u>29,058</u>
Liability			
Trade and other payables	8	1,567	3,887
Provision	9	250	-
Total current liability		<u>1,817</u>	<u>3,887</u>
Total liability		<u>1,817</u>	<u>3,887</u>
Total equity and liability		<u>31,899</u>	<u>32,945</u>

The notes on pages 10 to 47 are an integral part of these financial statements.

Scomi KMC Sdn. Bhd.

(Registration No. 200701003079 (761077-H))
(Incorporated in Malaysia)

Statement of profit or loss and other comprehensive income for the year ended 30 June 2021

	Note	2021 RM'000	2020 RM'000
Revenue	10	36,632	18,768
Cost of sales and services		<u>(34,475)</u>	<u>(17,504)</u>
Gross profit		2,157	1,264
Other income		<u>5,530</u>	<u>67</u>
		7,687	1,331
Selling and distribution expenses		(2,188)	(2,267)
Administrative expenses		(2,234)	(2,317)
Net loss on impairment of financial instruments		(2,054)	(336)
Other expenses		<u>(187)</u>	<u>(3,944)</u>
Profit/(Loss) before tax	11	1,024	(7,533)
Tax expense	12	<u>-</u>	<u>-</u>
Profit/(Loss) and total comprehensive income/(expense) for the year		<u>1,024</u>	<u>(7,533)</u>

The notes on pages 10 to 47 are an integral part of these financial statements.

Scomi KMC Sdn. Bhd.

(Registration No. 200701003079 (761077-H))

(Incorporated in Malaysia)

**Statement of changes in equity for the year ended
30 June 2021**

	<i>Non- distributable</i>	<i>Distributable</i>	
	Share capital RM'000	Retained earnings RM'000	Total equity RM'000
At 1 July 2019	25,100	11,491	36,591
Loss and total comprehensive expense for the year	-	<u>(7,533)</u>	<u>(7,533)</u>
At 30 June 2020/1 July 2020	25,100	3,958	29,058
Profit and total comprehensive income for the year	-	1,024	1,024
At 30 June 2021	<u>25,100</u>	<u>4,982</u>	<u>30,082</u>
	Note 7		

The notes on pages 10 to 47 are an integral part of these financial statements.

Scomi KMC Sdn. Bhd.

(Registration No. 200701003079 (761077-H))

(Incorporated in Malaysia)

Statement of cash flows for the year ended 30 June 2021

	Note	2021 RM'000	2020 RM'000
Cash flows from operating activities			
Profit/(Loss) before tax		1,024	(7,533)
<i>Adjustments for:</i>			
Impairment loss on:			
- Amount due from former ultimate holding company		-	16
- Amount due from a related party		-	32
- Amount due from holding company		2,054	-
- Trade receivables		-	332
Provision for litigation		250	-
Reversal of impairment loss on trade receivables		-	(44)
Interest income		(2)	-
Net unrealised foreign exchange (gain)/loss		(3,665)	3,943
Waiver of debt on amount due to a related company		(1,844)	-
		<u>(2,183)</u>	<u>(3,254)</u>
Operating loss before changes in working capital			
Changes in working capital:			
Trade and other receivables and other financial assets		3,277	9,591
Trade and other payables		3,321	(6,756)
		<u>4,415</u>	<u>(419)</u>
Cash generated from/(for) operations			
Interest received		2	-
Tax refund		-	1,512
		<u>4,417</u>	<u>1,093</u>
Net cash from operating activities		<u>4,417</u>	<u>1,093</u>
Cash flows from/(for) investing activities			
Deposits pledged as securities		(286)	(1,267)
Withdrawal of deposit pledged as securities		1,267	-
		<u>981</u>	<u>(1,267)</u>
Net cash from/(for) investing activities		<u>981</u>	<u>(1,267)</u>
Net increase/(decrease) in cash and cash equivalents		5,398	(174)
Cash and cash equivalents at 1 July 2020/2019		<u>88</u>	<u>262</u>
Cash and cash equivalents at 30 June	(i)	<u>5,486</u>	<u>88</u>

The notes on pages 10 to 47 are an integral part of these financial statements.

Scomi KMC Sdn. Bhd.

(Registration No. 200701003079 (761077-H))

(Incorporated in Malaysia)

**Statement of cash flows for the year ended 30 June 2021
(continued)****(i) Cash and cash equivalents**

Cash and cash equivalents included in the statement of cash flows comprise the following statement of financial position amounts:

	Note	2021 RM'000	2020 RM'000
Bank balances		5,486	88
Short-term deposits		<u>286</u>	<u>1,267</u>
		5,772	1,355
Less: Pledged deposits		<u>(286)</u>	<u>(1,267)</u>
	6	<u>5,486</u>	<u>88</u>

The notes on pages 10 to 47 are an integral part of these financial statements.

Scomi KMC Sdn. Bhd.

(Registration No. 200701003079 (761077-H))

(Incorporated in Malaysia)

Notes to the financial statements

The Company is a private limited liability company, incorporated and domiciled in Malaysia. The address of the principal place of business and registered office of the Company are as follows:

Principal place of business

No. 1-1, Block C-1
Jalan PJU 1/41, Dataran Prima
47301 Petaling Jaya
Selangor Darul Ehsan

Registered office

No. 2-1, Jalan Sri Hartamas 8
Sri Hartamas
50480 Kuala Lumpur
Wilayah Persekutuan

The Company is principally engaged in provision of engineering services, rental of equipment and sale of a wide range of specialised chemicals to the oil and gas industry. There has been no significant change in the nature of these activities during the financial year.

The Company is a subsidiary of Scomi Energy Services Bhd, which is incorporated in Malaysia and listed on the Main Market of Bursa Malaysia Securities Berhad.

These financial statements were authorised for issue by the Director on 29 October 2021.

1. Basis of preparation

(a) Statement of compliance

The financial statements of the Company have been prepared in accordance with Malaysian Financial Reporting Standards ("MFRSs"), International Financial Reporting Standards and the requirements of the Companies Act 2016 in Malaysia.

- (i) During the current financial year, the Company has adopted the following new accounting standards and/or interpretations (including the consequential amendments, if any):-

MFRSs and/or IC Interpretations (Including The Consequential Amendments)

Amendments to MFRS 3: Definition of a Business

Amendments to MFRS 4: Extension of the Temporary Exemption from Applying MFRS 9

1. Basis of preparation (continued)

(a) Statement of compliance (continued)

- (i) During the current financial year, the Company has adopted the following new accounting standards and/or interpretations (including the consequential amendments, if any) (continued):-

MFRSs and/or IC Interpretations (Including The Consequential Amendments)

Amendments to MFRS 9, MFRS 139 and MFRS 7: Interest Rate Benchmark Reform

Amendment to MFRS 16: Covid-19-Related Rent Concessions

Amendments to MFRS 101 and MFRS 108: Definition of Material

Amendments to References to the Conceptual Framework in MFRS Standards

The adoption of the above accounting standards and/or interpretations (including the consequential amendments, if any) did not have any material impact on the Company's financial statements.

- (ii) The Company has not applied in advance the following accounting standards and/or interpretations (including the consequential amendments, if any) that have been issued by the Malaysian Accounting Standards Board (MASB) but are not yet effective for the current financial year:-

MFRSs and/or IC Interpretations (Including The Consequential Amendments)

	Effective Date
MFRS 17 Insurance Contracts	1 January 2023
Amendments to MFRS 3: Reference to the Conceptual Framework	1 January 2022
Amendments to MFRS 9, MFRS 139, MFRS 7, MFRS 4 and MFRS 16: Interest Rate Benchmark Reform - Phase 2	1 January 2021
Amendments to MFRS 10 and MFRS 128: Sale or Contribution of Assets between an Investor and its Associate or Joint Venture	Deferred
Amendment to MFRS 16: Covid-19-Related Rent Concessions beyond 30 June 2021	1 April 2021
Amendments to MFRS 17 Insurance Contracts	1 January 2023
Amendment to MFRS 101: Classification of Liabilities as Current or Non-current	1 January 2023
Amendments to MFRS 101: Disclosure of Accounting Policies	1 January 2023

1. Basis of preparation (continued)

(a) Statement of compliance (continued)

- (ii) The Company has not applied in advance the following accounting standards and/or interpretations (including the consequential amendments, if any) that have been issued by the Malaysian Accounting Standards Board (MASB) but are not yet effective for the current financial year (continued): -

MFRSs and/or IC Interpretations (Including The Consequential Amendments)	Effective Date
Amendments to MFRS 108: Definition of Accounting Estimates	1 January 2023
Amendments to MFRS 112: Deferred Tax related to Assets and Liabilities arising from a Single Transaction	1 January 2023
Amendments to MFRS 116: Property, Plant and Equipment – Proceeds before Intended Use	1 January 2022
Amendments to MFRS 137: Onerous Contracts – Cost of Fulfilling a Contract	1 January 2022
Annual Improvements to MFRS Standards 2018 – 2020	1 January 2022

The adoption of the above accounting standards and/or interpretations (including the consequential amendments, if any) is expected to have no material impact on the financial statements of the Company upon initial application.

(b) Basis of measurement

The financial statements of the Company have been prepared on the historical cost basis other than as disclosed in Note 2 and on going concern based on the assumptions that the debt restructuring plan of the Company will be successfully implemented as follows:

The Company provided various securities that include an assignment of revenue bank accounts and a debenture over present and future assets of the Company in addition to a corporate guarantee issued to Danajamin Nasional Berhad (“Danajamin”) who acts as the guarantor for the guaranteed serial bonds (“the bonds”) issued by a related company, KMCOB Capital Berhad (“KMCOB”).

On 13 December 2019, KMCOB was not able to redeem or repay the bonds issued amounting to RM55 million due on 14 December 2019.

KMCOB requested for a remedial period from the bondholders to extend the redemption of the bond to 28 February 2020 which was approved by the bondholders on 21 January 2020. On 10 February 2020, KMCOB requested for another extension of time from the bondholders as KMCOB was not able to get the financing required to redeem the bonds. However, the bondholders rejected KMCOB’s request for a second extension.

1. Basis of preparation (continued)

(b) Basis of measurement (continued)

On 12 March 2020, the facility agent under the bonds had declared an event of default on the total outstanding bonds of RM80.4 million. The guarantor of the bonds is entitled to the enforcement of various securities granted and the corporate guarantee by the Company in accordance with the financial guarantee insurance agreement.

The Company also provided various securities to the lenders for credit facilities granted to a related company, Scomi Oiltools Sdn Bhd ("SOSB"). The event of default of the bonds has also resulted in cross defaults of SOSB's credit facilities.

On 2 April 2020, the Company applied for a Judicial Management Order ("JMO") pursuant to Sections 404, 405, 406 and 407 of the Companies Act 2016 ("CA 2016") and Rule 8 of the Companies (Corporate Rescue Mechanism) Rules 2018 with the High Court of Malaya at Shah Alam ("the Court") with the objective of restructuring its debts. The application for the JMO immediately put into effect a moratorium for the period commencing with the application of the JMO and ending with the grant or dismissal of the application, during which no resolution shall be passed or order shall be made for the winding-up of the Company.

On 14 August 2020, the Court granted the JMO application filed by the Company. Following the JMO approval by the Court for the Company, the Judicial Manager was appointed to work on a debt restructuring plan. The Judicial Manager is required to present a statement of proposal (hereinafter referred to as "debt restructuring plan") within 60 days or such longer period as the Court may allow upon securing the JMO, to all creditors of the Company.

The debt restructuring plan will require the approval of at least 75% of the total value for each class of creditors whose claims have been accepted by the Judicial Manager and the debt restructuring plan may be approved with modifications subject to the consent of the Judicial Manager. Once the debt restructuring plan is approved by the creditors, the Judicial Manager shall report the result of the meeting to the Court and execute the approved debt restructuring plan accordingly.

1. Basis of preparation (continued)

(b) Basis of measurement (continued)

On 6 August 2021, The Judicial Manager made an application to the Court that:

- the JMO be discharged;
- Datuk Duar Tuan Kiat vacate office as Judicial Manager on the date of Order;
- The sum payable in respect of the debts or liabilities incurred (to the best of the Judicial Manager's knowledge and subject to verification), and the remuneration and expenses that will continue to be incurred by the Judicial Manager, shall be charged on and paid out of the property of the Company, except those debts subject to which subsection 415(2) of the Companies Act 2016 applies; and
- Effective the date of Order, the Judicial Manager be released from any liability in respect of any act or omission done by the Judicial Manager in the management of the Company.

The Judicial Manager applied to the Court several times for the extension of time of 60 days to finalise the debt restructuring plan and the Court approved all the application for the extension of time. The extension of time granted during the financial year up to 12 August 2021.

On 12 August 2021, the Court approved the application except for the sum payable in respect of the debts or liabilities incurred, and the remuneration and the expenses that will continue to be incurred by the Judicial Manager whereby the Court has set the next hearing date on 24 August 2021 to determine the said sum payable. The hearing confirmed that certain amounts to be paid by the Company as preferred unsecured creditors after secured lenders charged assets and loans have been settled.

On 21 October 2021, a principal adviser was appointed by Scomi Energy Services Berhad ('SESB'), its holding company. SESB submitted an application for extension of time up to 30 April 2022 to submit the Group's debt restructuring plan and regularisation plan to Bursa Securities. The Company together with the independent financial advisor and the principal adviser are in the midst of formulating a debt restructuring plan to address the financial condition of the Company.

The circumstances highlighted above indicate material uncertainties that may cast significant doubt over the ability of the Company to continue as a going concern and therefore, the Company may be unable to realise its assets and discharge its liabilities in the ordinary course of business.

1. Basis of preparation (continued)

(b) Basis of measurement (continued)

The Company believes that the debt restructuring plan when formulated and successfully implemented, will enable the Company to meet its financial obligations. The Director is of the opinion that the Company will be able to continue in operational existence for the foreseeable future and to realise its assets and settle its liabilities in the ordinary course of business. Accordingly, the preparation of the financial statements on a going concern basis is highly dependent on the approval and successful implementation of the debt restructuring plan and continuing support from the creditors of the Company.

(c) Functional and presentation currency

These financial statements are presented in Ringgit Malaysia ("RM"), which is the Company's functional currency. All financial information is presented in RM and has been rounded to the nearest thousand, unless otherwise stated.

(d) Critical accounting estimates and judgements

Key Sources of Estimation Uncertainty

Management believes that there are no key assumptions made concerning the future, and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year other than as disclosed below:-

Impairment of receivables

In respect of impairment of financial assets, MFRS 9 requires the Company to make assumptions about changes in economic conditions relatively far into the future for assets maturing in the medium term and longer term. The Company has applied the expected credit loss ("ECL") model in accordance with the requirements of MFRS 9 in assessing impairment of receivables. The carrying amount of receivables as at the reporting date are disclosed in Notes 5 to the financial statements.

Critical Judgements Made in Applying Accounting Policies

Management believes that there are no instances of application of critical judgement in applying the Company's accounting policies which will have a significant effect on the amounts recognised in the financial statements.

2. Significant accounting policies

(a) Financial instruments

Financial assets and financial liabilities are recognised in the statement of financial position when the Company has become a party to the contractual provisions of the instruments.

Financial instruments are classified as financial assets, financial liabilities or equity instruments in accordance with the substance of the contractual arrangement and their definitions in MFRS 132. Interest, dividends, gains and losses relating to a financial instrument classified as liability are reported as an expense or income. Distributions to holders of financial instruments classified as equity are charged directly to equity.

Financial instruments are offset when the Company has a legally enforceable right to offset and intends to settle either on a net basis or to realise the asset and settle the liability simultaneously.

A financial instrument is recognised initially at its fair value (other than trade receivables without significant financing component which are measured at transaction price as defined in MFRS 15 at inception). Transaction costs that are directly attributable to the acquisition or issue of the financial instrument (other than a financial instrument at fair value through profit or loss) are added to/deducted from the fair value on initial recognition, as appropriate. Transaction costs on the financial instrument at fair value through profit or loss are recognised immediately in profit or loss.

Financial instruments recognised in the statement of financial position are disclosed in the individual policy statement associated with each item.

2. Significant accounting policies (continued)

(a) Financial instruments (continued)

(i) Financial assets

All recognised financial assets are measured subsequently in their entirety at either amortised cost or fair value (through profit or loss, or other comprehensive income), depending on the classification of the financial assets.

Debt Instruments

(a) Amortised cost

The financial asset is held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest. Interest income is recognised by applying the effective interest rate to the gross carrying amount of the financial asset. When the asset has subsequently become credit-impaired, the interest income is recognised by applying the effective interest rate to the amortised cost of the financial asset.

The effective interest method is a method of calculating the amortised cost of a financial asset and of allocating interest income over the relevant period. The effective interest rate is the rate that discounts estimated future cash receipts (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts), excluding expected credit losses, through the expected life of the financial asset or a shorter period (where appropriate).

(b) Fair value through other comprehensive income

The financial asset is held for both collecting contractual cash flows and selling the financial asset, where the asset's cash flows represent solely payments of principal and interest. Movements in the carrying amount are taken through other comprehensive income and accumulated in the fair value reserve, except for the recognition of impairment, interest income and foreign exchange difference which are recognised directly in profit or loss. Interest income is calculated using the effective interest rate method.

(c) Fair value through profit or loss

All other financial assets that do not meet the criteria for amortised cost or fair value through other comprehensive income are measured at fair value through profit or loss. The fair value changes do not include interest or dividend income.

The Company reclassifies debt instruments when and only when its business model for managing those assets change.

2. Significant accounting policies (continued)

(a) Financial instruments (continued)

(i) Financial assets (continued)

Equity instruments

All equity investments are subsequently measured at fair value with gains and losses recognised in profit or loss except where the Company has elected to present the subsequent changes in fair value in other comprehensive income and accumulated in the fair value reserve at initial recognition.

The designation at fair value through other comprehensive income is not permitted if the equity investment is either held for trading or is designated to eliminate or significantly reduce a measurement or recognition inconsistency that would otherwise arise.

Dividend income from this category of financial assets is recognised in profit or loss when the Company's right to receive payment is established unless the dividends clearly represent a recovery of part of the cost of the equity investments.

(ii) Financial liabilities

(a) Financial liabilities at fair value through profit or loss

Fair value through profit or loss category comprises financial liabilities that are either held for trading or are designated to eliminate or significantly reduce a measurement or recognition inconsistency that would otherwise arise. The changes in fair value (excluding interest expense) of these financial liabilities are recognised in profit or loss.

(b) Other financial liabilities

Other financial liabilities are subsequently measured at amortised cost using the effective interest method.

The effective interest method is a method of calculating the amortised cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts), through the expected life of the financial liability or a shorter period (where appropriate).

2. Significant accounting policies (continued)

(a) Financial instruments (continued)

(iii) Equity instruments

Equity instruments classified as equity are measured initially at cost and are not remeasured subsequently.

Ordinary shares

Ordinary shares are classified as equity and recorded at the proceeds received, net of directly attributable transaction costs.

Dividends on ordinary shares are recognised as liabilities when approved for appropriation.

(iv) Redeemable preference share

Preference share capital is classified as equity if it is non-redeemable, or is redeemable but only at the Company's option, and any dividends are discretionary. Dividend thereon are recognised as distributions within equity.

(v) Derecognition

A financial asset or part of it is derecognised when, and only when, the contractual rights to the cash flows from the financial asset expire or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity. On derecognition of a financial asset measured at amortised cost, the difference between the carrying amount of the asset and the sum of the consideration received and receivable is recognised in profit or loss. In addition, on derecognition of a debt instrument classified as fair value through other comprehensive income, the cumulative gain or loss previously accumulated in the fair value reserve is reclassified from equity to profit or loss. In contrast, there is no subsequent reclassification of the fair value reserve to profit or loss following the derecognition of an equity investment.

A financial liability or a part of it is derecognised when, and only when, the obligation specified in the contract is discharged or cancelled or expires. On derecognition of a financial liability, the difference between the carrying amount of the financial liability extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred or liabilities assumed, is recognised in profit or loss.

2. Significant accounting policies (continued)

(b) Plant and equipment

All items of plant and equipment are initially measured at cost. Cost includes expenditure that are directly attributable to the acquisition of the asset and other costs directly attributable to bringing the asset to working condition for its intended use.

Subsequent to initial recognition, all plant and equipment are stated at cost less accumulated depreciation and any impairment losses.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when the cost is incurred and it is probable that the future economic benefits associated with the asset will flow to the Company and the cost of the asset can be measured reliably. The carrying amount of parts that are replaced is derecognised. The costs of the day-to-day servicing of plant and equipment are recognised in profit or loss as incurred.

Depreciation on plant and equipment is charged to profit or loss (unless it is included in the carrying amount of another asset) on a straight-line method to write off the depreciable amount of the assets over their estimated useful lives. Depreciation of an asset does not cease when the asset becomes idle or is retired from active use unless the asset is fully depreciated. The principal annual rates used for this purpose are:-

Computers	12.5% - 20%
Office equipment, furniture and fittings	20%
Renovation	20%

The depreciation method, useful lives and residual values are reviewed, and adjusted if appropriate, at the end of each reporting period to ensure that the amounts, method and periods of depreciation are consistent with previous estimates and the expected pattern of consumption of the future economic benefits embodied in the items of the plant and equipment. Any changes are accounted for as a change in estimate.

When significant parts of an item of plant and equipment have different useful lives, they are accounted for as separate items (major components) of plant and equipment.

An item of plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its use. Any gain or loss arising from derecognition of the asset, being the difference between the net disposal proceeds and the carrying amount, is recognised in profit or loss.

2. Significant accounting policies (continued)

(c) Cash and cash equivalents

Cash and cash equivalents comprise cash in hand, bank balances, demand deposits, and short-term, highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value with original maturity periods of three months or less. For the purpose of the statement of cash flows, cash and cash equivalents are presented net of bank overdrafts.

(d) Impairment

(i) Impairment of financial assets

The Company recognises a loss allowance for expected credit losses on investments in debt instruments that are measured at amortised cost and trade receivables.

The expected credit loss is estimated as the difference between all contractual cash flows that are due to the Company in accordance with the contract and all the cash flows that the Company expects to receive, discounted at the original effective interest rate.

The amount of expected credit losses is updated at each reporting date to reflect changes in credit risk since initial recognition of the respective financial instrument. The Company always recognises lifetime expected credit losses for trade receivables using the general approach. The expected credit losses on these financial assets are estimated based on the customer's financial information, past trend of payment and adjusted for forward-looking information (including time value of money where appropriate.)

For all other financial instruments, the Company recognises lifetime expected credit losses when there has been a significant increase in credit risk since initial recognition. However, if the credit risk on the financial instrument has not increased significantly since initial recognition, the Company measures the loss allowance for that financial instrument at an amount equal to 12-month expected credit losses.

The Company recognises an impairment gain or loss in profit or loss for all financial instruments with a corresponding adjustment to their carrying amount through a loss allowance account, except for investments in debt instruments that are measured at fair value through other comprehensive income, for which the loss allowance is recognised in other comprehensive income and accumulated in the fair value reserve, and does not reduce the carrying amount of the financial asset in the statement of financial position.

2. Significant accounting policies (continued)

(d) Impairment (continued)

(ii) Impairment of Non-financial Assets

The carrying values of assets, other than those to which MFRS 136 - Impairment of Assets does not apply, are reviewed at the end of each reporting period for impairment when there is an indication that the assets might be impaired. Impairment is measured by comparing the carrying values of the assets with their recoverable amounts. When the carrying amount of an asset exceeds its recoverable amount, the asset is written down to its recoverable amount and an impairment loss shall be recognised. The recoverable amount of an asset is the higher of the asset's fair value less costs to sell and its value in use, which is measured by reference to discounted future cash flows using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. Where it is not possible to estimate the recoverable amount of an individual asset, the Company estimates the recoverable amount of the cash-generating unit to which the asset belongs.

An impairment loss is recognised in profit or loss.

When there is a change in the estimates used to determine the recoverable amount, a subsequent increase in the recoverable amount of an asset is treated as a reversal of the previous impairment loss and is recognised to the extent of the carrying amount of the asset that would have been determined (net of amortisation and depreciation) had no impairment loss been recognised. The reversal is recognised in profit or loss immediately.

(e) Provision

Provision is recognised when the Company has a present obligation (legal or constructive) as a result of past events, when it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and when a reliable estimate of the amount can be made. Provision is reviewed at the end of each reporting period and adjusted to reflect the current best estimate. Where the effect of the time value of money is material, the provision is the present value of the estimated expenditure required to settle the obligation. The discount rate shall be a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. The unwinding of the discount is recognised as interest expense in profit or loss.

2. Significant accounting policies (continued)

(f) Employee benefits

(i) Short-term benefits

Wages, salaries, paid annual leave and bonuses are measured on an undiscounted basis and are recognised in profit or loss in the period in which the associated services are rendered by employees of the Company.

(ii) Defined contribution plans

The Company's contributions to defined contribution plans are recognised in profit or loss in the period to which they relate. Once the contributions have been paid, the Company has no further liability in respect of the defined contribution plans.

(g) Income taxes

(i) Current tax

Current tax assets and liabilities are the expected amount of income tax recoverable or payable to the taxation authorities.

Current taxes are measured using tax rates and tax laws that have been enacted or substantively enacted at the end of the reporting period and are recognised in profit or loss except to the extent that the tax relates to items recognised outside profit or loss (either in other comprehensive income or directly in equity).

(ii) Deferred tax

Deferred tax is recognised using the liability method for all temporary differences other than those that arise from the initial recognition of an asset or liability in a transaction which is not a business combination and at the time of the transaction, affects neither accounting profit nor taxable profit.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the period when the asset is realised or the liability is settled, based on the tax rates that have been enacted or substantively enacted at the end of the reporting period.

Deferred tax assets are recognised for all deductible temporary differences, unused tax losses and unused tax credits to the extent that it is probable that future taxable profits will be available against which the deductible temporary differences, unused tax losses and unused tax credits can be utilised. The carrying amounts of deferred tax assets are reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that the related tax benefits will be realised.

2. Significant accounting policies (continued)

(g) Income taxes (continued)

Current and deferred tax items are recognised in correlation to the underlying transactions either in profit or loss, other comprehensive income or directly in equity.

Current tax assets and liabilities or deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when the deferred taxes relate to the same taxable entity (or on different tax entities but they intend to settle current tax assets and liabilities on a net basis) and the same taxation authority.

(h) Fair value measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, regardless of whether that price is directly observable or estimated using a valuation technique. The measurement assumes that the transaction takes place either in the principal market or in the absence of a principal market, in the most advantageous market. For non-financial asset, the fair value measurement takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

For financial reporting purposes, the fair value measurements are analysed into level 1 to level 3 as follows:-

- Level 1: Inputs are quoted prices (unadjusted) in active markets for identical assets or liability that the entity can access at the measurement date;
- Level 2: Inputs are inputs, other than quoted prices included within level 1, that are observable for the asset or liability, either directly or indirectly; and
- Level 3: Inputs are unobservable inputs for the asset or liability.

The transfer of fair value between levels is determined as of the date of the event or change in circumstances that caused the transfer.

2. Significant accounting policies (continued)

(i) Revenue from contracts with customers

Revenue is recognised by reference to each distinct performance obligation in the contract with customer and is measured at the consideration specified in the contract of which the Company expects to be entitled in exchange for transferring promised goods or services to a customer, net of sales and service tax, returns, rebates and discounts.

The Company recognises revenue when (or as) it transfers control over a product or service to customer. An asset is transferred when (or as) the customer obtains control of that asset.

The Company transfers control of a good or service at a point in time unless one of the following overtime criteria is met:-

- The customer simultaneously receives and consumes the benefits provided as the Company performs.
- The Company's performance creates or enhances an asset that the customer controls as the asset is created or enhanced.
- The Company's performance does not create an asset with an alternative use and the Company has an enforceable right to payment for performance completed to date.

(j) Other operating income

Interest income

Interest income is recognised on an accrual basis using the effective interest method.

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3. Plant and equipment

	Computers RM'000	Office equipment, furniture and fittings RM'000	Renovation RM'000	Total RM'000
Cost				
At 1 July 2019/30 June 2020/ 1 July 2020/30 June 2021	2,461	133	516	3,110
Accumulated depreciation				
At 1 July 2019/30 June 2020/ 1 July 2020/30 June 2021	2,460	133	516	3,109
Carrying amounts				
At 1 July 2019/30 June 2020/ 1 July 2020/30 June 2021	1	-	-	1

4. Other investment

	Note	2021 RM'000	2020 RM'000
Non-current			
Deposits placed with licensed banks			
- amortised cost	4.1	450	280

4.1 The deposits placed with licensed banks with original maturity of more than 3 months are pledged for bank guarantee facilities granted to the Company.

5. Trade and other receivables

	Note	2021 RM'000	2020 RM'000
Current			
Trade			
Trade receivables		3,656	5,837
Less: Allowance for impairment loss		<u>(332)</u>	<u>(332)</u>
	5.1	<u>3,324</u>	<u>5,505</u>
Non-trade			
Amount due from holding company	5.2	-	2,151
Amount due from related companies	5.2	22,137	23,448
Deposit		7	-
Other receivables		91	59
Prepayments		<u>117</u>	<u>146</u>
		<u>22,352</u>	<u>25,804</u>
		<u>25,676</u>	<u>31,309</u>

5.1 Credit terms for trade receivables range from 30 to 90 days (2020: 30 to 90 days).

5.2 Amounts due from holding company and related companies are non-trade in nature, unsecured, interest free and repayable on demand. The amounts owing are to be settled in cash.

6. Cash and cash equivalents

	Note	2021 RM'000	2020 RM'000
Cash and bank balances		5,486	88
Short-term deposits	6.1	<u>286</u>	<u>1,267</u>
Cash and cash equivalents in the statement of financial position		5,772	1,355
Pledged deposits	6.1	<u>(286)</u>	<u>(1,267)</u>
Cash and cash equivalents in the statement of cash flows		<u>5,486</u>	<u>88</u>

6.1 The short-term deposits placed with licensed banks with original maturity of less than 3 months are pledged for bank guarantee facilities granted to the Company.

7. Capital and reserve

Share capital

	Number of shares 2021 '000	Amount 2021 RM'000	Number of shares 2020 '000	Amount 2020 RM'000
Issued and fully paid shares with no par value classified as equity instruments:				
Ordinary shares				
At 1 July 2020/30 June 2021/ 1 July 2019/30 June 2020	100	100	100	100
Redeemable preference shares				
At 1 July 2020/30 June 2021/ 1 July 2019/30 June 2020	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>
	<u>25,100</u>	<u>25,100</u>	<u>25,100</u>	<u>25,100</u>

Ordinary shares

The holders of ordinary shares are entitled to receive dividends as declared from time to time and are entitled to one vote per share at meetings of the Company.

Redeemable preference shares

The main features of redeemable preference shares ("RPS") are as follows:

- (a) The rights of dividends on the RPS are in priority to any other classes of shares of the Company;
- (b) The RPS carry the rights to a non-cumulative preferential dividend at a rate determined by the Director of the Company which shall not exceed 80% of the distributable profit in a financial year and shall be no less than the rate at which (if any) is declared in respect of the ordinary shares of the Company;
- (c) The RPS rank ahead of the ordinary shares and where applicable, other classes of shares of the Company in the payment of capital and rank *pari passu* in participation of surplus assets;
- (d) The Company shall have the rights at any time and from time to time to redeem all or some of the RPS at the redemption price of RM10.00 per RPS; and
- (e) The RPS holders shall not have the rights to vote in general meetings of shareholders of the Company except for matters affecting the rights and interest of RPS holders or on a resolution for winding up.

8. Trade and other payables

	Note	2021 RM'000	2020 RM'000
Current			
Trade			
Trade payables	8.1	336	295
Amount due to a related company	8.2	-	1,979
		<u>336</u>	<u>2,274</u>
Non-trade			
Other payables and accruals		<u>1,231</u>	<u>1,613</u>
		<u>1,567</u>	<u>3,887</u>

8.1 Credit term granted by suppliers to the Company is 30 days (2020: 30 days).

8.2 In the previous financial year, the amount due to a related company was subject to negotiated trade terms. The amount was settled in cash.

9. Provision**Provision for litigations**

	2021 RM'000	2020 RM'000
At 1 July 2020/2019	-	-
Provision made during the financial year	<u>250</u>	<u>-</u>
At 30 June	<u>250</u>	<u>-</u>

The provision is in respect of the on-going litigation claim.

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10. Revenue

	2021 RM'000	2020 RM'000
Revenue from contracts with customers	36,632	18,766
Other revenue		
Rental income	-	2
Total revenue	<u>36,632</u>	<u>18,768</u>

10.1 Disaggregation of revenue

	2021 RM'000	2020 RM'000
Primary geographical market		
Malaysia	<u>36,632</u>	<u>18,768</u>
Major products and services lines		
Drilling fluids services	296	297
Sales of drilling related chemicals and supplies	33,593	11,113
Drilling waste management services	207	3,704
Sales of drilling waste equipment related supplies and accessories	<u>2,536</u>	<u>3,652</u>
	<u>36,632</u>	<u>18,766</u>
Timing of recognition		
At a point in time	<u>36,632</u>	<u>18,766</u>
Revenue from contracts with customers	36,632	18,766
Other revenue	-	2
Total revenue	<u>36,632</u>	<u>18,768</u>

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10. Revenue (continued)

10.2 Nature of goods and services

The following information reflects the typical transactions of the Company:

Nature of goods or services	Timing of recognition or method used to recognise revenue	Significant payment terms	Variable element in consideration	Obligation for returns or refunds	Warranty
Drilling fluids services	Revenue is recognised when the services are performed and accepted by the customers at their premises.	Credit period of 30 – 90 days from invoice date.	Not applicable.	Not applicable.	Not applicable.
Sales of drilling related chemicals and supplies	Revenue is recognised when the goods are delivered and accepted by the customers at their premises.	Credit period of 30 – 60 days from invoice date.	Not applicable.	Not applicable.	Not applicable.
Drilling waste management services	Revenue is recognised when the services are performed and accepted by the customers at their premises.	Credit period of 30 – 60 days from invoice date.	Not applicable.	Not applicable.	Not applicable.
Sales of drilling waste equipment related supplies and accessories	Revenue is recognised when the goods are delivered and accepted by the customers at their premises.	Credit period of 30 – 60 days from invoice date.	Not applicable.	Not applicable.	Not applicable.

Significant judgements and assumptions arising from revenue recognition

There are no significant judgements and assumptions applied that significantly affect the determination of the amount and timing of revenue recognised from contracts with customers.

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11. Profit/(Loss) before tax

	2021 RM'000	2020 RM'000
Profit/(loss) before tax is arrived at after charging/(crediting):		
Audit fees	40	55
Material expenses/(income)		
Impairment loss on:		
- Amount due from former ultimate holding company	-	16
- Amount due from a related party	-	32
- Amount due from holding company	2,054	-
- Trade receivables	-	332
Reversal of impairment loss on trade receivables	-	(44)
Net unrealised foreign exchange (gain)/loss	(3,665)	3,943
Net realised foreign exchange loss/(gain)	187	(67)
Personnel expenses (including key management personnel):		
- Contributions to state plans	536	513
- Other employee benefits	1,162	1,051
- Wages, salaries and others	3,458	3,473
Provision for litigation	250	-
Rental of premises	153	288
Interest income	(2)	-
Waiver of debt on amount due to a related company	(1,844)	-

12. Tax expense

	2021 RM'000	2020 RM'000
Current tax expense		
Current year	-	-
Reconciliation of tax expense		
Profit/(Loss) before tax	1,024	(7,533)
Income tax calculated using Malaysian tax rate of 24% (2020: 24%)	246	(1,808)
Non-deductible expenses	48	34
Effect of deferred tax assets not recognised	-	1,774
Utilisation of deferred tax assets previously not recognised	(294)	-
Total income tax expense	-	-

12. Tax expense (continued)**Unrecognised deferred tax assets**

Deferred tax assets and liability have not been recognised in respect of the following items:

	2021	2020
	RM'000	RM'000
<u>Deferred tax assets:</u>		
Deductible temporary differences	826	4,466
Unutilised tax losses	14,957	8,930
<u>Deferred tax liability:</u>		
Deductible temporary differences	<u>(3,610)</u>	<u>-</u>
	<u>12,173</u>	<u>13,396</u>

No deferred tax assets are recognised in respect of these items as it is not probable that taxable profits will be available against which the deductible temporary differences can be utilised.

The unutilised tax losses of the Company is available for offsetting against future taxable profits of the Company under the Income Tax Act, 1967 and guidelines issued by the tax authorities as follows:

	2021	2020
	RM'000	RM'000
Utilisation period		
Within 5 years	5,868	-
Within 6 years	3,062	5,868
Within 7 years	6,027	3,062
	<u>14,957</u>	<u>8,930</u>

13. Financial instruments

13.1 Categories of financial instruments

The table below provides an analysis of financial instruments categorised as amortised cost ("AC").

	Carrying amount RM'000	AC RM'000
2021		
Financial assets		
Other investment	450	450
Trade and other receivables*	25,538	25,538
Cash and cash equivalents	5,772	5,772
	<u>31,760</u>	<u>31,760</u>
Financial liability		
Trade and other payables**	<u>(1,479)</u>	<u>(1,479)</u>
2020		
Financial assets		
Other investment	280	280
Trade and other receivables*	31,149	31,149
Cash and cash equivalents	1,355	1,355
	<u>32,784</u>	<u>32,784</u>
Financial liability		
Trade and other payables**	<u>(3,766)</u>	<u>(3,766)</u>

* Excluding prepayments, deposit and Goods and Services Tax ("GST") receivables

** Excluding SST payables

13. Financial instruments (continued)

13.2 Net gains and losses arising from financial instruments

	2021 RM'000	2020 RM'000
Net gains/(losses) on:		
Financial assets at amortised cost	2,370	(80)
Financial liabilities at amortised cost	<u>(5,640)</u>	<u>4,293</u>
	<u>(3,271)</u>	<u>(4,213)</u>
Net loss on impairment of financial instruments:		
Financial assets at amortised cost	<u>(2,054)</u>	<u>(336)</u>

13.3 Financial risk management

The Company has exposure to the following risks from its use of financial instruments:

- Credit risk
- Liquidity risk
- Market risk

13.4 Credit risk

Credit risk is the risk of a financial loss to the Company if a customer or counterparty to a financial instrument fails to meet its contractual obligations. The Company's exposure to credit risk arises principally from its receivables from customers, amounts due from holding company and related companies.

There are no significant changes as compared to prior year.

Receivables

Risk management objectives, policies and processes for managing the risk

Management has a credit policy in place and the exposure to credit risk is monitored on an ongoing basis.

At each reporting date, the Company assesses whether any of the trade receivables are credit impaired.

The gross carrying amounts of credit impaired trade receivables are written off (either partially or in full) when there is no realistic prospect of recovery. This is generally the case when the Company determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off. Nevertheless, trade receivables that are written off could still be subject to enforcement activities.

13. Financial instruments (continued)

13.4 Credit risk (continued)

Receivables (continued)

Exposure to credit risk, credit quality and collateral

As at the end of the reporting period, the maximum exposure to credit risk arising from receivables is represented by the carrying amounts in the statement of financial position.

Management has taken reasonable steps to ensure that receivables that are neither past due nor impaired are stated at their realisable values. A significant portion of these receivables are regular customers that have been transacting with the Company. The Company uses ageing analysis to monitor the credit quality of the receivables. Any receivables having significant balances past due more than 90 days, which are deemed to have higher credit risk, are monitored individually.

Recognition and measurement of impairment losses

In managing credit risk of trade receivables, the Company manages its debtors and takes appropriate actions (including but not limited to legal actions) to recover long overdue balances. Generally, trade receivables will pay within 30 to 90 days. The Company's debt recovery process is as follows:

- (a) Above 90 days past due after credit term, the Company will start to initiate a structured debt recovery process which is monitored by the sales management team; and
- (b) Above 365 days past due, the Company will evaluate options of commencing legal proceeding against the customer.

The Company uses general approach to measure expected credit losses of trade receivables. Consistent with the debt recovery process, invoices which are past due 90 days will be considered as credit impaired.

Loss rates are calculated using a 'roll rate' method based on the probability of a receivable progressing through successive stages of delinquency to 90 days past due.

Loss rates are based on actual credit loss experience over the past 2 to 3 years. The Company also considers differences between (a) economic conditions during the period over which the historical data has been collected, (b) current conditions and (c) the Company's view of economic conditions over the expected lives of the receivables. Nevertheless, the Company believes that these factors are immaterial for the purpose of impairment calculation for the financial year.

13. Financial instruments (continued)**13.4 Credit risk (continued)****Receivables (continued)****Recognition and measurement of impairment losses (continued)**

The following table provides information about the exposure to credit risk and expected credit losses for trade receivables which are grouped together as they are expected to have similar risk nature.

	Gross carrying amount RM'000	Loss allowance RM'000	Net balance RM'000
2021			
Current (not past due)	2,492	-	2,492
1 to 30 days past due	7	-	7
	<u>2,499</u>	<u>-</u>	<u>2,499</u>
Credit impaired			
More than 90 days past due	1,157	(332)	825
	<u>3,656</u>	<u>(332)</u>	<u>3,324</u>
2020			
Current (not past due)	3,235	-	3,235
1 to 30 days past due	537	-	537
31 to 60 days past due	868	-	868
61 to 90 days past due	338	(16)	322
	<u>4,978</u>	<u>(16)</u>	<u>4,962</u>
Credit impaired			
More than 90 days past due	859	(316)	543
	<u>5,837</u>	<u>(332)</u>	<u>5,505</u>

The movements in the allowance for impairment losses of trade receivables during the year are shown below.

	Credit impaired RM'000
Balance at 1 July 2019	44
Net remeasurement of loss allowance	<u>288</u>
Balance at 30 June 2020	332
Net remeasurement of loss allowance	<u>-</u>
Balance at 30 June 2021	<u>332</u>

13. Financial instruments (continued)

13.4 Credit risk (continued)

Inter-company advances

Risk management objectives, policies and processes for managing the risk

The Company provides unsecured advances to holding company and related companies. The Company monitors the ability of the holding company and related companies to repay the advances on an individual basis.

Exposure to credit risk, credit quality and collateral

As at the end of the reporting period, the maximum exposure to credit risk is represented by their carrying amounts in the statement of financial position.

Advances provided are not secured by any collateral or supported by any other credit enhancements.

Recognition and measurement of impairment losses

Generally, the Company considers advances to holding company and related companies to have low credit risk. The Company assumes that there is a significant increase in credit risk when the holding company and related companies' financial positions deteriorate significantly. As the Company is able to determine the timing of payments of the holding company and related companies' advances when they are payable, the Company considers the advances to be in default when the holding company and related companies are not able to pay when demanded. The Company considers the holding company and related companies' advances to be credit impaired when:

- The holding company and related companies are unlikely to repay their advances to the Company in full; or
- The holding company and related companies are continuously loss making and are having a deficit shareholders' fund.

The Company determines the probability of default for these advances individually using internal information available.

13. Financial instruments (continued)

13.4 Credit risk (continued)

Inter-company advances (continued)

The following table provides information about the exposure to credit risk and ECLs for the holding company and related companies' advances.

	Gross carrying amount RM'000	Loss allowance RM'000	Net balance RM'000
2021			
Low credit risk	22,137	-	22,137
Credit impaired	2,054	(2,054)	-
	<u>24,191</u>	<u>(2,054)</u>	<u>22,137</u>
2020			
Low credit risk	25,599	-	25,599
Credit impaired	690	(690)	-
	<u>26,289</u>	<u>(690)</u>	<u>25,599</u>

The movements in the allowance for impairment in respect of holding company and related companies' advances during the year are as follows:

	Credit impaired RM'000
Balance at 30 June 2020	-
Net remeasurement of loss allowance	2,054
Balance at 30 June 2021	<u>2,054</u>

The loss allowance is primarily due to amount due from holding company which is not recoverable and are continuously loss making and having deficit shareholders' fund.

13. Financial instruments (continued)

13.4 Credit risk (continued)

Financial guarantees

Risk management objectives, policies and processes for managing the risk

The Company provides unsecured financial guarantees to banks and a financial guarantee insurer in respect of credit and financial guarantee insurance facilities granted to certain related companies. The Company monitors on an ongoing basis the results of the related companies and repayments made by the related companies.

Exposure to credit risk, credit quality and collateral

The maximum exposure to credit risk amounts to approximately RM131,710,000 representing the outstanding credit facilities of the related companies as at the end of the reporting period. The financial guarantees are provided as credit enhancements to the related companies' credit facilities.

Recognition and measurement of impairment loss

The Company assumes that there is a significant increase in credit risk when a related company's financial position deteriorates significantly. The Company considers a financial guarantee to be credit impaired when a related company is unlikely to repay its credit obligation to the bank or facility agent in full.

The Company determines the probability of default of the credit facilities individually using internal information available.

The financial guarantees have not been recognised since the fair value on initial recognition and the associated loss allowances, if any, were not material.

13.5 Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company's exposure to liquidity risk arises principally from its various payables.

The Company maintains a level of cash and cash equivalents deemed adequate by the management to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when they fall due.

It is not expected that the cash flows included in the maturity analysis could occur significantly earlier, or at significant different amounts.

13. Financial instruments (continued)

13.5 Liquidity risk (continued)

Maturity analysis

The table below summarises the maturity profile of the Company's financial liabilities as at the end of the reporting period based on undiscounted contractual payments.

	Carrying amount RM'000	Contractual cash flows RM'000	Under 1 year RM'000
2021			
<i>Non-derivative financial liability</i>			
Trade and other payables*	1,479	1,479	1,479
2020			
<i>Non-derivative financial liability</i>			
Trade and other payables*	3,766	3,766	3,766

* Excluding SST payables

13. Financial instruments (continued)

13.6 Market risk

Market risk is the risk that changes in market prices, such as foreign exchange rates that will affect the Company's financial position or cash flows.

13.6.1 Currency risk

The Company is exposed to foreign currency risk on sales and purchases that are denominated in a currency other than the Company's functional currency. The currency giving rise to this risk is primarily *U.S. Dollar ("USD")*.

Risk management objectives, policies and processes for managing the risk

The Company does not have a fixed policy to hedge its sales and purchases via forward contracts. These exposures are managed primarily by using natural hedges that arise from offsetting assets and liabilities that are denominated in foreign currencies wherever possible and close monitoring of the currency exposures by management.

The Company maintains foreign currency denominated bank balances for the corresponding foreign currency financial assets and liabilities, and constant monitoring of the receivables and payments via inter-company transactions by maintaining USD and RM intercompany balances. Foreign currency denominated bank balances are maintained at minimal levels for working capital purposes and excess funds are transferred to the Ringgit Malaysia bank account to minimise the foreign exchange translation exposure.

13. Financial instruments (continued)

13.6 Market risk (continued)

13.6.1 Currency risk (continued)

Exposure to foreign currency risk

The Company's exposure to foreign currency (a currency which is other than the functional currency of the Company) risk, based on carrying amounts as at the end of the reporting period are as follows:

	Denominated in USD	
	2021 RM'000	2020 RM'000
Balances recognised in the statement of financial position		
Trade and other receivables	3,275	4,428
Trade and other payables	(7)	(591)
Net exposure	<u>3,268</u>	<u>3,837</u>

Currency risk sensitivity analysis

A 5% (2020: 5%) strengthening of RM against USD at the end of the reporting period would have decreased equity and post-tax profit or loss by the amount shown below. This analysis is based on foreign currency exchange rate variances that the Company considered to be reasonably possible at the end of the reporting period. This analysis assumes that all other variables, in particular interest rates, remained constant and ignores any impact of forecasted sales and purchases.

	Increase/(Decrease) Equity/Profit or loss	
	2021 RM'000	2020 RM'000
USD against RM		
- strengthened	205	192
- weakened	<u>(205)</u>	<u>(192)</u>

A 5% (2020: 5%) weakening of RM against USD at the end of the reporting period would have had equal but opposite effect on the above currency to the amount shown above, on the basis that all other variables remained constant.

13.6.2 Interest rate risk

The Company does not have any interest-bearing borrowings and hence, is not exposed to interest rate risk.

13. Financial instruments (continued)

13.7 Fair value information

The carrying amounts of cash and cash equivalents, short-term receivables and payables reasonably approximate their fair values due to the relatively short-term nature of these financial instruments.

Fair value hierarchy

Fair value hierarchy has not been presented as there are no financial instruments carried at fair value nor those not carried at fair value for which fair value is disclosed as at the end of the reporting period.

14. Related parties

Identity of related parties

For the purposes of these financial statements, parties are considered to be related to the Company if the Company has the ability, directly or indirectly, to control or jointly control the party or exercise significant influence over the party in making financial and operating decisions, or vice versa, or where the Company and the party are subject to common control. Related parties may be individuals or other entities.

Related parties also include key management personnel defined as those persons having authority and responsibility for planning, directing and controlling the activities of the Company either directly or indirectly. The key management personnel includes all the Directors of the Company.

The Company has related party relationship with its holding company, related companies, related parties and key management personnel.

Transactions with key management personnel

There are no transactions with key management personnel during the financial year.

Significant related party transactions

Related party transactions have been entered into in the normal course of business under negotiated terms. The significant related party transactions of the Company are shown below. The balances related to the below transactions are shown in Notes 5 and 8 to the financial statements.

	2021 RM'000	2020 RM'000
Holding company		
Recharge of expenses by holding company	<u>(68)</u>	<u>(111)</u>
Related parties		
Purchase of goods	(32,270)	(14,487)
Personnel cost allocation	162	151
Management fee	(38)	(39)
SAP maintenance fee expense	<u>(36)</u>	<u>(36)</u>

15. Capital management

The Company's objectives when managing capital is to maintain a strong capital base and safeguard the Company's ability to continue as a going concern, so as to maintain creditors and market confidence and to sustain future development of the business. The Director monitors the adequacy of capital on an ongoing basis. There was no change in the Company's approach to capital management during the financial year.

16. Significant event during the financial year

On 14 August 2020, the Court granted the Judicial Management Order ("JMO") applications filed by the Company.

The JMO application was a proactive measure by the Company to:

- allow some time to restructure their debts which are currently due and maximise the return to lenders and creditors of the Company;
- allow the Company to continue to operate and deliver its ongoing contracts and tenders across the world, thereby, preserving the business and provide opportunity to generate returns and cashflows to meet its loan and borrowings and trade payables obligations; and
- secure the expertise of an independent professional to assist the Company with the rehabilitation of their debts and assist them to better realise their assets.

Following the JMO approved by the Court, the Judicial Manager commenced working on a debt restructuring plan on 17 August 2020. The Judicial Manager is required to present a statement of proposal (hereinafter referred to as "debt restructuring plan") within 60 days or such longer period as the Court may allow upon securing the JMO, to all creditors of the Company.

The Judicial Manager applied to the Court several times for the extension of time of 60 days to finalise the debt restructuring plan and the Court approved all the application for the extension of time. The extension of time granted during the financial year up to 12 August 2021.

17. Subsequent event after the financial year end

On 6 August 2021, the Judicial Manager made an application to the Court that:

- the JMO, as set out in Note 16 to the financial statements, be discharged;
- Datuk Duar Tuan Kiat vacate office as Judicial Manager on the date of Order;
- The sums payable in respect of the debts or liabilities incurred (to the best of the Judicial Manager's knowledge and subject to verification), and the remuneration and expenses that will continue to be incurred by the Judicial Manager, shall be charged on and paid out of the property of the Company in priority to all other debts, except those debts subject to which subsection 415(2) of the Companies Act 2016 applies; and
- Effective the date of Order, the Judicial Manager be released from any liability in respect of any act or omission done by the Judicial Manager in the management of the Company.

On 12 August 2021, the Court approved the application except for the sum payable in respect of the debts or liabilities incurred, and the remuneration and expenses that will continue to be incurred by the Judicial Manager whereby the Court has set the next hearing date on 24 August 2021 to determine the said sum payable. The hearing confirmed that certain amounts to be paid by the Company and a related company as preferred unsecured creditors after secured lenders charged assets and loans have been settled.

18. Comparative figures

The following figures have been reclassified to conform with the presentation of the current financial year: -

	As previously reported RM'000	As restated RM'000
Statement of profit or loss and other comprehensive income (Extract):-		
Other income	-	67
Selling and distribution expenses	(2,283)	(2,267)
Administrative expenses	(2,263)	(2,317)
Other expenses	(3,915)	(3,944)

19. Basis For Disclaimer Of Opinion On The Financial Statements For The Financial Year Ended 30 June 2020

The extracts of disclaimer opinion in the financial statements for the financial year ended 30 June 2020 is as follows:

The Company provides various securities that include an assignment of revenue bank accounts and a debenture over present and future assets of the Company in addition to a corporate guarantee issued to Danajamin Nasional Berhad ("Danajamin") who acts as a guarantor for the guaranteed serial bonds ("the bonds"), issued by a related company, KMCOB Capital Berhad ("KMCOB").

KMCOB had defaulted on the repayment of the guaranteed serial bonds of RM80.4 million on 12 March 2020. As a result, the guarantor of the bonds is entitled to the enforcement of the aforesaid various securities and the corporate guarantee granted by the Company in accordance with the financial guarantee insurance agreement.

The Company also provided corporate guarantee to the lenders for credit facilities granted to a related company, Scomi Oiltools Sdn Bhd ("SOSB"). The event of default of the bonds has also resulted in cross defaults of SOSB's credit facilities.

On 14 August 2020, the Company secured the Judicial Management Order ("JMO") from the High Court with the objective of restructuring its debts. The JMO also immediately put into effect a moratorium period during which no resolution shall be passed, or order shall be made for the winding-up of the Company.

Following the JMO approval by the Court, the Judicial Manager was appointed to work on a debt restructuring plan which is required to be presented within 60 days or such longer period as the Court may allow upon securing the JMO, to all creditors of the Company for their approval. Prior to the expiry of the initial deadline of 13 October 2020, the Judicial Manager applied to the Court for the extension of another 60 days to finalise the debt restructuring plan. On 8 October 2020, the Court approved the application for the extension up to 13 December 2020.

The financial statements have been prepared on the historical cost basis and on the assumption that the Company will continue to be a going concern. However, the preparation of the financial statements on a going concern basis is highly dependent on the approval and successful implementation of the aforesaid debt restructuring plan and regularisation plan.

At the date of this report, the debt restructuring plan is still being formulated. There are material uncertainties as to whether these plans would be approved and be successfully implemented. If the plan is not successfully implemented, the Company may be unable to realise its assets and discharge its liabilities in the ordinary course of business. Accordingly, the financial statements may require adjustments relating to the recoverability and classification of recorded assets and additional amounts of liabilities as the Company may be unable to continue as a going concern.

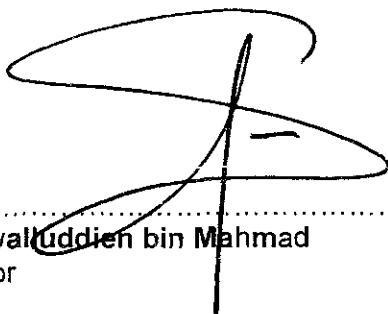
Scomi KMC Sdn. Bhd.

(Registration No. 200701003079 (761077-H))
(Incorporated in Malaysia)

**Statement by a Director pursuant to
Section 251(2) of the Companies Act 2016**

In my opinion, the financial statements set out on pages 5 to 47 are drawn up in accordance with Malaysian Financial Reporting Standards, International Financial Reporting Standards and the requirements of the Companies Act 2016 in Malaysia so as to give a true and fair view of the financial position of the Company as of 30 June 2021 and of its financial performance and cash flows for the financial year then ended.

Signed in accordance with a resolution of the Director:



.....
Shyawaluddin bin Mahmud
Director

Petaling Jaya

Date: 29 October 2021

Scomi KMC Sdn. Bhd.

(Registration No. 200701003079 (761077-H))
(Incorporated in Malaysia)

Statutory declaration pursuant to Section 251(1)(b) of the Companies Act 2016

I, Fadzrul Izham bin Zainal, the officer primarily responsible for the financial management of Scomi KMC Sdn. Bhd., do solemnly and sincerely declare that the financial statements set out on pages 5 to 47 are, to the best of my knowledge and belief, correct and I make this solemn declaration conscientiously believing the declaration to be true, and by virtue of the Statutory Declarations Act, 1960.

Subscribed and solemnly declared by the abovenamed Fadzrul Izham bin Zainal, I/C No: 810803-01-5797, at Kuala Lumpur in the Federal Territory on 29 October 2021.



.....
Fadzrul Izham bin Zainal

Before me:



B-1-2, Blok B, Tingkat 1, Unit 2
Megan Avenue
No 12, Jalan Yap Kwan Seng,
50450, Kuala Lumpur

INDEPENDENT AUDITORS' REPORT TO THE MEMBERS OF SCOMI KMC SDN. BHD.

(Registration No. 200701003079 (761077-H))
(Incorporated in Malaysia)

Report on the Audit of the Financial Statements

Disclaimer of Opinion

We were engaged to audit the financial statements of Scomi KMC Sdn. Bhd. which comprise the statement of financial position as at 30 June 2021, and the statement of profit or loss and other comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies, as set out on pages 5 to 47.

We do not express an opinion on the accompanying financial statements of the Company. Because of the significance of the matters described in the *Basis of Disclaimer of Opinion* section of our report, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on these financial statements.

Basis of Disclaimer of Opinion

1. Going Concern

As disclosed in Note 1(b) to the financial statements, the financial statements of the Company have been prepared on the assumption that the Company will continue as a going concern. The application of the going concern basis is on the assumption that the Company will be able to realise its assets and settle its liabilities in the normal course of business.

The following events or conditions indicate that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern:

The Company provides various securities that include an assignment of revenue bank accounts and a debenture over present and future assets of the Company in addition to a corporate guarantee issued to Danajamin Nasional Berhad ("Danajamin") who act as a guarantor for the guaranteed serial bonds ("the bonds"), issued by a related company, KMCOB Capital Berhad ("KMCOB").

KMCOB had defaulted on the repayment of the guaranteed serial bonds of RM80.4 million on 12 March 2020. As a result, the guarantor of the bonds and other secured lenders are entitled to the enforcement of the aforesaid various securities and the corporate guarantee granted by the Company in accordance with the financial guarantee insurance agreement.

INDEPENDENT AUDITORS' REPORT TO THE MEMBERS OF SCOMI KMC SDN. BHD. (CONT'D)

(Registration No. 200701003079 (761077-H))
(Incorporated in Malaysia)

Basis of Disclaimer of Opinion (continued)

1. Going Concern (continued)

The Company also provided corporate guarantee to the lenders for credit facilities granted to a related company, Scomi Oiltools Sdn Bhd ("SOSB"). The event of default of the bonds has also resulted in cross defaults of SOSB's credit facilities.

On 14 August 2020, the Company secured the Judicial Management Order ("JMO") from the High Court with the objective of restructuring its debts. The JMO also immediately put into effect a moratorium period during which no resolution shall be passed, or order shall be made for the winding-up of the Company.

Following the JMO approval by the Court, the Judicial Manager was appointed to work on a debt restructuring plan which is required to be presented within 60 days or such longer period as the Court may allow upon securing the JMO, to all creditors of the Company for their approval.

The Judicial Manager applied to the Court several times for the extension of time to finalise the debt restructuring plan and the Court has approved all the applications. The final extension of time granted by the Court was up to 12 August 2021.

On 6 August 2021, the Judicial Manager made an application to the Court that:

- the JMO be discharged;
- Judicial Manager vacate office on the date of Order;
- The sums payable in respect of the debts or liabilities incurred (to the best of the Judicial Manager's knowledge and subject to verification), and the remuneration and expenses that will continue to be incurred by the Judicial Manager, shall be charged on and paid out of the property of the Company in priority to all other debts, except those debts subject to which subsection 415(2) of the Companies Act 2016 applies; and
- Effective the date of Order, the Judicial Manager be released from any liability in respect of any act or omission done by the Judicial Manager in the management of the Company.

On 12 August 2021, the Court approved the application except for the sum payable in respect of the debts or liabilities incurred, and the remuneration and expenses that will continue to be incurred by the Judicial Manager whereby the Court has set the next hearing date on 24 August 2021 to determine the said sum payable. The hearing confirmed that certain amounts to be paid by SOSB and the Company as preferred unsecured creditors after secured lenders charged assets and loans have been settled.

The financial statements have been prepared on the historical cost basis and on the assumption that the Company will continue to be a going concern. However, the preparation of the financial statements on a going concern basis is highly dependent on the approval and successful implementation of the aforesaid debt restructuring plan.

INDEPENDENT AUDITORS' REPORT TO THE MEMBERS OF SCOMI KMC SDN. BHD. (CONT'D)

(Registration No. 200701003079 (761077-H))
(Incorporated in Malaysia)

Basis of Disclaimer of Opinion (continued)

1. Going Concern (continued)

At the date of this report, the debt restructuring plan is still being formulated. There are material uncertainties as to whether the plan would be approved and be successfully implemented. If the plan is not successfully implemented, the Company may be unable to realise its assets and discharge its liabilities in the ordinary course of business. Accordingly, the financial statements may require adjustments relating to the recoverability and classification of recorded assets and to the classification and additional amounts of liabilities. This indicates that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern.

2. Intercompany balances

We were unable to obtain sufficient appropriate audit evidence to determine whether certain intercompany balances are fairly stated as at 30 June 2021 and 30 June 2020 as summarised below:

	30 June 2021 RM'000	30 June 2020 RM'000
Amount owing by related companies	22,137	25,599
Amount owing to a related company	-	1,979

Other Matters

The financial statements of the Company for the preceding financial year were audited by another firm of auditors whose report dated 30 October 2020, expressed a Disclaimer of Opinion on the financial statements as disclosed in Note 19 to the financial statements.

Responsibilities of the Director for the Financial Statements

The director of the Company is responsible for the preparation of financial statements of the Company that give a true and fair view in accordance with Malaysian Financial Reporting Standards, International Financial Reporting Standards and the requirements of the Companies Act 2016 in Malaysia. The director is also responsible for such internal control as the director determine is necessary to enable the preparation of financial statements of the Company that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements of the Company, the director is responsible for assessing the ability of the Company to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Director either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

INDEPENDENT AUDITORS' REPORT TO THE MEMBERS OF SCOMI KMC SDN. BHD. (CONT'D)

(Registration No. 200701003079 (761077-H))
(Incorporated in Malaysia)

Auditors' Responsibilities for the Audit of the Financial Statements

Our responsibility is to conduct an audit of the Company's financial statements in accordance with approved standards on auditing in Malaysia and International Standards on Auditing, and to issue an auditors' report. However, because of the matters described in the *Basis for Disclaimer of Opinion* section of our report, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on these financial statements.

Independence and Other Ethical Responsibilities

We are independent of the Company in accordance with the *By-Laws (on Professional Ethics, Conduct and Practice)* of the Malaysian Institute of Accountants ("By-Laws") and the International Ethics Standards Board for Accountants' *International Code of Ethics for Professional Accountants (including International Independence Standards)* ("IESBA Code"), and we have fulfilled our other ethical responsibilities in accordance with the By-Laws and the IESBA Code.

REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

In accordance with the requirements of the Companies Act 2016 in Malaysia, we report that:

- (a) the accounting and other records for the matter as described in the *Basis for Disclaimer of Opinion* section have not been properly kept in accordance with the provision of the Act.
- (b) we have not obtained all the information and explanations that we required.

OTHER MATTERS

This report is made solely to the members of the Company, as a body, in accordance with Section 266 of the Companies Act 2016 in Malaysia and for no other purpose. We do not assume responsibility to any other person for the content of this report.



Crowe Malaysia PLT
201906000005 (LLP0018817-LCA) & AF 1018
Chartered Accountants

Kuala Lumpur

29 October 2021



Ngiam Mia Teck
03000/07/2022 J
Chartered Accountant

1. PRINCIPAL BUSINESS ACTIVITIES

The principal activity of SOL is investment holding. Through its subsidiaries, the principal activities of SOL Group are provision of oilfield equipment, supplies and services comprising drilling fluids and drilling waste management products and services to the oil and gas industry.

As at LPD, SOL Groups is principally involved in 2 main segments:

(i) Drilling fluids

SOL Group provide related drilling fluids engineering services including the construction and operation of, milling or grinding facilities, liquid mud, brine, blending plants. SOL Group's drilling fluids engineers are stationed on a full-time basis at customer' rigs to formulate, develop, and analyse the drilling fluids systems in used and determine the required treatments to optimise efficiencies in drilling activities. The customers of SOL Group for the provision of drilling fluids products and services include many major international oil companies and national oil companies.

In geotechnical engineering, drilling fluid is used to aid the drilling of boreholes into the earth. Drilling fluids are commonly used for drilling oil and natural gas wells, and on exploration drilling rigs, drilling fluids are also used for much simpler boreholes such as water wells.

Drilling fluid is circulated through the drill strings by means of the rig mud pumps and is later returned to the surface via the annulus between the drill strings and well bore/casings where it then undergoes a waste management process to salvage reusable fluids.

(iii) Drilling waste management

SOL Group also offers a complete engineered package for the entire drilling waste management process which includes trained on-site specialists to constantly monitor the whole process from installation to maintenance and management. Scomi KMC undertakes drilling waste management which involves the management of drilling waste through innovative control systems to provide solutions based on a series of sequential procedures designed to prevent environmental pollution such as solids control, containment and handling, treatment and disposal and recycling of waste arising from the oil and gas drilling activities. The effective solids control can be attributed to the overall performance of all the performance of all the components of the mud systems. The conditioning of the drilling fluid to lower the maintenance cost, avoid excessive chemical treatment and maintain mud systems volume will decrease the chance of equipment failure, unnecessary high mud costs, hole and drilling problems.

Drilling waste management reduces the amount of waste generated which in turn reduces the volume of waste that needs to be shipped, treated and disposed.

The drilling fluids operations are primarily based in Malaysia, Myanmar, Thailand, Vietnam, Indonesia, India and Pakistan, whilst the drilling waste management operations are primarily based in Malaysia, Singapore, Indonesia, Thailand, Vietnam, Myanmar, Pakistan, Gulf countries, West Africa and Russia.

APPENDIX IV – FURTHER INFORMATION OF SOL (Cont'd)

2. SUBSIDIARIES AND ASSOCIATED COMPANIES

Details of the subsidiaries of SOL as at LPD are as follows:

Name of subsidiary	Date and place of incorporation	Principal activity	% ownership
SOSB	27 February 1982, Malaysia	Sale of wide range of specialised chemicals, provision of rental equipment and support services to the oil and gas industry	100.0
SOCL	29 December 1977, Cayman Islands	Provision of oilfield equipment, supplies and services	100.0
SOAL	6 March 2019, Congo & Nigeria Cayman Islands	Investment holding and provision of oilfield equipment, supplies and services	100.0
SOT	27 October 1982, Thailand	Provision of oilfield equipment, supplies and services	100.0
KMCOB	7 September 2006, Malaysia	Undertake the issuance of private debt securities in such classes, series, form or denomination and to secure the redemption thereof and the utilisation of proceeds from such issuance and to undertake any refinancing exercise in respect of such private debt securities	100.0
SOOL	11 February 1992, Oman	Supply of goods and specialised services principally to the oil and gas industry	51.0
SOPL	6 August 1982, Australia	Deregistered. Previously involved in the provision of oilfield equipment, supplies and services	100.0
SOPPL	29 July 1991, Pakistan	Provision of oilfield equipment, supplies and services	100.0
SOSPL	21 October 2004, Singapore	Investment holding	100.0
<i>Significant subsidiary of SOAL</i>			
Name of subsidiary	Date and place of incorporation	Principal activity	% ownership
Wasco	6 May 1985, Nigeria	Provision of oilfield equipment, supplies and services	100.0

APPENDIX IV – FURTHER INFORMATION OF SOL

Significant subsidiaries of SOSPL

Name of subsidiary	Date and place of incorporation	Principal activity	% ownership
KMC Oiltools	6 July 2005, India	Provision of oilfield equipment, supplies and services	100.0
PTSO	23 December 2004, Indonesia	Provision of oilfield equipment, supplies and services	100.0
SORL	11 March 2008, Russia	Provision of oilfield equipment, supplies and services	100.0

Details of the joint ventures held by SOL as at LPD are as follows:

Name of entity	Date and place of incorporation	Principal activity	% ownership
Vibratherm	16 August 2011, England and Wales	Dormant	50.0
<i>Held by SOSB</i>			
SPSB	21 April 2014, Malaysia	Dormant	50.0
GOP Johor	28 July 2015, Malaysia	Provide oilfield supplies to the Group	25.0
SOG Kuwait	03 February 2019, Kuwait	Provision of oilfield equipment, supplies and services	25.0

SOL does not have any associated company as at LPD.

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APPENDIX IV – FURTHER INFORMATION OF SOL (Cont'd)

3. FINANCIAL INFORMATION

3.1 SOL Group

SOL is not required to issue audited financial statements under the laws of Islands of Bermuda. However, their financial information is audited under SESB Group as a whole. The key consolidated financial information of SOL Group for 15M-FPE 30 June 2019 and FYE 30 June 2019 as well as 9M-FPE 31 March 2021 and 2022 are summarised as follows:

	Audited			Unaudited		
	(¹)15M FPE 30 June 2019	FYE 30 June 2020	FYE 30 June 2021	9M-FPE 31 March 2022	9M-FPE 31 March 2021	
	USD'000	USD'000	USD'000	USD'000	USD'000	USD'000
Revenue	111,412	76,708	56,687	41,801	41,164	
Gross profit	22,171	13,455	7,971	10,044	7,013	
PBT/(LBT)	(7,243)	(54,229)	(13,019)	2,378	(6,396)	
LAT	(11,882)	(56,505)	(14,251)	730	(7,230)	
LAT attributable to owners of the company	(12,099)	(57,035)	(14,820)	252	(7,616)	
No. of ordinary shares in issue ('000)	14,255	14,255	14,255	14,255	14,255	
Net EPS (RM)	(0.8)	(4.0)	(1.0)	#	(0.5)	
Issued share capital	25,245	25,245	25,245	25,245	25,245	
NA/(NL) attributable to owners of the Company	30,069	(24,367)	(38,608)	(51,722)	(32,754)	
NA/(NL) per share (RM)	2.1	(1.7)	(2.7)	(3.6)	(2.3)	
Current ratio (times)	0.9	0.5	0.5	0.5	0.5	
Borrowings	39,488	29,119	31,748	26,292	20,875	
Gearing ratio (times)	1.3	(1.2)	(0.9)	(0.5)	(0.6)	
Gross margin (%)	19.9	17.5	14.1	24.0	17.0	
Net margin (%)	(10.9)	(74.4)	(26.1)	0.6	(18.5)	

Note:

- (1) Effective 30 June 2019, SOL changed its financial year end from 31 March to 30 June. The change was made pursuant to a similar change by its holding company, SESB.

APPENDIX IV – FURTHER INFORMATION OF SOL (Cont'd)

Negligible

Financial Commentary:**FYE 2020 as compared to 15M FPE 2019**

During FYE 2020, revenue decreased to USD76.7 million as compared to the previous period of USD111.4 million. The outbreak of the COVID-19 pandemic during the third and fourth quarters of FYE 2020 and the resulting movement control measures have led to several disruptions worldwide. The oil market witnessed a collapse in demand with inventories approaching breaking point. Consequently, global oil & gas companies reduced their drilling and exploration activities. Rig count dropped by more than 50% from February 2020 to June 2020 while the average price of Brent crude oil dropped from USD67.3 per barrel in December 2019 to USD18.4 per barrel in April 2020, before gradually stabilising at circa. USD40 per barrel in June 2020.

Consequently, SOL Group recorded decrease in gross profit to USD13.5 million as compared to the previous period of USD22.2 million and higher LAT of USD56.5 million as compared to the previous period of USD11.9 million. Loss for the year was also impacted by certain one-off items including an impairment of intangible assets amounting to USD35.5 million arising from review of pre-tax cash flow projections covering a five-year period using value-in-use calculations.

FYE 2021 as compared to FYE 2020

During FYE 2021, revenue continue to decrease to USD56.7 million as compared to the previous year of USD76.7 million. For the year under review, the average price of Brent crude oil saw a steady growth from USD43 per barrel at the start of the financial year rising to USD73.2 per barrel in June 2021. Similarly, average rig count rose from 1,030 in July 2020 to 1,325 in June 2021. Despite the improving prospects, SOL Group's performance was constrained by COVID-19 disruptions to its businesses and lack of capital and funding.

Despite a decrease in gross profit due to lower revenue generated, SOL Group incurred lower LAT of USD14.3 million as compared to the previous financial year of USD56.5 million mainly due to an one-off impairment recorded in FYE 2020.

9M-FPE 31 March 2022 as compared to 9M-FPE 31 March 2021

During 9M-FPE 31 March 2022, SOL Group's revenue slightly increased to USD41.8 million as compared to the previous corresponding period of USD41.2 million mainly due to increased rig activities in several locations namely Nigeria, Russia, United Arab of Emirates and Saudi Arabia.

For 9M-FPE 31 March 2022, SOL Group posted a PAT of USD0.7 million, marking an improvement over the LAT of USD7.2 million reported in the corresponding period of the preceding year primarily due to higher gross profit margin and foreign exchange gain in the current period. In the preceding period, SOL Group incurred higher other expenses mainly in respect of impairment of inventory and receivables.

APPENDIX IV – FURTHER INFORMATION OF SOL (Cont'd)

3.2 GOP Johor

The historical financial information of GOP Johor for FYE 31 March 2019 to 2021 are summarised as follows:

	Audited			
	FYE 31		FYE 31	
	March 2019	March 2020	March 2021	March 2021
	RM'000	RM'000	RM'000	RM'000
Revenue	5,818	6,477	4,025	4,025
Gross profit	2,022	1,858	919	919
PBT/(LBT)	1,385	956	(185)	(185)
PAT/(LAT)	1,385	956	(185)	(185)
LAT attributable to owners of the company	1,385	956	(185)	(185)
No. of ordinary shares in issue ('000)	400	400	500	500
Net EPS (RM)	3.5	2.3	(0.4)	(0.4)
Issued share capital	400	400	500	500
NA/(NL) attributable to owners of the Company	4,009	4,008	3,824	3,824
NA/(NL) per share (RM)	10.0	10.0	7.7	7.7
Current ratio (times)	2.5	3.1	3.0	3.0
Borrowings	25	25	25	25
Gearing ratio (times)	0.6	0.6	0.7	0.7
Gross margin (%)	35.0	28.7	22.8	22.8
Net margin (%)	24.0	14.2	(4.6)	(4.6)

Financial Commentary:

FYE 31 March 2020 as compared to FYE 31 March 2019

During FYE 31 March 2020, revenue increased to RM6.5 million as compared to the preceding year of RM5.8 million. The increase in revenue recorded was due to higher demand by oil and gas clients taking into consideration of the stabilisation of oil prices. However, GOP Johor has recorded a slight decrease in gross profit to RM1.9 million in FYE 31 March 2020 as compared to the previous year of RM2.0 million and lower PAT of RM1.0 million as compared to the preceding year of RM1.4 million. The weaker performance for FYE 31 March 2020 was impacted by higher freight charges and operating expenses.

APPENDIX IV – FURTHER INFORMATION OF SOL (Cont'd)

FYE 31 March 2021 as compared to FYE 31 March 2020

During FYE 31 March 2021, revenue decreased to RM4.0 million as compared to the preceding year of RM6.5 million. The decrease in revenue recorded was due to impact of COVID-19 pandemic on the oil and gas industry. Consequently, GOP Johor has recorded a decrease in gross profit to RM0.9 million in FYE 31 March 2021 as compared to the previous year of RM1.8 million and a LAT of RM0.2 million as compared to the preceding year PAT of RM1.0 million. The weaker performance for the FYE 31 March 2021 was mainly caused by lower revenue as a consequence of lower activity in the oil and gas industry during the height of the COVID-19 pandemic.

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APPENDIX IV – FURTHER INFORMATION OF SOL (Cont'd)

3.3 SOG Kuwait

The historical financial information of SOG Kuwait since its incorporation to FYE 31 December 2021 are summarised as follows:

	Audited	
	Since its incorporation (3 February 2019) to FYE 31 December 2020	FYE 31 December 2021
	USD'000	USD'000
Revenue	5,583	16,213
Gross profit	(681)	2,446
Loss before tax	(1,625)	1,473
LAT	(1,625)	1,473
LAT attributable to owners of the company	(1,625)	1,473
No. of ordinary shares in issue ('000)	100	100
Net EPS (RM)	(16.3)	14.7
Issued share capital	3,300	3,300
NA/(NL) attributable to owners of the Company	2,979	2,622
NA/(NL) per share (RM)	0.9	0.8
Current ratio (times)	1.9	1.2
Borrowings	-	-
Gearing ratio (times)	N/A	N/A
Gross margin	(12.2)	15.1
Net margin	(29.1)	9.1

Notes:

N/A Not Applicable

APPENDIX IV – FURTHER INFORMATION OF SOL (Cont'd)

Financial Commentary:

During FYE 31 December 2021, revenue increased to USD16.2 million as compared to the preceding year result of USD5.6 million due to more drilling rigs projects being awarded in FYE 31 December 2021. As a result, SOG Kuwait recorded a gross profit of USD2.4 million for FYE 31 December 2021. The lower revenue recorded in FYE 2020 was due to the outbreak of the COVID-19 pandemic during the third and fourth quarters of FYE 2020 and the resulting movement control measures have led to several disruptions worldwide. Kuwait is no exception to this scenario. Losses for FYE 2019 and FYE 2020 was also due to higher initial start-up cost and operational overheads as SOG Kuwait commenced its operations from January 2020.

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APPENDIX IV – FURTHER INFORMATION OF SOL (Cont'd)

The subsisting and completed notable projects of SOL for the past 2 FYE 30 June 2020 and 2021 up to and including LPD, are as follows:

Description of customer	Brief description of work	Duration	Expected completion date	Total Contract Value USD'000
Subsisting contracts under				
PTSO				
A company based in Indonesia, which is principally involved in exploration and production of crude oil from onshore and offshore fields	Drilling Waste Management – Provision of drilling fluid equipment and services	36 months	December 2022	14,500
SOOL				
A company based in Oman, which is principally involved in integrated energy services, majorly in crude oil and natural gas	Drilling Waste Management – Provision of centrifuge rental services	80 months	June 2022	34,000
SORL				
A company based in Russia, which principally operates in the drilling oil and gas wells industry	Drilling Waste Management – Provision of solids control and engineering services	7 months	July 2022	11,310
A company based in Russia, which principally operates in the drilling oil and gas wells industry	Drilling Waste Management – Provision of solids control and engineering services	12 months	December 2023	15,360
A company based in Russia, which principally operates in the drilling oil and gas wells industry	Drilling Waste Management – Provision of solids control and engineering services	36 months	March 2023	4,460
A company based in Russia, which principally operates in the drilling oil and gas wells industry	Drilling Waste Management – Provision of solids control and engineering services	54 months	December 2022	4,410

SOCL (Saudi & UAE)

APPENDIX IV – FURTHER INFORMATION OF SOL (Cont'd)

<p>An integrated energy and chemicals conglomerate based in Saudi Arabia</p>	<p>Drilling Waste Management – Provision of mud engineering services</p>	<p>74 months</p>	<p>October 2025</p>	<p>35,000</p>
<p>A company based in United Arab Emirates, which principally involved in the exploration, production, storage, refining, and trading, as well as the development of a wide range of petrochemical products.</p>	<p>Drilling Waste Management – Provision of solid control environment and mud coolers services</p>	<p>24 months</p>	<p>February 2023</p>	<p>17,660</p>
<p>Completed</p>				
<p>PTSO A company based in Indonesia, which is principally involved in exploration and production of crude oil from onshore and offshore fields</p>	<p>Drilling Waste Management - Provision of solid control and environment handling services</p>	<p>12 months</p>	<p>Completed on December 2019</p>	<p>7,700</p>
<p>A Malaysian company based in Indonesia, which is principally involved in the provision of onshore and offshore oil and gas related services</p>	<p>Drilling Fluids and Drilling Waste Management – Provision of drilling fluids, solids control and engineering services</p>	<p>36 months</p>	<p>Completed on February 2019</p>	<p>4,700</p>
<p>A company based in Indonesia, which is principally involved in exploration and production of crude oil from onshore and offshore fields</p>	<p>Drilling Waste Management – Provision of drilling waste management services</p>	<p>24 months</p>	<p>Completed on December 2019</p>	<p>2,200</p>
<p>SOT A company based in Myanmar, which is principally involved in exploration, drilling and production of oil and gas.</p>	<p>Drilling Fluids and Drilling Waste Management – Provision of drilling fluids and completion fluids services, solid control and waste management products, equipment and engineering services</p>	<p>22 months</p>	<p>Completed on December 2020</p>	<p>4,310</p>

APPENDIX IV – FURTHER INFORMATION OF SOL (Cont'd)

<p>SORL A company based in Russia, which is principally operates in the drilling oil and gas wells industry</p>	<p>Drilling Waste Management – Provision of solids control and engineering services</p>	<p>24 months</p>	<p>Completed on March 2020</p>	<p>2,940</p>
<p>A company based in Russia, which is principally operates in the drilling oil and gas wells industry</p>	<p>Drilling Waste Management – Provision of solids control and engineering services</p>	<p>48 months</p>	<p>Completed on December 2021</p>	<p>14,700</p>
<p>SOCL An integrated energy and chemicals conglomerate based in Saudi Arabia</p>	<p>Drilling Waste Management – Provision of mud engineering services</p>	<p>48 months</p>	<p>Completed on October 2021</p>	<p>25,500</p>
<p>An integrated energy and chemicals conglomerate based in Saudi Arabia</p>	<p>Drilling Waste Management – Provision of solids control and mud treatment services</p>	<p>36 months</p>	<p>Completed on May 2021</p>	<p>3,000</p>
<p>An onshore oil and gas company based in United Arab Emirates, which is principally involved in exploration and production of oil and gas.</p>	<p>Drilling Waste Management – Provision of solid control environment and mud coolers services</p>	<p>24 months</p>	<p>Completed</p>	<p>23,750</p>
<p>KMC Oiltools A company based in India, which principally is involved in exploration, development and production of oil and gas as well as and related oil-field services</p>	<p>Drilling Fluids - Provision of mud engineering services with mud chemicals</p>	<p>54 months</p>	<p>Completed on October 2021</p>	<p>10,000</p>
<p>A company in India, which is principally involved in in provision of drilling, oil and gas field development and production, liquefied petroleum gas production and pipeline transportation</p>	<p>Drilling Fluids - Provision of mud engineering services</p>	<p>24 months</p>	<p>Completed on November 2020</p>	<p>3,800</p>

4. MATERIAL LITIGATION

As at LPD, SOL Group is not engaged in any material litigation, claims or arbitration, either as plaintiff or defendant and SOL Group does not have any knowledge of any proceedings pending or threatened against SOL Group or of any facts likely to give rise to any proceedings which may materially affect the financial position or business of SOL Group, save for the following:

(i) PT Scomi Oiltools (Indonesia) v Directorate General of Taxation
Supreme Court (Case number is pending)

In 2015, the Directorate General of Taxation had sued PTSO for underpayment of income tax amounting to USD 747,452. The dispute is related to adjustment of loss of inventory to the TEPI project and deductibility of several expenses. PTSO the proceeds to appeal against the tax office's claim but the appeal was rejected by the judges.

A case review on the underpayment of company income tax has been filed on 6 January 2022 through the Court of Tax. Since PTSO has yet to settle the tax assessment during the tax audit, the tax office has the discretion to impose 100% penalty for underpayment of tax.

PTSO had proposed to the tax office to settle the underpayment of USD 747,452 in instalment but has yet to obtain any reply from the tax office. Currently, the penalty has yet to be imposed and PTSO is waiting for the tax office to issue the tax collection letter.

5. MATERIAL CONTRACTS

As at LPD, SOL Group has not entered into any material contracts (not being contracts entered into in the ordinary course of business) within the period of 2 years immediately preceding the date of this Circular.

6. MATERIAL COMMITMENTS

As at LPD, material commitments incurred or known to be incurred by SOL Group that is likely to have an impact on SOL Group's profits or NA upon becoming enforceable are as follows:

Capital commitments	RM'000
Approved and contracted for	
Machinery and equipment, mainly for drilling fluids and waste management	2,330
Approved but not contracted for	
Machinery and equipment, mainly for drilling fluids and waste management	2,643

7. CONTINGENT LIABILITIES

As at LPD, there are no contingent liabilities incurred or known to be incurred by SOL Group that is likely to have an impact on SOL Group's profits or NA upon becoming enforceable.

APPENDIX V – FURTHER INFORMATION OF IDENTIFIED COMPANIES (Cont'd)

Further details of the Identified Companies are as follows:

Name of subsidiary	Date and place of incorporation	Principal activity	% ownership	(1)NA as at		(1)PAT for FYE 30 June 2021
				30 June 2021	RM'000	
Scomi EI	1 August 2012, US	Dormant	100.0	(40,900)	(3,300)	
KMCOB	7 September 2006, Malaysia	Undertake the issuance of private debt securities in such classes, series, form or denomination and to secure the redemption thereof and the utilisation of proceeds from such issuance and to undertake any refinancing exercise in respect of such private debt securities	100.0	(188,300)	(13,500)	
KOB	17 January 1992, The Netherlands	Deregistered. Previously involved in intellectual property holder and coordinator	100.0	5,400	-	
SOALCS	7 March 2019, Republic of Congo	Dormant	100.0	15,100	(16,800)	
SOPL	6 August 1982, Australia	Deregistered. Previously involved in the provision of oilfield equipment, supplies and services	100.0	3,700	(4,500)	
SOPPL	29 July 1991, Pakistan	Provision of oilfield equipment, supplies and services	100.0	(7,500)	(2,000)	
SOSB	27 February 1982, Malaysia	Sale of wide range of specialised chemicals, provision of rental equipment and support services to the oil and gas industry	100.0	159,600	(16,300)	

APPENDIX V – FURTHER INFORMATION OF IDENTIFIED COMPANIES (Cont'd)

Joint venture arrangement of SOL

Vibratherm
16 August 2011,
England and Wales

Dormant

50.0

-

SPSB

21 April 2014,
Malaysia

Dormant

50.0

-

Note:

- (1) Based on the latest available audited financial statements and/or management accounts whichever available, as used for consolidation of our Group's annual audited financial statements.

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APPENDIX VI

VALUTATION REPORT FOR THE DATARAN PRIMA PROPERTY

+ +
VALUATION OF
A FIVE (5)-STOREY CORNER STRATIFIED SHOPOFFICE
SITUATED WITHIN DATARAN PRIMA
ERECTED ON PART OF PARENT LOT NO. 42410
PEKAN CEMPAKA, DISTRICT OF PETALING, SELANGOR
(Unit Nos. C-1-G, C-1-1, C-1-2, C-1-3, C-1-4,
Dataran Prima, Jalan PJU 1/41, 47301 Petaling Jaya, Selangor)

+ [OUR REF : WTW/01/V/002318/21/CSN] +

CBRE | WTW

C H Williams Talhar & Wong Sdn Bhd (18149-U)
Juruukur Berkanun Perunding Harta Antarabangsa
Chartered Surveyors International Property Consultants

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LIST OF APPENDICES

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Report and Valuation

Our Ref: WTW/01/V/002318/21/CSN

21 October 2021

PRIVATE & CONFIDENTIAL

Scomi Oiltools Sdn Bhd
c/o Deloitte Corporate Solutions Sdn Bhd
Level 16, Menara LGB, 1 Jalan Wan Kadir
Taman Tun Dr. Ismail
60000 Kuala Lumpur

Attention: Mr. Lim Keng Peo - The Receiver & Manager

Dear Sir,

**VALUATION OF
A FIVE (5)-STOREY CORNER STRATIFIED SHOPOFFICE
SITUATED WITHIN DATARAN PRIMA
ERECTED ON PART OF PARENT LOT NO. 42410
PEKAN CEMPAKA, DISTRICT OF PETALING, SELANGOR
(Unit Nos. C-1-G, C-1-1, C-1-2, C-1-3, C-1-4, Dataran Prima,
Dataran Prima, Jalan PJU 1/41, 47301 Petaling Jaya, Selangor)**

We thank you for your instructions to assess the market value of the above captioned property for disposal purposes.

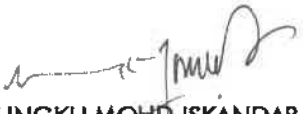
Having inspected the property and investigated available data related and relevant to the matter, we are pleased to report that in our opinion, the total market value of the subject property free from all encumbrances is **RM3,500,000/- (Ringgit Malaysia: Three Million And Five Hundred Thousand Only)**.

The valuation has been prepared in accordance with the requirements as set out in the Malaysian Valuation Standards issued by the Board of Valuers, Appraisers, Estate Agents and Property Managers Malaysia.

Our full Report and Valuation is contained herein.

This valuation is subject to the Limiting Conditions, a copy of which is attached at the end of this report.

Yours faithfully
for and on behalf of
C H Williams Talhar & Wong Sdn Bhd


Sr UNGKU MOHD ISKANDAR UNGKU ISMAIL
BSc. (Hons) Property Management,
MRICS, MRISM, MPEPS, MMIPFM
Registered Valuer (V-855)

C H Williams Talhar & Wong Sdn Bhd (18149-U)

1.0 SUMMARY OF SALIENT FACTS AND OPINION

The property : A five (5)-storey corner stratified shopoffice

Address : Unit Nos. C-1-G, C-1-1, C-1-2, C-1-3, C-1-4, Dataran Prima, Jalan PJU 1/41, 47301 Petaling Jaya, Selangor

Unit No./Strata Title No./Parcel No./Storey No./Building No./Share Unit of Parcel	Unit No.	Strata Title No.	Parcel No.	Storey No.	Building No.	Share Unit of Parcel
	C-1-G	Geran 46494/M1/1/42	42	1	M1	80
	C-1-1	Geran 46494/M1-A/2/70	70	2	M1-A	73
	C-1-2	Geran 46494/M1-A/3/98	98	3	M1-A	74
	C-1-3	Geran 46494/M1-A/4/126	126	4	M1-A	73
	C-1-4	Geran 46494/M1-A/5/154	154	5	M1-A	72

Parent Lot No. : Lot No. 42410, Pekan Cempaka, District of Petaling, Selangor

Tenure : Term in perpetuity (Freehold)

Floor Area as stated in the Certified Plan	Unit No.	Certified Plan No.	Strata Floor Area (square metres)
	C-1-G	PA(B) 63694-07	160
	C-1-1	PA(B) 63694-09	181
	C-1-2	PA(B) 63694-10	183
	C-1-3	PA(B) 63694-11	182
	C-1-4	PA(B) 63694-12	180

Total Share Units of All Undivided Buildings on The Land : 23,612

Registered Owner as per Strata Titles : SCOMI OIL TOOL SDN BHD

Encumbrances : Nil

C H Williams Talhar & Wong Sdn Bhd (18149-U)

1.0 SUMMARY OF SALIENT FACTS AND OPINION (Cont'd)

Total Market Value / Total Forced Sale Value	:	Unit Nos.	Market Value	Market Value
		C-1-G	RM1,200,000/-	RM960,000/-
		C-1-1	RM600,000/-	RM480,000/-
		C-1-2	RM570,000/-	RM456,000/-
		C-1-3	RM570,000/-	RM456,000/-
		C-1-4	RM560,000/-	RM448,000/-
		Total	RM3,500,000/-	RM2,800,000/-

Date of Valuation : 29 September 2021

THE VALUES STATED ABOVE ARE TO BE READ IN THE CONTEXT OF THE WHOLE REPORT

C H Williams Talhar & Wong Sdn Bhd (18149-U)

VALUATION OF
A FIVE (5)-STOREY CORNER STRATIFIED SHOPOFFICE
SITUATED WITHIN DATARAN PRIMA
ERECTED ON PART OF PARENT LOT NO. 42410
PEKAN CEMPAKA, DISTRICT OF PETALING, SELANGOR
(Unit Nos. C-1-G, C-1-1, C-1-2, C-1-3, C-1-4, Dataran Prima,
Dataran Prima, Jalan PJU 1/41, 47301 Petaling Jaya, Selangor)

2.0 TERMS OF REFERENCE

To assess the market value of the above mentioned property for disposal purposes.

3.0 DEFINITIONS

Market Value

"Market Value" is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

4.0 DATE OF INSPECTION

The subject property was inspected by Mr. Darren Mu Zhen E from C H Williams Talhar & Wong Sdn Bhd on 29 September 2021.

5.0 DATE OF VALUATION

The date of inspection is taken as the date of valuation.

6.0 SITUATION

The subject property is situated within Dataran Prima, along Jalan PJU 1/41, 47301 Petaling Jaya, Selangor.

It is about 20 kilometres by road to the south-west of Kuala Lumpur City Centre (KLCC) and approximately 10 kilometres by road to the north-west of PJ New Town.

The subject property is accessible from KLCC via Jalan Tun Perak, Jalan Parlimen, Jalan Tuanku Abdul Halim, Jalan Semantan, Lebuhraya SPRINT, Lebuhraya Utama, Persiaran Tropicana, Jalan Bukit Mayang Emas and thereafter onto Jalan PJU 1/41 leading to the subject property.

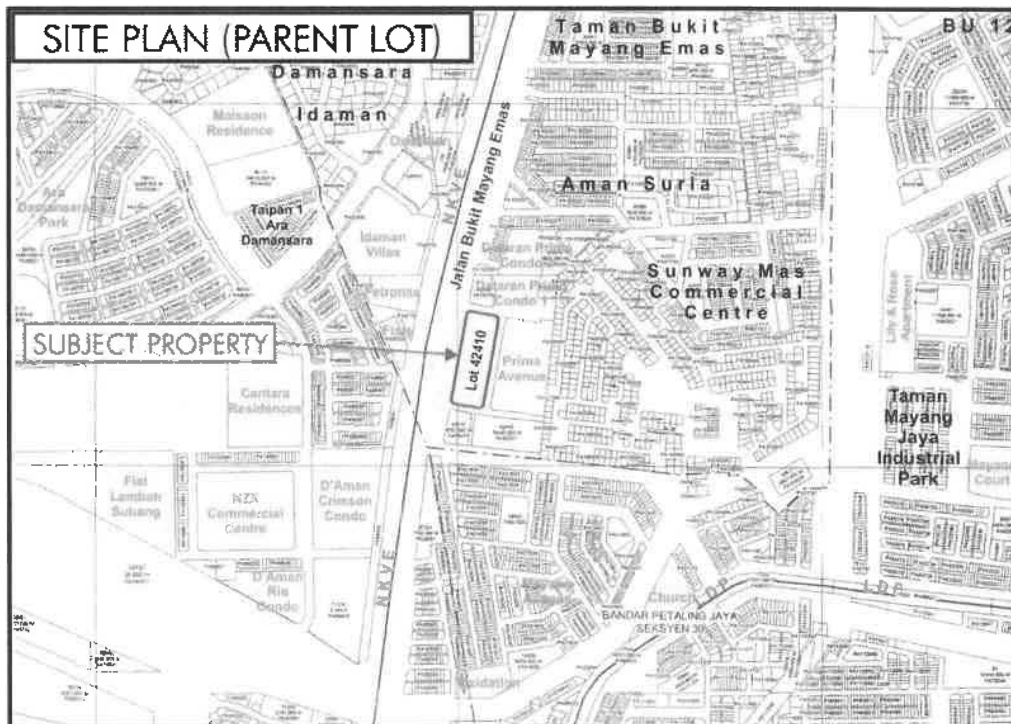
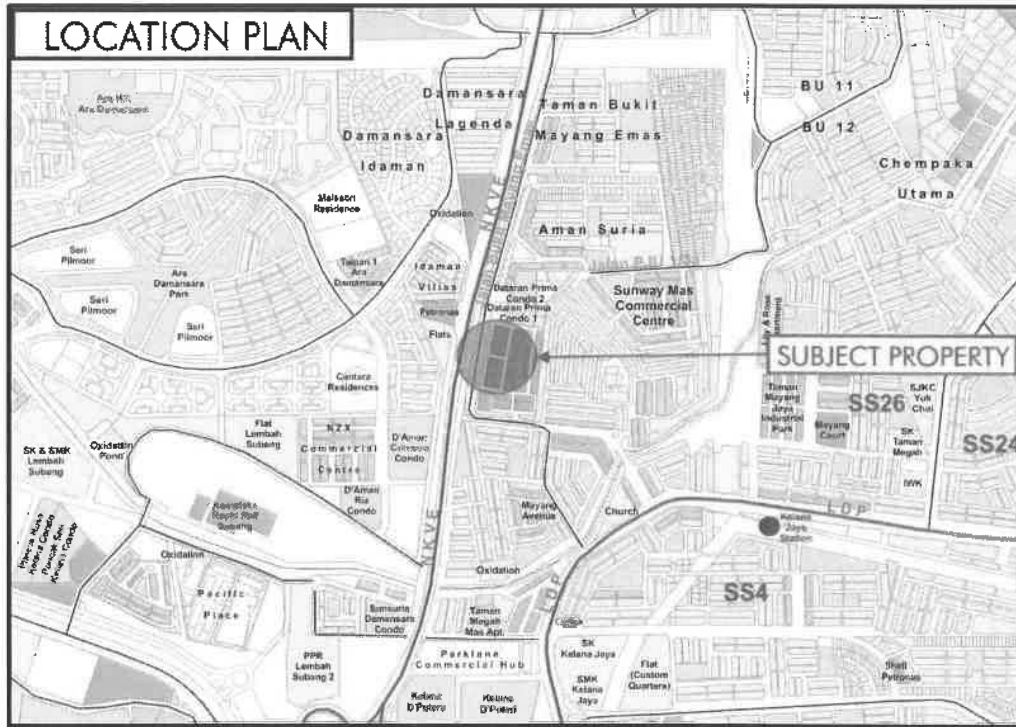
Alternatively, it is accessible from PJ New Town via Jalan Sultan, Jalan Barat, Lebuhraya Persekutuan, Lebuhraya Damansara – Puchong, Jalan Bukit Mayang Emas and thereafter onto Jalan PJU 1/41 leading to the subject property.

The subject property is located inside the circle coloured PINK on the location plan and edged RED for the site plan.



C H Williams Talhar & Wong Sdn Bhd (18149-U)

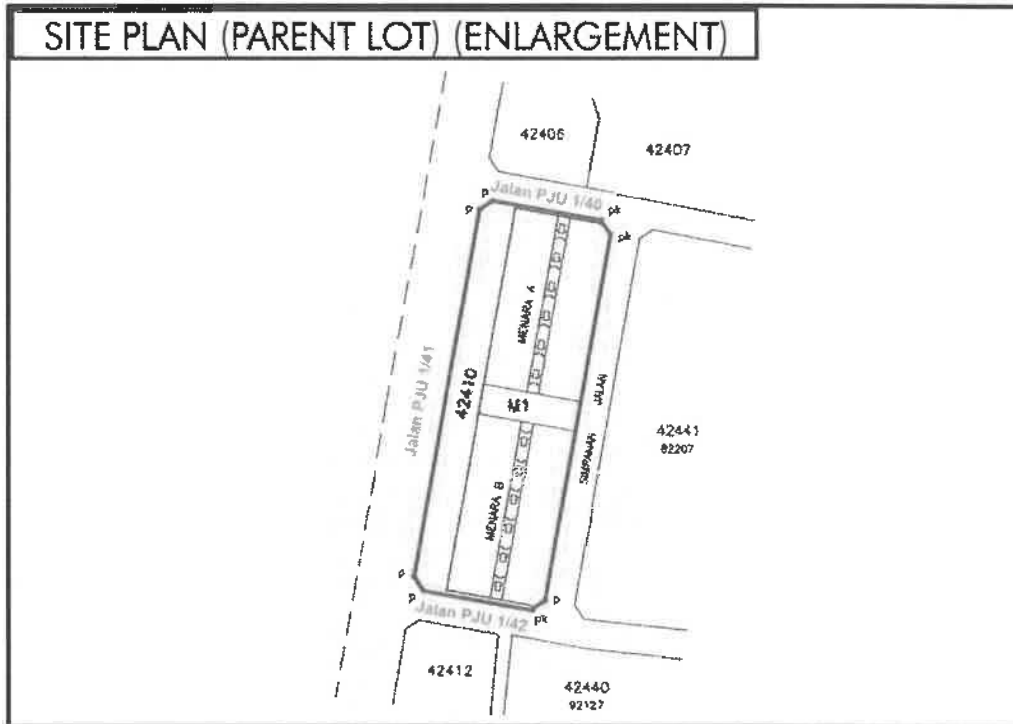
6.0 SITUATION (Cont'd)



VALUATION OF A FIVE (5)-STOREY CORNER STRATIFIED SHOPOFFICE
 SITUATED WITHIN DATARAN PRIMA
 ERECTED ON PART OF PARENT LOT NO. 42410
 PEKAN CEMPAKA, DISTRICT OF PETALING, SELANGOR
 (REF : WTW/01/V/002318/21/CSN)

C H Williams Talhar & Wong Sdn Bhd (18149-U)

6.0 SITUATION (Cont'd)



7.0 SURROUNDING

The immediate surroundings of the subject property comprises mainly commercial and residential properties such as shopoffices, single and double storey terraced houses, detached houses, condominiums and serviced apartments.

Located to the immediate west of the subject property across North Klang Valley Expressway (NKVE) is a pioneering township developed by Sime Darby Berhad known as Ara Damansara. The township consists of residential and commercial developments such as condominiums, serviced apartments, office suites, detached houses and commercial centres. Some of the established developments are Oasis Ara Damansara, Evolve Concept Mall, Citta Mall, to name a few.



Evolve Concept Mall



Citta Mall

VALUATION OF A FIVE (5)-STOREY CORNER STRATIFIED SHOPOFFICE
SITUATED WITHIN DATARAN PRIMA
ERECTED ON PART OF PARENT LOT NO. 42410
PEKAN CEMPAKA, DISTRICT OF PETALING, SELANGOR
(REF : WTW/O11/V/002318/21/CSM)

7.0 SURROUNDING (Cont'd)

Purpose-built office buildings namely Bangunan 3M, Menara Lien Hoe, Persoft Tower and Damansara Fairway 3 are located to the north-west of the subject property along Persiaran Tropicana.

Tropicana Golf & Country Resort is a comprehensive mixed resort residential development comprising a 27-hole golf course, a clubhouse and various type of residential developments such as condominiums, apartments, townhouses, double storey terraced houses, double storey semi-detached houses, individual designed detached houses as well as vacant bungalow lots is located to the further north-west of the subject property.

Located to the north-east of the Tropicana Golf & Country Resort is Tropicana Indah Resort Homes. It is developed with 18-hole Seri Selangor Golf Course, three storey semi-detached houses, double storey terraced houses, detached houses and vacant bungalow lots.

Located to the further north-west of the subject property is Subang Skypark Terminal (formerly known as Sultan Abdul Aziz Shah Airport).

Further to the north-east of the subject property is Bandar Utama township. It comprises double storey terraced houses, two and a half storey terraced houses, apartments/condominiums, institutional, commercial buildings and hotels. Prominent developments include 1 Utama Shopping Centre which is surrounded by One World Hotel, Plaza IBM, Sri Pentas TV3, KPMG Tower and 1 First Avenue.

Kota Damansara township is located to the further to the north-west of the subject property. It is a self-contained township developed with various type of residential developments such as terraced houses, semi-detached houses, detached houses, apartments/condominiums, semi-detached factories, industrial premises and commercial buildings. Noticeable commercial developments within Kota Damansara include Dataran Sunway, Sunway Giza, Sunway Nexis, The Strand, Garden Office Encorp Strand and Cascades Kota Damansara.



IKEA Home Furnishing



e@Curve

7.0 SURROUNDING (Cont'd)

Mutiara Damansara, an integrated township development is situated to the east of Kota Damansara. Notable commercial developments within Mutiara Damansara include IKEA Damansara, The Curve, IPC Shopping Centre (formerly known as Ikano Power Centre), Lotus’s Mutiara Damansara, Surian Tower, The Royale Bintang Hotel, The Royal Chulan Damansara and Surian Tower.

Kelana Jaya is located to the further south of the subject property. It is an established township development comprises apartments, condominiums, hotels, office developments, retail complexes, shop/offices, private institutions and government premises.

Paradigm Integrated Commercial Development is located to the further south of the subject property along Lebuhraya Damansara-Puchong (LDP). The development within Paradigm Integrated Commercial Development includes Paradigm Mall, The Ascent Paradigm and The Azure Serviced Residences.



Paradigm Mall

Located to the further south-east are several commercial developments namely Giant Kelana Jaya, The Grand SOFO, Kelana Mall and HighPark Suites.

8.0 PARTICULARS OF TITLE

Brief particulars of the strata titles of the subject property as extracted from records at the Selangor Registry of Land Titles on 17 September 2021 are as follows:-

Strata Title No.	Parcel No.	Storey No.	Building No.	Share Units of the Parcel
Geran 46494/M1/1/42	42	1	M1	80
Geran 46494/M1-A/2/70	70	2	M1-A	73
Geran 46494/M1-A/3/98	98	3	M1-A	74
Geran 46494/M1-A/4/126	126	4	M1-A	73
Geran 46494/M1-A/5/154	154	5	M1-A	72

C H Williams Talhar & Wong Sdn Bhd (18149-U)

8.0 PARTICULARS OF TITLE (Cont'd)

Parent Lot No. : Lot 42410
 Pekan : Pekan Cempaka
 District : Petaling
 State : Selangor
 Tenure : Term in perpetuity

Strata Floor Area as stated in the Certified Plans :

Strata Title No.	Strata Floor Area as stated in the Certified Plan (square metres)	Certified Plan No.
Geran 46494/M1/1/42	160	PA(B) 63694-07
Geran 46494/M1-A/2/70	181	PA(B) 63694-09
Geran 46494/M1-A/3/98	183	PA(B) 63694-10
Geran 46494/M1-A/4/126	182	PA(B) 63694-11
Geran 46494/M1-A/5/154	180	PA(B) 63694-12

Registered Owner : SCOMI OIL TOOL SDN BHD
 Express Condition : Perniagaan
 Restriction In Interest : Tiada
 Encumbrances : Nil
 Other Endorsements : Nil

The above searches at the relevant Registry Office are conducted to establish particulars of title relevant to this valuation only. We cannot accept any responsibility for their accuracy and / or legal validity. We recommend that further legal advice be sought to verify the above.

Copies of our private strata title search as extracted from the Registry Office is attached as Appendix A.

9.0 DESCRIPTION

The subject property is a five (5)-storey corner stratified shopoffice identified as Unit Nos. C-1-G, C-1-1, C-1-2, C-1-3, C-1-4, Dataran Prima, Jalan PJU 1/41, 47301 Petaling Jaya, Selangor.



General view of the subject property

Subject Block

The subject building is constructed of reinforced concrete framework, plastered brickwall, reinforced concrete floor and reinforced concrete flat roof.

Vertical access between floors is by means of passenger lift and reinforced concrete staircases situated within the building.

Subject Unit

i) Unit No. C-1-G

A brief description of the subject unit is as follows:-

Doors are generally of metal roller shutters, metal, glass and timber flush.

Windows are generally of aluminium framed glass panel and fixed glass louvres.

Ceiling is generally of plastered ceiling with downlights and flat sheets.

9.0 DESCRIPTION (Cont'd)

The building accommodation and floor finishes are planned as follows:

Floor	Accommodation	Floor Finishes
Ground Floor	Corridor	Ceramic Tiles
	Office Area	Timber Strips
	Meeting Rooms	Carpeted
	Pantry	Timber Strips
	Two (2) Toilets	Ceramic Tiles

The strata floor area of the subject unit is 160 square metres as per the Certified Plan No. PA(B) 63694-07.



Ground Floor – Meeting Room



Ground Floor – Pantry

ii) Unit No. C-1-1

A brief description of the subject unit is as follows:-

Doors are generally of glass, solid timber, timber framed glass panel and timber flush.

Windows are generally of aluminium framed glass panel.

Ceiling is generally of fairfaced concrete and flat sheets.

9.0 DESCRIPTION (Cont'd)

The building accommodation and floor finishes are planned as follows:

Floor	Accommodation	Floor Finishes
First Floor	Office Area	Carpeted
	Office Rooms	Carpeted
	File Room	Carpeted
	Pantry	Timber Strips
	Two (2) Toilets	Ceramic Tiles

The strata floor area of the subject property is 181 square metres as per the Certified Plan No. PA(B) 63694-09.



First Floor – Office Area



First Floor – Office Room

iii) Unit No. C-1-2

A brief description of the subject unit is as follows:-

Doors are generally of timber framed glass panel and timber flush.

Windows are generally of aluminium framed glass panel.

Ceiling is generally of fairfaced concrete and flat sheets.

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9.0 DESCRIPTION (Cont'd)

The building accommodation and floor finishes are planned as follows:

Floor	Accommodation	Floor Finishes
Second	Office Area	Carpeted
	Office Room	(Locked)
	File Room	Carpeted
	Store Room	Carpeted
	Server Room	(Locked)
	Two (2) Toilets	Ceramic Tiles

The strata floor area of the subject property is 183 square metres as per the Certified Plan No. PA(B) 63694-10.



Second Floor – Office Area



Second Floor – File Room

iv) Unit No. C-1-3

A brief description of the subject unit is as follows:-

Doors are generally of timber framed glass panel, timber, sliding timber and timber flush.

Windows are generally of aluminium framed glass panel.

Ceiling is generally of fairfaced concrete and flat sheets.

9.0 DESCRIPTION (Cont'd)

The building accommodation and floor finishes are planned as follows:

Floor	Accommodation	Floor Finishes
Third	Office Area	Carpeted
	Office Rooms	Carpeted / (Locked)
	Store Rooms	Carpeted
	Surau	Timber Strips
	Two (2) Toilets	Ceramic Tiles

The strata floor area of the subject property is 182 square metres as per the Certified Plan No. PA(B) 63694-11.

v) Unit No. C-1-4

A brief description of the subject unit is as follows:-

Doors are generally of glass panel and timber flush.

Windows are generally of aluminium framed glass panel.

Ceiling is generally of flat sheets.

The building accommodation and floor finishes are planned as follows:

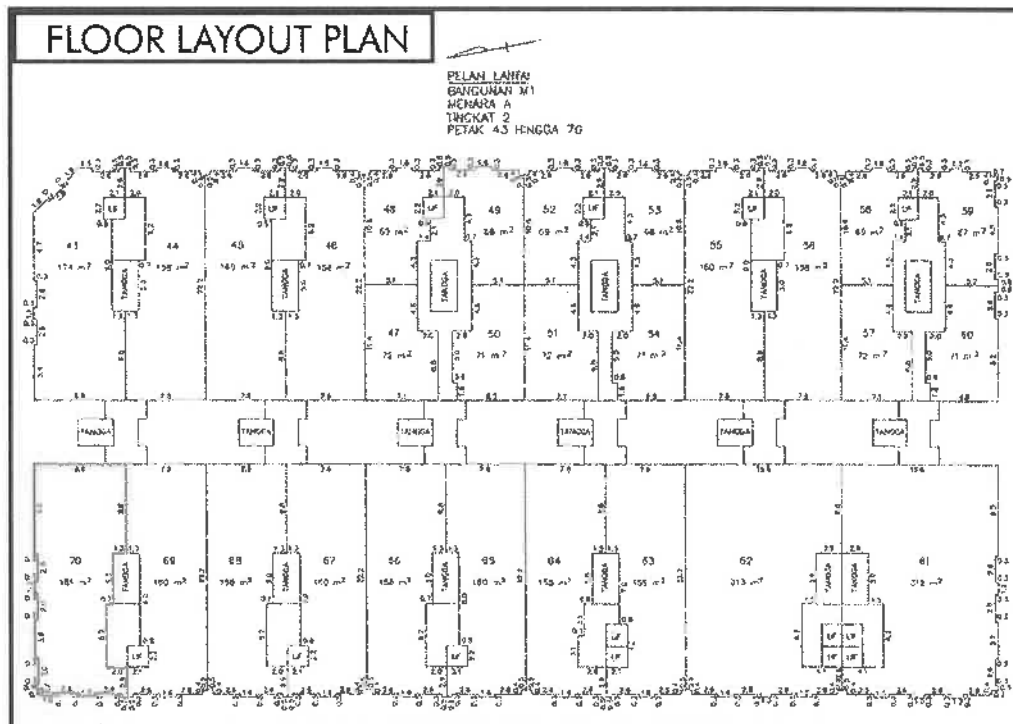
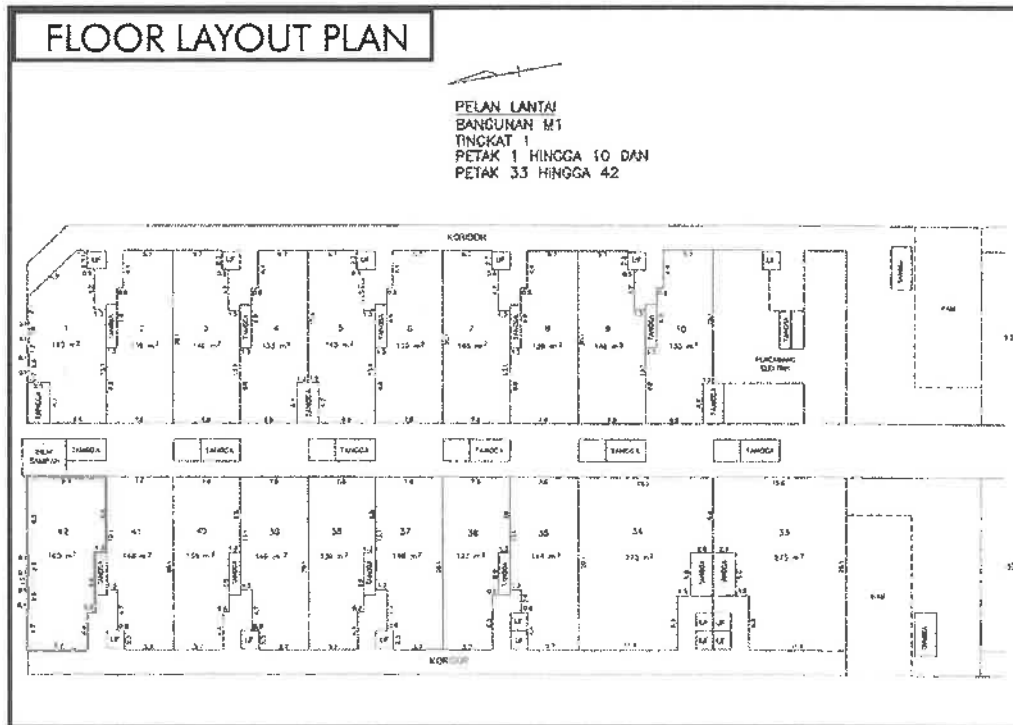
Floor	Accommodation	Floor Finishes
Forth	Office Area	Carpeted
	Office Rooms	Carpeted
	Store Rooms	Carpeted
	Surau	Timber Strips
	Two (2) Toilets	Ceramic Tiles

The strata floor area of the subject property is 180 square metres as per the Certified Plan No. PA(B) 63694-12.

C H Williams Talhar & Wong Sdn Bhd (18149-U)

9.0 DESCRIPTION (Cont'd)

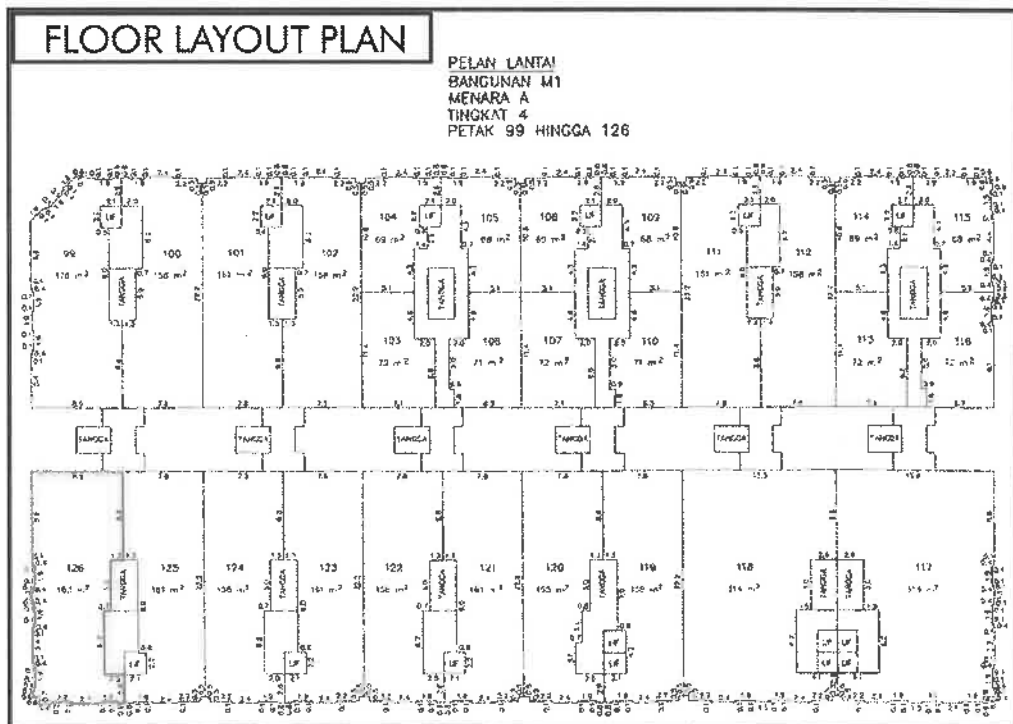
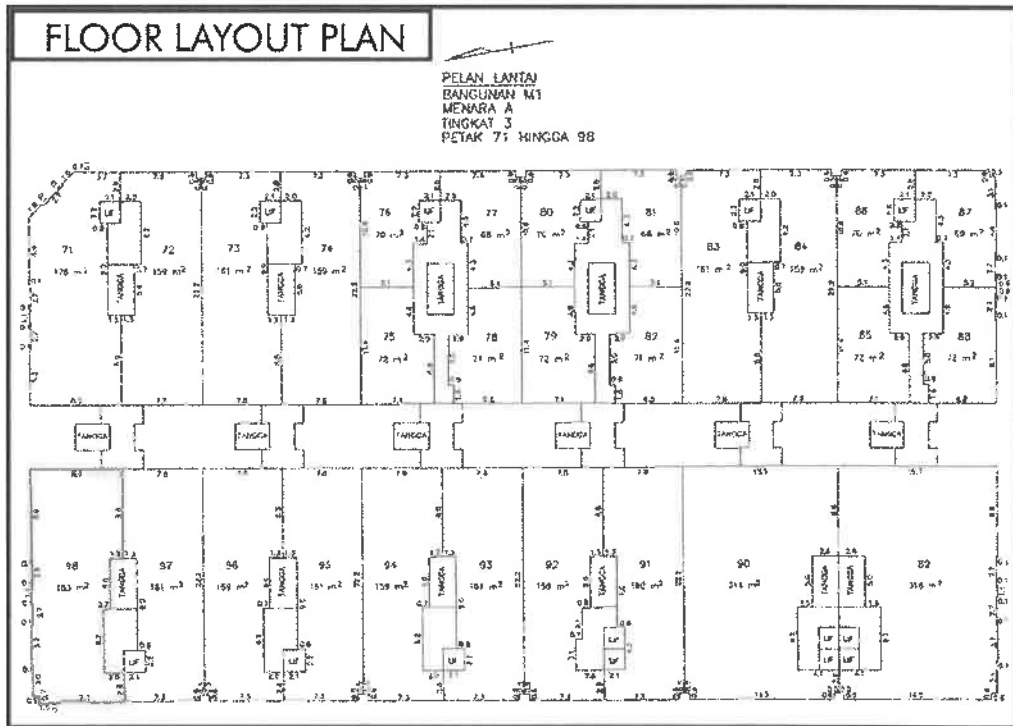
The floor layout plan of the subject property is as below:



VALUATION OF A FIVE (5)-STOREY CORNER STRATIFIED SHOPOFFICE
SITUATED WITHIN DATARAN PRIMA
ERECTED ON PART OF PARENT LOT NO. 42410
PEKAN CEMPAKA, DISTRICT OF PETALING, SELANGOR
(REF : WTW/01/W/002318/21/CSM)

C H Williams Talhar & Wong Sdn Bhd (18149-U)

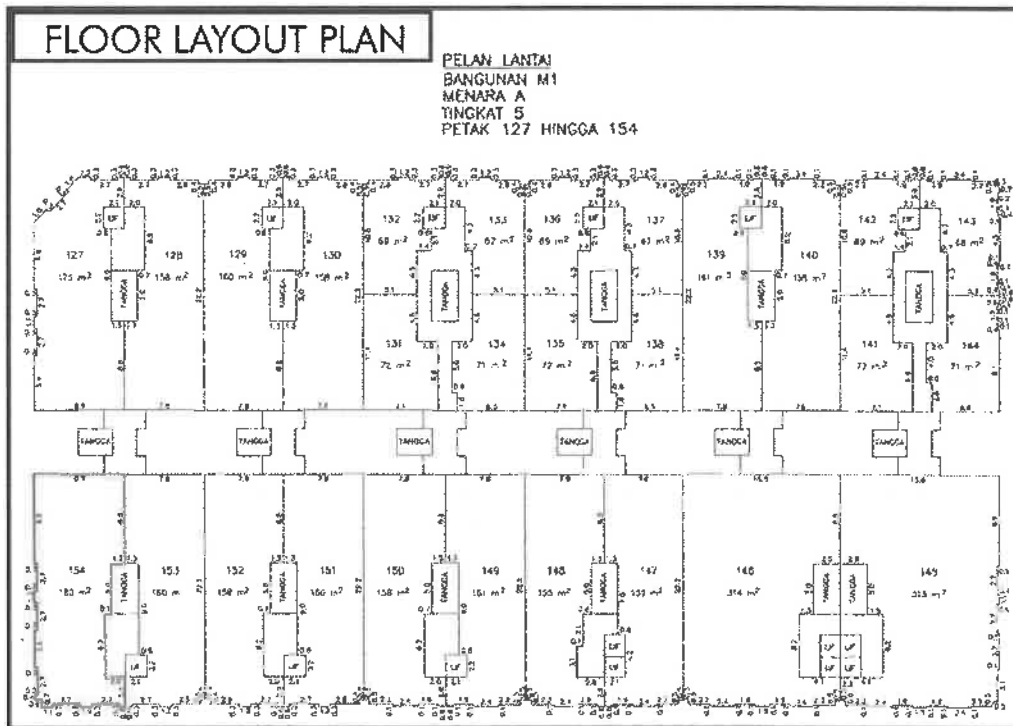
9.0 DESCRIPTION (Cont'd)



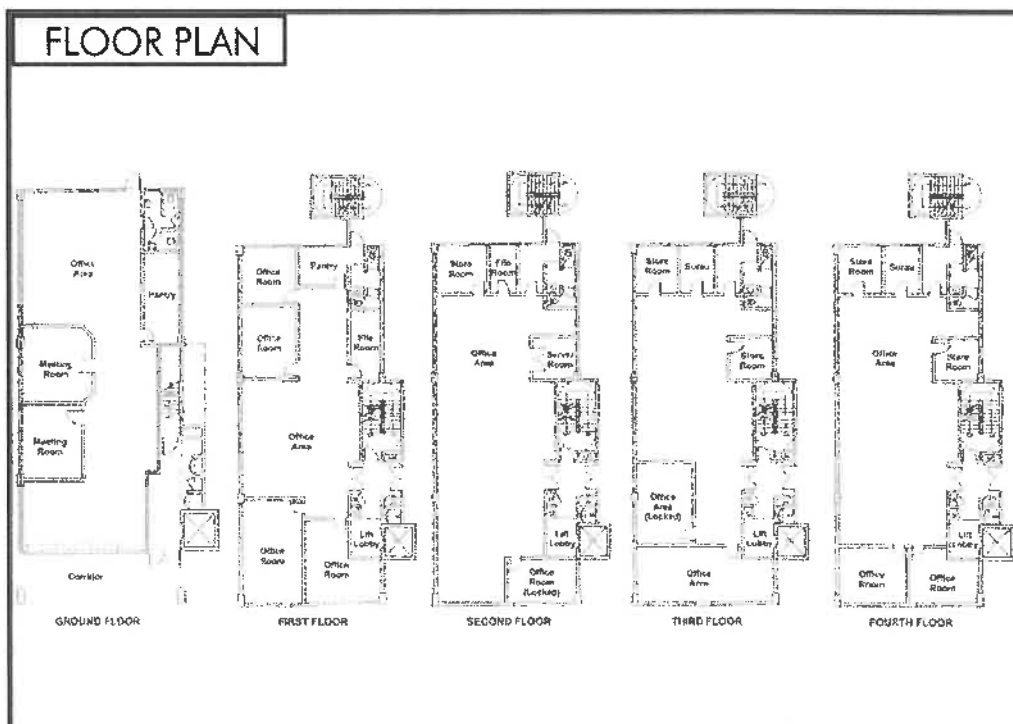
VALUATION OF A FIVE (5)-STOREY CORNER STRATIFIED SHOPOFFICE
SITUATED WITHIN DATARAN PRIMA
ERECTED ON PART OF PARENT LOT NO. 42410
PEKAN CEMPAKA, DISTRICT OF PETALING, SELANGOR
(REF : WTW/01/Y/002318/21/CSN)

C H Williams Talhar & Wong Sdn Bhd (18149-U)

9.0 DESCRIPTION (Cont'd)



The floor plan of the subject property is as below:



10.0 SERVICES

Piped water, electricity and telephone facilities are available and connected to the existing surrounding developments.

The subject property is located within the jurisdiction of Majlis Bandaraya Petaling Jaya (MBPJ) and municipal services are provided by the Local Authority.

Public transportation in the form of buses and taxis are available within the vicinity.

11.0 PLANNING PROVISIONS

The subject property is designated for commercial use as per the Express Condition in the issue document of strata titles.

12.0 METHOD OF VALUATION

The subject property is valued based on the Comparison Approach. The Comparison Approach entails analyzing recent transactions and asking prices of similar property in and around the locality for comparison purposes with adjustments made for differences in location, time, size, level, tenure, title restrictions if any and other relevant characteristics to arrive at the market value.

13.0 EVIDENCE OF VALUE

Transactions of similar stratified shop office unit within Dataran Prima and larger locality are as follows:-

Ground Floor

Address	Floor Area (sq. metres)	Consideration	Analysis (per sq. feet)	Date
<u>Dataran Prima</u> B-G-27, Jalan PJU 1/37	216.736 (2,333 sq ft)	RM1,500,000/-	RM643/-	19/05/2021
33-1, 35-1 & 37-1, Jalan PJU 1/39	424.000 (4,564 sq ft)	RM2,550,000/-	RM559/-	20/05/2019
<u>Masalam Commercial Centre</u> 25-1, Block D, Jalan PJU 1/3D	111.000 (1,195 sq ft)	RM910,000/-	RM762/-	27/04/2021

Source : Valuation and Property Services Department (JPPH)

C H Williams Talhar & Wong Sdn Bhd (18149-U)

13.0 EVIDENCE OF VALUE (Cont'd)

First Floor

Address	Floor Area (sq. metres)	Consideration	Analysis (per sq. feet)	Date
<u>Dataran Prima</u> 25-2, Jalan PJU 1/37	138.142 (1,487 sq ft)	RM650,000/-	RM437/-	02/12/2020
E2-7-2, Jalan PJU 1/42A	160.000 (1,722 sq ft)	RM580,000/-	RM337/-	26/02/2019
<u>Masalam Commercial Centre</u> 88-2B Block G, Jalan PJU 1/3B	63.000 (678 sq ft)	RM250,000/-	RM369/-	05/02/2021

Source : Valuation and Property Services Department (JPPH)

Second Floor, Third Floor and Forth Floor

Address	Floor Area (sq. metres)	Consideration	Analysis (per sq. feet)	Date
<u>Dataran Prima</u> B-7-05, Jalan PJU 1/39	72.000 (775 sq ft)	RM280,000/-	RM361/-	16/03/2021
25B-06, Jalan PJU 1/42	70.000 (753 sq ft)	RM255,892/-	RM340/-	08/02/2021
<u>Masalam Commercial Centre</u> 88-3A, Jalan PJU 1/3B	75.000 (807 sq ft)	RM260,000/-	RM322/-	30/03/2021

Source : Valuation and Property Services Department (JPPH)

14.0 MARKET MOVEMENT STATEMENT

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organisation as a "Global Pandemic" on 11 March 2020, has impacted global financial markets. Malaysia has imposed "Movement Control Order" which prohibits travel except for securing essential services.

Market activity is being impacted in many sectors. As at the valuation date, we consider that we can reasonably attach less weight to previous market evidences for comparison purposes, to arrive at opinions of value. The current response to COVID-19 means that we are faced with an unprecedented set of circumstances on which to base a judgement.

14.0 MARKET MOVEMENT STATEMENT (Cont'd)

Our valuation is therefore reported on the basis of 'material valuation uncertainty'. The reduced certainty requires a higher degree of caution to be placed on our valuation than would normally be the case. Given the unknown future impact that COVID-19 might have on the real estate market, we recommend that you keep the valuation of the subject property under frequent review.

For the avoidance of doubt, the inclusion of the 'material valuation uncertainty' declaration above does not mean that the valuation cannot be relied upon. Rather, the declaration has been included to ensure transparency of the fact that – in the current extraordinary circumstances – less certainty can be attached to the valuation than would otherwise be the case. The material uncertainty clause is to serve as a precaution and does not invalidate the valuation.

15.0 VALUATION

Taking into consideration the above factors, we therefore assess the total market value of the subject property free from all encumbrances at **RM3,500,000/-** (Ringgit Malaysia: Three Million And Five Hundred Thousand Only).

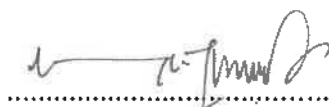
Total Forced Sale Value RM2,800,000/-

Breakdown values are as follows:

Unit No.	Strata Title No.	Market Value	Forced Sale Value
C-1-G	Geran 46494/M1/1/42	RM1,200,000/-	RM960,000/-
C-1-1	Geran 46494/M1-A/2/70	RM600,000/-	RM480,000/-
C-1-2	Geran 46494/M1-A/3/98	RM570,000/-	RM456,000/-
C-1-3	Geran 46494/M1-A/4/126	RM570,000/-	RM456,000/-
C-1-4	Geran 46494/M1-A/5/154	RM560,000/-	RM448,000/-
TOTAL		RM3,500,000/-	RM2,800,000/-

16.0 CERTIFICATION

The valuation of the above property has been carried out by **Sr UNGKU MOHD ISKANDAR UNGKU ISMAIL**, BSc. (Hons) Property Management, MRICS, MRISM, MPEPS, MMIPFM, Registered Valuer (V-855).



Date: 21 October 2021

APPENDIX A

Private Title Searches

CATATAN CARIAN PERSENDIRIAN

NO PERSERAHAN : 44394/2021

ADALAH DIPERAKUI BAHAWA SUATU CARIAN PERSENDIRIAN TELAH DIBUAT
MENGIKUT SEKSYEN 384, KANUN TANAH NEGARA BERKENAAN TANAH BERIKUT:

JENIS DAN NO HAKMILIK	GERAN 46494	BANGUNAN / TINGKAT / PETAK	M1/1/42
NEGERI	SELANGOR	PETAK AKSESORI	TIADA
DAERAH	PETALING	NOMBOR PELAN AKUI	PA(B) 63694-07
BANDAR/PEKAN/MUKIM	PEKAN CEMPAKA	UNIT SYER	80
NO LOT	42410	JUMLAH UNIT SYER	23612
TEMPOH PAJAKAN	SELAMA-LAMANYA	NO BUKU DAFTAR	1116
TARIKH LUPUT PAJAKAN	TIADA	CUKAI PETAK	RM 353.00
JENIS PEMBANGUNAN	SELAIN KOS RENDAH	JENIS KEGUNAAN	PERNIAGAAN

BAHAWA PADA TARIKH DAN WAKTU PERAKUAN INI DIKELUARKAN, BUTIR-BUTIR TANAH TERSEBUT ADALAH
SEPERTI BERIKUT:

SYARAT NYATA : PERNIAGAAN
SEKATAN KEPENTINGAN : TIADA

REKOD PERBADANAN PENGURUSAN

DATARAN PRIMA MANAGEMENT CORPORATION (PH 3-BLOCKS C & D)
P.S. NO. 46, TINGKAT 11, MENARA TUN RAZAK, JALAN RAJA LAUT, 50350 KUALA LUMPUR.

PEMILIKAN DAN ALAMAT :

SCOMI OIL TOOL SDN BHD, NO. SYARIKAT 81755-D
, 1/1 BAHAGIAN
SEBAGAI PEMILIK
5TH FLOOR, WISMA CHASE PERDANA OFF JLN SEMANTAN, DAMANSARA HEIGHTS, 50490 KL
DIDAFTARKAN PADA :19/12/2008 11:15:41 AM

TANGGUNGAN DAN ENDOSAN-ENDOSAN LAIN :

URUSAN-URUSAN DALAM PERSERAHAN YANG BELUM DIDAFTARKAN :

TIADA

ENDOSAN-ENDOSAN YANG TERDAHULU YANG TIDAK BERKUATKUASA LAGI :

TIADA

NOMBOR RESIT : 2109170088000174
BAYARAN DIJELASKAN : RM 30

DIKELUARKAN PADA : 17/09/2021
NO PERSERAHAN : 44394/2021

CETAKAN E-STRATA
PEJABAT DAERAH/TANAH NEGERI SELANGOR
TARIKH CETAKAN : 17/09/2021 12:37:57 PM
GENERATED IN 0.1451 SECONDS

CATATAN CARIAN PERSENDIRIAN

NO PERSERAHAN : 44394/2021

ADALAH DIPERAKUI BAHAWA SUATU CARIAN PERSENDIRIAN TELAH DIBUAT
MENGIKUT SEKSYEN 384, KANUN TANAH NEGARA BERKENAAN TANAH BERIKUT:

JENIS DAN NO HAKMILIK	GERAN 46494	BANGUNAN / TINGKAT / PETAK	M1-A/2/70
NEGERI	SELANGOR	PETAK AKSESORI	TIADA
DAERAH	PETALING	NOMBOR PELAN AKUI	PA(B) 63694-09
BANDAR/PEKAN/MUKIM	PEKAN CEMPAKA	UNIT SYER	73
NO LOT	42410	JUMLAH UNIT SYER	23612
TEMPOH PAJAKAN	SELAMA-LAMANYA	NO BUKU DAFTAR	1116
TARIKH LUPUT PAJAKAN	TIADA	CUKAI PETAK	RM 400.00
JENIS PEMBANGUNAN	SELAIN KOS RENDAH	JENIS KEGUNAAN	PERNIAGAAN

BAHAWA PADA TARIKH DAN WAKTU PERAKUAN INI DIKELUARKAN, BUTIR-BUTIR TANAH TERSEBUT ADALAH
SEPERTI BERIKUT:

SYARAT NYATA : PERNIAGAAN
SEKATAN KEPENTINGAN : TIADA

REKOD PERBADANAN PENGURUSAN

DATARAN PRIMA MANAGEMENT CORPORATION (PH 3-BLOCKS C & D)
P.S. NO. 46, TINGKAT 11, MENARA TUN RAZAK, JALAN RAJA LAUT, 50350 KUALA LUMPUR.

PEMILIKAN DAN ALAMAT :

SCOMI OIL TOOL SDN BHD, NO. SYARIKAT 81755-D
, 1/1 BAHAGIAN
SEBAGAI PEMILIK
5TH FLOOR, WISMA CHASE PERDANA OFF JLN SEMANTAN, DAMANSARA HEIGHTS, 50490 KL
DIDAFTARKAN PADA :25/11/2008 15:17:47 PM

TANGGUNGAN DAN ENDOSAN-ENDOSAN LAIN :

URUSAN-URUSAN DALAM PERSERAHAN YANG BELUM DIDAFTARKAN :

TIADA

ENDOSAN-ENDOSAN YANG TERDAHULU YANG TIDAK BERKUATKUASA LAGI :

TIADA

NOMBOR RESIT : 2109170088000174
BAYARAN DIJELASKAN : RM 30

DIKELUARKAN PADA : 17/09/2021
NO PERSERAHAN : 44394/2021

CETAKAN E-STRATA
PEJABAT DAERAH/TANAH NEGERI SELANGOR
TARIKH CETAKAN : 17/09/2021 12:38:22 PM
GENERATED IN 0.1383 SECONDS

CATATAN CARIAN PERSENDIRIAN

NO PERSERAHAN : 44394/2021

ADALAH DIPERAKUI BAHAWA SUATU CARIAN PERSENDIRIAN TELAH DIBUAT
MENGIKUT SEKSYEN 384, KANUN TANAH NEGARA BERKENAAN TANAH BERIKUT:

JENIS DAN NO HAKMILIK	GERAN 46494	BANGUNAN / TINGKAT / PETAK	M1-A/3/98
NEGERI	SELANGOR	PETAK AKSESORI	TIADA
DAERAH	PETALING	NOMBOR PELAN AKUI	PA(B) 63694-10
BANDAR/PEKAN/MUKIM	PEKAN CEMPAKA	UNIT SYER	74
NO LOT	42410	JUMLAH UNIT SYER	23612
TEMPOH PAJAKAN	SELAMA-LAMANYA	NO BUKU DAFTAR	1116
TARIKH LUPUT PAJAKAN	TIADA	CUKAI PETAK	RM 404.00
JENIS PEMBANGUNAN	SELAIN KOS RENDAH	JENIS KEGUNAAN	PERNIAGAAN

BAHAWA PADA TARIKH DAN WAKTU PERAKUAN INI DIKELUARKAN, BUTIR-BUTIR TANAH TERSEBUT ADALAH
SEPERTI BERIKUT:

SYARAT NYATA : PERNIAGAAN
SEKATAN KEPENTINGAN : TIADA

REKOD PERBADANAN PENGURUSAN

DATARAN PRIMA MANAGEMENT CORPORATION (PH 3-BLOCKS C & D)
P.S. NO. 46, TINGKAT 11, MENARA TUN RAZAK, JALAN RAJA LAUT, 50350 KUALA LUMPUR.

PEMILIKAN DAN ALAMAT :

SCOMI OIL TOOLS SDN BHD, NO. SYARIKAT 81755-D
, 1/1 BAHAGIAN
SEBAGAI PEMILIK
5TH FLOOR, WISMA CHASE PERDANA OFF JLN SEMANTAN, DAMANSARA HEIGHTS, 50490 KL
DIDAFTARKAN PADA :19/12/2008 11:20:41 AM

TANGGUNGAN DAN ENDOSAN-ENDOSAN LAIN :

URUSAN-URUSAN DALAM PERSERAHAN YANG BELUM DIDAFTARKAN :

TIADA

ENDOSAN-ENDOSAN YANG TERDAHULU YANG TIDAK BERKUATKUASA LAGI :

TIADA

NOMBOR RESIT : 2109170088000174 DIKELUARKAN PADA : 17/09/2021
BAYARAN DIJELASKAN : RM 30 NO PERSERAHAN : 44394/2021

CETAKAN E-STRATA
PEJABAT DAERAH/TANAH NEGERI SELANGOR
TARIKH CETAKAN : 17/09/2021 12:38:42 PM
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CATATAN CARIAN PERSENDIRIAN

NO PERSERAHAN : 44394/2021

ADALAH DIPERAKUI BAHAWA SUATU CARIAN PERSENDIRIAN TELAH DIBUAT
MENGIKUT SEKSYEN 384, KANUN TANAH NEGARA BERKENAAN TANAH BERIKUT:

JENIS DAN NO HAKMILIK	GERAN 46494	BANGUNAN / TINGKAT / PETAK	M1-A/4/126
NEGERI	SELANGOR	PETAK AKSESORI	TIADA
DAERAH	PETALING	NOMBOR PELAN AKUI	PA(B) 63694-11
BANDAR/PEKAN/MUKIM	PEKAN CEMPAKA	UNIT SYER	73
NO LOT	42410	JUMLAH UNIT SYER	23612
TEMPOH PAJAKAN	SELAMA-LAMANYA	NO BUKU DAFTAR	1116
TARIKH LUPUT PAJAKAN	TIADA	CUKAI PETAK	RM 402.00
JENIS PEMBANGUNAN	SELAIN KOS RENDAH	JENIS KEGUNAAN	PERNIAGAAN

BAHAWA PADA TARIKH DAN WAKTU PERAKUAN INI DIKELUARKAN, BUTIR-BUTIR TANAH TERSEBUT ADALAH
SEPERTI BERIKUT:

SYARAT NYATA : PERNIAGAAN
SEKATAN KEPENTINGAN : TIADA

REKOD PERBADANAN PENGURUSAN

DATARAN PRIMA MANAGEMENT CORPORATION (PH 3-BLOCKS C & D)
P.S. NO. 46, TINGKAT 11, MENARA TUN RAZAK, JALAN RAJA LAUT, 50350 KUALA LUMPUR.

PEMILIKAN DAN ALAMAT :

SCOMI OILTOOLS SDN BHD, NO. SYARIKAT 81755-D
, 1/1 BAHAGIAN
SEBAGAI PEMILIK
5TH FLOOR, WISMA CHASE PERDANA OFF JLN SEMANTAN, DAMANSARA HEIGHTS, 50490 KL
DIDAFTARKAN PADA :19/12/2008 10:55:14 AM

TANGGUNGAN DAN ENDOSAN-ENDOSAN LAIN :

URUSAN-URUSAN DALAM PERSERAHAN YANG BELUM DIDAFTARKAN :
TIADA

ENDOSAN-ENDOSAN YANG TERDAHULU YANG TIDAK BERKUATKUASA LAGI :
TIADA

NOMBOR RESIT : 2109170088000174 DIKELUARKAN PADA : 17/09/2021
BAYARAN DIJELASKAN : RM 30 NO PERSERAHAN : 44394/2021

CETAKAN E-STRATA
PEJABAT DAERAH/TANAH NEGERI SELANGOR
TARIKH CETAKAN : 17/09/2021 12:38:55 PM
GENERATED IN 0.1363 SECONDS

CATATAN CARIAN PERSENDIRIAN

NO PERSERAHAN : 44394/2021

ADALAH DIPERAKUI BAHAWA SUATU CARIAN PERSENDIRIAN TELAH DIBUAT
MENGIKUT SEKSYEN 384, KANUN TANAH NEGARA BERKENAAN TANAH BERIKUT:

JENIS DAN NO HAKMILIK	GERAN 46494	BANGUNAN / TINGKAT / PETAK	M1-A/5/154
NEGERI	SELANGOR	PETAK AKSESORI	TIADA
DAERAH	PETALING	NOMBOR PELAN AKUI	PA(B) 63694-12
BANDAR/PEKAN/MUKIM	PEKAN CEMPAKA	UNIT SYER	72
NO LOT	42410	JUMLAH UNIT SYER	23612
TEMPOH PAJAKAN	SELAMA-LAMANYA	NO BUKU DAFTAR	1116
TARIKH LUPUT PAJAKAN	TIADA	CUKAI PETAK	RM 397.00
JENIS PEMBANGUNAN	SELAIN KOS RENDAH	JENIS KEGUNAAN	PERNIAGAAN

BAHAWA PADA TARIKH DAN WAKTU PERAKUAN INI DIKELUARKAN, BUTIR-BUTIR TANAH TERSEBUT ADALAH
SEPERTI BERIKUT:

SYARAT NYATA : PERNIAGAAN
SEKATAN KEPENTINGAN : TIADA

REKOD PERBADANAN PENGURUSAN

DATARAN PRIMA MANAGEMENT CORPORATION (PH 3-BLOCKS C & D)
P.S. NO. 46, TINGKAT 11, MENARA TUN RAZAK, JALAN RAJA LAUT, 50350 KUALA LUMPUR.

PEMILIKAN DAN ALAMAT :

SCOMI OILTOOLS SDN BHD, NO. SYARIKAT 81755-D
, 1/1 BAHAGIAN
SEBAGAI PEMILIK
5TH FLOOR, WISMA CHASE PERDANA OFF JLN SEMANTAN, DAMANSARA HEIGHTS, 50490 KL
DIDAFTARKAN PADA :26/11/2008 15:24:33 PM

TANGGUNGAN DAN ENDOSAN-ENDOSAN LAIN :

URUSAN-URUSAN DALAM PERSERAHAN YANG BELUM DIDAFTARKAN :

TIADA

ENDOSAN-ENDOSAN YANG TERDAHULU YANG TIDAK BERKUATKUASA LAGI :

TIADA

NOMBOR RESIT : 2109170088000174
BAYARAN DIJELASKAN : RM 30

DIKELUARKAN PADA : 17/09/2021
NO PERSERAHAN : 44394/2021

CETAKAN E-STRATA
PEJABAT DAERAH/TANAH NEGERI SELANGOR
TARIKH CETAKAN : 17/09/2021 12:39:14 PM
GENERATED IN 0.1389 SECONDS

Limiting Conditions

Limiting Conditions

These are limiting conditions upon which our Report and Valuation are normally prepared, unless specifically mentioned otherwise in the report.

1. Malaysian Valuation Standards

Our Report and Valuation is carried out in accordance with the Malaysian Valuation Standards published by the Board of Valuers, Appraisers, Estate Agents and Property Managers.

2. Confidentiality

This Report is confidential to the Client or to whom it is addressed and for the specific purpose to which it refers. It may only be disclosed to other professional advisors assisting the Client in respect of that purpose, but the Client shall not disclose the report to any other person.

Neither the whole, nor any part of the Valuation Report or Certificate or any reference thereto may be included in any published document, circular or statement nor published in any way without our prior written approval of the form and context in which it may appear.

We shall bear no responsibility nor be held liable to any party in any manner whatsoever in the event of any unauthorised publication of the Valuation Report, whether in part or in whole.

3. Use of Report

The opinion of value expressed in this Valuation Report shall only be used by the addressee for the purpose stated or intended in this Valuation Report. We are not responsible for any consequences arising from the Valuation Report or any part thereof being relied upon by any other party whatsoever or for any information therein being quoted out of context.

4. Title Search

Whenever possible, a private title search is conducted at the relevant Land Registry/Office but this is done to establish title particulars relevant to valuation only. Whilst we may have inspected the title of the property as recorded in the Register Document of Title, we cannot accept any responsibility for its legal validity or as to the accuracy and timeliness of the information extracted or obtained from the relevant Land Registry/Office. Legal advice may be sought to verify the title details, if required.

5. Town Planning and Other Statutory Enquiries

We have obtained only verbal town planning information from the relevant authorities whilst we also relied upon published Structure and/or Local Plans, if any.

Such enquiries are conducted at the respective offices or by extracting the required information from published reports and are deemed sufficiently reliable in the profession.

6. Measurements

All measurements are carried out in accordance with the Uniform Method of Measurement of Buildings issued by The Royal Institution of Surveyors Malaysia, or such other building measurement standards as acceptable and agreed to by the client.

For properties situated outside Malaysia, the appropriate/applicable methods of measurement such as the International Property Measurement Standards (IPMS) are used in parallel with the Uniform Method of Measurement of Buildings (UMMB).

7. Site Surveys

We have not conducted any land survey to ascertain the actual site boundaries. For the purpose of this valuation, we have assumed that the dimensions correspond with those shown in the title document, certified plan or any relevant agreement.

8. Structural Surveys

While due care has been taken to note building defects in the course of inspection, no structural surveys nor any testing of services were made nor have we inspected any woodwork or other parts of the structure which were covered or inaccessible. We are therefore unable to express an opinion or advice on the condition of uninspected parts and this Report should not be taken as making any implied representation or statement on such parts. Whilst any defects or items of disrepair may be noted during the course of inspection, we are not able to give any assurance of the absence in respect of any rot, termite or pest infestation or other hidden defects.

9. Contamination

We have not carried out investigations into the past and present use of either the property or of any neighbouring land to establish whether there has been any contamination or if there is any potential for contamination to the property and are therefore, unable to account and report for such contamination in our Valuation Report.

C H Williams Talhar & Wong Sdn Bhd (18149-U)

10. Deleterious or Hazardous Materials

No investigations have been carried out to determine whether or not any deleterious or hazardous materials had been used in the construction of the property (building) or had since been incorporated and we are, therefore, unable to account or report on any such material in our Valuation Report.

11. Soil Investigation

No soil investigation has been carried out to determine the suitability of soil conditions and / or availability of services for the existing or any future development or planting.

No soil investigation has been carried out to determine the soil suitability for the continued use of the property in its current condition or for any redevelopment.

12. Disease or infestation

Whilst due care is taken to note the presence of any disease or infestation, we have not carried out any tests to ascertain possible latent infestations or diseases affecting crops or stock. We are therefore unable to account for such in our Valuation Report.

13. Leases and Tenancies

Enquiries as to the financial standing of actual or prospective lessees or tenants are not normally made unless specifically requested. Where properties are valued with the benefit of lettings, it is assumed that the lessees or tenants are capable of meeting their obligations under the lease or tenancy and that there are no arrears of rent or undisclosed breaches of covenants and/or warranties.

14. Development Agreements

Unless otherwise stated, no considerations are made in our valuation for any joint venture agreement, development rights agreement or other similar contracts.

15. Outstanding Debts

In the case of buildings where works are in hand or have recently been completed, no allowances were made for any liability already incurred, but not yet discharged, in respect of completed works, or obligations in favour of contractors, sub-contractors or any members of the professional or design team.

16. Taxation, Encumbrances, Statutory Notices and Outgoings

Unless otherwise stated, no allowances are made in our valuation for any expense of realisation or for taxation which might arise in the event of a disposal, deemed or otherwise. We have considered the property as if free and clear of all charges, lien and all other encumbrances which may be secured thereon. We also assume the property is free of statutory notices and outgoings.

17. Attendance

The instruction and the valuation assignment does not automatically bind us to attendance in court or to appear in any enquiry before any government or statutory body in connection with the valuation unless agreed when the instructions were given or subsequently agreed upon.

18. Source of information

This Valuation Report has been prepared on the basis that full disclosure of all information and facts which may affect the Valuation have been made known to us and we cannot accept any liability or responsibility in any event, unless such full disclosure has been made to us for information or facts that have been suppressed or not disclosed to us.

Where it is stated in the Valuation Report that information has been supplied by the sources listed, this information is deemed to be reliable and no responsibility is accepted should it be proven otherwise, be it expressed or implied. All other information stated without being attributed directly to another party is deemed to be from our searches of records, examination of documents or relevant sources.

19. Validity Period of Valuation Report

A Valuation Report is current as at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value.

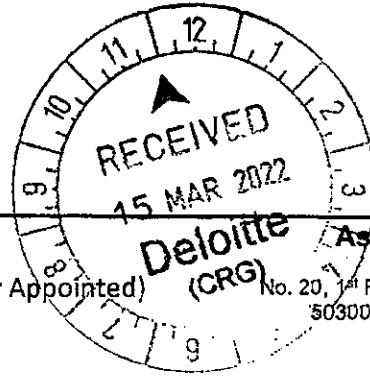
No warranty can be given as to the maintenance of this value into the future. A periodical valuation review is recommended.

20. Limitation of Liability

Although every care has been taken in preparing the Valuation Report, if it is proven that there is an apparent negligence on the part of the Valuer, the liability of this valuation (whether arising from this valuation, negligence or any other cause whatsoever) is limited in respect of any event or series of events to the actual loss or damage sustained subject to a liability cap to be mutually agreed between the client and the Valuer and clearly set out in the terms of engagement.

APPENDIX VII

VALUTATION REPORT FOR THE SOSB INVENTORIES AND EQUIPMENT



Scomi Oil Tools Sdn Bhd (Receiver and Manager Appointed)
C/o Deloitte Corporate Services Sdn Bhd
Level 16, Menara LGB, 1 Jalan Wan Kadir,
Taman Tun Dr. Ismail,
6000 Kuala Lumpur,
Malaysia
Attention: : Sharlyn Venu

Astoca (M) Sdn Bhd
(Co. No. 848591-H)
No. 20, 1st Floor, Jalan Yap Ah Shak
50300 Kuala Lumpur, Malaysia
Tel: +603-2694 4606
Fax: +603-2694 5606
www.astoca.com
malaysia@astoca.com

Your Ref:
Our Ref: 211025/Del 010/1
Date: 14th February 2022

Dear Sirs

Appraisal - Scomi Oil Tools Sdn Bhd (Receiver and Manager Appointed)

Thank you for your instructions to provide our opinion on the value of plant and machinery, rental equipment and inventory stocks of the above company at the various premises throughout Malaysia, excluding assets located at the warehouse owned by Sea Lane Shipping Sdn Bhd, We have pleasure in providing you herewith our appraisal and corresponding report.

The effective date of the appraisal is 30th September 2021.

The narrative appraisal report that follows sets forth the identification of the Assets appraised, pertinent facts relative to the data considered, the reasoning leading to the conclusions, the results of the investigation and analysis, the basis of the valuation and the assumptions and limiting conditions.

Opinion of Value as at 30th September 2021

Subject to the assumptions and limiting conditions set forth in this report, it is our professional judgment that the total values of the items as listed in detail at the time of appraisal are as follows-

Plant & Machinery, Rental Equipment and Inventory -

Market Value RM 3,916,198 (Ringgit Malaysia three million, nine hundred and sixteen thousand, one hundred and ninety eight)

Forced Sale Value RM 1,922,538 (Ringgit Malaysia one million, nine hundred and twenty two thousand, five hundred and thirty eight)

Should you have any questions in relation to our appraisal inventory or word report, please do not hesitate to contact the undersigned.

Yours faithfully

John Rounce, BSc, FRICs
For and on behalf of Astoca (Malaysia) Sdn Bhd

EXECUTIVE SUMMARY

This report was commissioned by the Company and will be used as a reference for potential sale purposes.

- The valuation is limited to a specified schedule of plant and machinery, rental equipment and inventory assets, all of which are charged to OCBC Bank, Malaysia, held at various company depots and premises throughout Malaysia.
- Our valuation has been prepared on a desk top basis from inventory records and fixed assets listings supplied by the company.
- This report represents our independent opinion of value for the assets as at 30th September, 2021
- The valuation has been prepared in Ringgit Malaysia (RM)
- The basis of value is Market Value of Plant and Machinery (MV – PME) and Forced Sale (F5) as defined by the Royal Institution of Chartered Surveyors and the Malaysian Valuation Standard 1S (PME)
- The valuation assumes that all assets are free from import taxes and duties and can be sold in the local market.
- We confirm that we have no present or anticipated future ownership interest in the subject assets and have undertaken this valuation as independent valuers.
- We summarises the valuation as follows-

	MV RM	FS RM
Plant & Machinery	828,036	414,018
Rental Equipment	2,467,448	1,254,797
Inventory	620,714	253,723
Total	3,916,198	1,922,538

REPORT and VALUATION

Identification of the Personal Property

Plant & Machinery and Rental Equipment.

We were provided with schedules of these assets which included acquisition date and details of status and condition. Subsequently we requested information on capital cost and sample photographs of major assets.

In summary, these comprise of a range of machinery, equipment and accessories for supply and rental to the offshore oil and gas industry, including mud products.

Inventory

We were provided with schedules of inventory that detailed group description as between consumable & general spares, screens, loss circulation materials and traditional chemicals. Subsequently we requested and were provide with unit costs, fast- and slow-moving classification, and stock costing pricing methodology.

Detailed schedules of the assets are attached as an Appendix

Use of the Appraisal

We have been authorized and contracted to conduct an appraisal of the assets of Scomi Oil Tools Sdn Bhd (Receiver and Manager Appointed) excluding assets located at the warehouse owned by Sea Lane Shipping Sdn Bhd. The intended use of the report is to provide the Client with the documentation necessary to be used for potential sale purposes and for no other purpose.

Effective Date of the Appraisal

The effective date of the appraisal is 30th September 2021, being the date of the schedules of assets provided to us.

Due to possible changes in market forces and circumstances in relation to the subject assets the report can only be regarded as representing our opinion of value of the assets as at the date of appraisal.

Purpose of the Appraisal and Definition of Value

The purpose of the appraisal is to gather data relevant to the assets and provide a valuation that estimates the Market Value (MV) and Forced Sale Value (FS) The definitions of value are as follows:

Market Value - The estimated amount, for which an asset or a liability should exchange on the valuation date between a willing buyer and a willing seller, in an arm's length transaction, after proper marketing and where both parties had each acted knowledgeably, prudently and without compulsion.

The reported **Forced Sale values (FS)** assumes a restricted timescale for disposal

The reported values assume the assets are free from import taxes and duties. All costs of sale are excluded

Methodology

There are three basic appraisal methods that are used to derive an indication of the value of the assets. These methods include the cost approach, sales comparison approach, and income approach to value.

Cost Approach

"A set of procedures in which an appraiser derives a value indication by estimating the current cost to reproduce or replace the personal property, deducting for all accrued depreciation."

Sales Comparison Approach

"A set of procedures in which an appraiser derives a value indication by comparing the personal property being appraised to similar assets that have been sold recently, applying appropriate units of comparison, and making adjustments based on the elements of comparison to the sale prices of the comparable."

Income Capitalization Approach

"A set of procedures in which an appraiser derives a value indication for income-producing personal property by converting anticipated benefits into value. This conversion is accomplished either by: (1) capitalizing a single year's income expectancy or an annual average of several years' income expectancies at a market derived capitalization rate or capitalization rate that reflects a specified income pattern, return on investment, and change in value of the investment; or (2) discounting the annual cash flows for the holding period and the reversion at a specified yield rate."

The Cost Approach and Sales Comparison Approach were used for the subject assets on the basis that equipment and inventory is to standard specifications and sold openly in the local market.

The Income Capitalization Approach was not utilized. This approach gives consideration to income-generating criteria, and is very limited in its application to the appraisal of machinery & equipment on a piecemeal basis.

We have excluded DF and LMP plants at Kemaman and CRIBP in Labuan as nonoperational or will no longer be of commercial use. All assets categorised as unknown have been excluded. All assets are assumed to be without certification for offshore supply and original supply invoices with technical specifications are unavailable.

Market and Industry Trends

The local market for surplus equipment, inventory and chemicals for the offshore oil and gas industry is well established with special traders and dealers. Due to stringent international industry regulations the market in Malaysia is extremely limited. The equipment and inventory supplied as standard is purchased by traders for potential piecemeal re-sale and reuse in the non-oil and gas industry.

Technical Competence

The appraisal has been developed and submitted in conformance with International Valuation Standards of the IVSC, International Valuation Standards Council in compliance with the code of practice and ethical standards of The Royal Institution of Chartered Surveyors, which operates within guidelines accepted by the Board of Valuers. The appraisal was carried out under the supervision of John Rounce, BSc. FRICS, who has over 40 years' experience in the appraisal of plant and machinery.

We can confirm that we have no material interest in the assets subject of this report and appendices and those we have undertaken this valuation as External Valuers.

Assumptions and Limiting Conditions

This appraisal report has been made with the following general assumptions and limiting conditions.

- The personal property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- It is assumed that all of the personal property included in the appraisal is owned by the company appraised. The appraisers have relied upon management to identify any equipment that is leased or owned by parties unrelated to the appraisal.
- The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy. Every reasonable attempt has been made to verify such information.
- It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report.
- The value estimates submitted are based upon the definition of value stated in the body of the report.
- Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of that party and, in any event, only with proper written qualification and only in its entirety.
- The appraisers reserve the right to recall all copies of this report to correct any error or omission.
- The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been made previously.
- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- The maximum liability of the appraisers for the breach of any obligation in connection with this engagement or the Report, and for any and all damages of any type or nature (whether in contract or in tort, and whether compensatory, consequential or punitive in nature) sustained or claimed by The Company (ies) or any other person or entity in connection with this engagement or the Report, shall be limited to the fee actually received by the appraisers under the engagement letter. In no event or circumstance shall the appraisers have any liability to The Company (ies) or any other person or entity in excess of the fee actually paid to and received by the appraisers under the engagement letter.

- the appraiser's fee is not contingent upon any aspect of the report;
- the appraisal was performed in accordance with an ethical code and performance standards;
- the appraiser has satisfied professional education requirements;
- the appraiser has experience in the location and category of the assets being valued
- The appraiser does not have any conflict of interest that could bias either the preparation of this report or the client in any way.
- The appraiser does not own any shares / securities directly of companies who are either current or future competitors.

INVENTORY

Item No	Part No	Description	Unit	QTY	Unit Price	Total Price
MYR2	40000057	HE 300 50Lb	BAG	395	36,441.95	16,564.52
MYR2	40000257	DRILL-BAR 1500Kg	BAG	419	71,080.18	26,924.31
MYR2	40112480	WALNUT SHELLS 400µ 400Kg	BAG	200	31,647.53	14,385.24
MYR3	40100666	GEAR	EA	2	27,297.64	12,408.02
MYR2	40000117	LCP 2000 25Lb	BAG	809	8,960.05	4,072.75
MYR2	40116771	SURFSOLV-A100 55 US GAL	DR	20	53,375.14	20,217.86
MYR2	40000153	OX-SCAV S 25Kg	BAG	1470	8,806.99	4,003.18
MYR2	40000265	HDC MARK II 55 US GAL Drum	DR	40	17,345.30	6,570.19
MYR2	20105477	HyPR-DRL (concentrate)	DR	65	33,992.37	12,875.90
MYR2	40000306	ULTRA-SEAL 40 LB	BAG	180	4,920.70	2,236.68
MYR2	40117081	CONFI-SOLVE PLUS 55US GAL	DR	36	28,692.69	10,868.45
MYR2	40116055	CS-SAF SURFACTANT 20KG	CAN	96	6,659.88	3,027.22
MYR2	40000167	SODIUM CHLORIDE 1000Kg	BAG	162	33,542.94	12,705.66
MYR3	40020466	15DEG SCROLL,8 FLIGHTS,45 DEG,A36 ST	EA	2	3,844.26	1,747.39
MYR2	40000168	SAPP 25 kg	BAG	689	5,729.38	2,604.26
MYR2	40000227	DRISPAC R 50LB	BAG	418	3,776.94	1,716.79
MYR2	40000026	CALCIUM CHLORIDE 94% 1000Kg	BAG	92	29,177.42	11,052.05
MYR2	40112116	Aluminium Stearate 25 kg	BAG	360	4,750.81	2,159.46
MYR2	40000193	ZINC CARBONATE 25Kg	BAG	470	3,134.28	1,424.66
MYR2	40000011	BRIDGESAL ULTRA 50 lb	BAG	680	3,029.18	1,376.90
MYR3	40115897	SCREEN CAGE, P/N: D102513-0	EA	2	2,845.07	1,293.21
MYR2	40116097	CONFI-N SURF 1000KG IBC	CON	1	2,634.18	1,197.35
MYR2	40116830	CONFI SURF PLUS 55 GAL DRUM	DR	18	15,276.23	5,786.45
MYR2	40000076	EZ-SQUEEZE 25Lb	BAG	200	13,248.20	5,017.50
MYR3	40020340	Screen Retainer	EA	6	2,160.93	982.24
MYR3	40115961	ROTOR 1999/5076179	EA	5	2,142.03	973.65
MYR3	40020070	Drive Shaft(3NMP1005/157875)	EA	16	1,963.85	892.66
MYR3	40113388	SCM-B3SS EL-A20 Shaker Screen	EA	72	11,515.85	4,362.07
MYR2	40000108	HYDRO-ZAN 25Kg	BAG	160	11,136.15	4,218.24
MYR3	40111451	PLOW,SOLID BOWLHEAD-1 PAIR FOR DE-	EA	72	5,551.50	2,523.41
MYR2	40000160	PLUGSAL 50 lb	BAG	691	1,705.21	775.09
MYR2	40000314	BLACK MAGIC SFT 25Kg	BAG	180	1,667.58	757.99
MYR2	40020463	DRILL-BAR Bulk MT	TO	77.5	9,174.32	3,475.12
MYR3	40014676	GEAR BOX 52:1 RATIO	EA	1	1,459.29	663.31
MYR2	40000009	CONFI-GEL II 50LB	BAG	80	1,454.90	661.32
MYR2	40112472	WALNUT SHELLS 400µ 25Kg	BAG	461	1,431.54	650.70
MYR3	40019370	V-Belt Pulley 5xSPA, DW184f/1071S-GVLVC	EA	3	1,335.22	606.92
MYR2	40113883	AMMONIUM CHLORIDE 1000Kg	BAG	400	1,263.11	574.14
MYR3	40019988	Stator(3NMP3005/958845)	EA	10	1,254.00	570.00
MYR2	40000266	**HYDRO-CAP XP 50Lb (refer 40000155)	BAG	218	3,645.63	1,657.11
MYR3	40010969	Overload Clutch	EA	4	3,261.78	1,482.63

INVENTORY

MYR3	40112964	SCM-B300 EL-A100 Shaker Screen	EA	41	1,075.05	488.86
MYR3	40011399	CYCLONE ASSY,THD ON TIP/.625 APEX/TR	EA	30	3,174.13	1,442.79
MYR2	10102744	BUNKERING HOSE	ROL	3	2,060.15	780.36
MYR3	40112971	SCM-B300 EL-A325 Shaker Screen	EA	34	1,936.95	733.69
MYR2	40000318	QWIK SEAL C 40LB	BAG	953	967.37	439.71
MYR3	40013144	FILTER,PARKER-10 MICRON 1.000FPT IN/C	EA	20	2,672.74	1,214.88
MYR2	30000016	BULK BAG - 1.0MT WHITE NO MARKING	EA	450	6,296.40	2,385.00
MYR2	40116054	CS-GBC-1 (BUFFER) 250KG	DR	4	710.03	322.74
MYR3	40112962	SCM-B300 EL-A70 Shaker Screen	EA	30	2,127.77	967.17
MYR3	40115966	Coupling Rod 1998/5073264	EA	7	2,079.00	945.00
MYR2	40000159	Potassium carbonate 25 kg	BAG	334	669.59	304.36
MYR2	40112372	CALCIUM CARBONATE 400µ 1000Kg	BAG	17	1,915.29	870.59
MYR3	40112966	SCM-B300 EL-A140 Shaker Screen	EA	21	4,854.83	1,838.95
MYR3	40014035	HOUSING,BRG-SOLIDS END-DE-1000	EA	3	603.85	274.48
MYR2	40000003	DRILL-GEL 1000Kg	BAG	36	1,735.53	788.88
MYR3	40017246	ADAPTER,OVERHUNG LOAD-815-14S	EA	7	1,662.91	755.87
MYR3	40014959	VALVE,BALL-2" W/11.500 STR HDL GALV S	EA	26	1,608.21	731.00
MYR3	40116032	153-25-1CENTRIFUGE HAND CRANK 100MI	EA	5	1,600.91	727.69
MYR3	40112967	SCM-B300 EL-A170 Shaker Screen	EA	15	4,186.95	1,585.97
MYR3	10102661	150A/3P BREAKER FD3150L (CUTLER-HAM	EA	2	515.33	234.24
MYR2	40000095	HEC 25Kg	BAG	27	1,024.90	388.22
MYR2	40116053	ARCASOLVE HCHT STARCH BRKR ENZYM	CAN	1	502.71	228.51
MYR2	40000316	QWIK SEAL F 40LB	BAG	480	1,462.67	664.85
MYR3	40116912	MAINCASE SAMPLE TRAY	EA	6	1,443.81	656.28
MYR2	40000072	DRISCAL D 25Lb	BAG	29	1,414.57	642.99
MYR3	40015088	METER,FLOW-DE-1000 FHD .750 NPT/SST	EA	6	456.95	207.71
MYR3	40114870	DIATOMACEOUS EARTH MATERIAL 50Lb	EA	189	416.21	189.19
MYR3	10101668	Smart Rotor Set (Upgrade SCT)	EA	1	828.91	376.78
MYR3	40017355	dMOTOR,FAN HYD FOR DE-1000 FHD	EA	7	821.10	373.23
MYR3	40019907	Coupling Rod -	EA	4	396.73	180.33
MYR3	40114004	SCM-Prima-EL-A60 Shaker Screen	EA	19	392.32	178.33
MYR2	40113336	SODIUM BROMIDE 1000L	CON	1	783.64	296.83
MYR3	40112963	SCM-B300 EL-A80 Shaker Screen	EA	13	760.69	288.14
MYR3	40020074	Coupling Rod(3NMP1998/892706)	EA	8	368.28	167.40
MYR2	40000012	CITRIC ACID 25Kg	BAG	112	365.16	165.98
MYR3	40014700	OW,SOLID BOWLHEAD-1 PAIR FOR DE-100	PAA	18	356.85	162.21
MYR3	40010509	10µ FILTER CARTRIDGE 40" (Absolute)	EA	250	709.50	268.75
MYR3	40010508	2µ FILTER CARTRIDGE 40" (Absolute)	EA	250	709.50	268.75
MYR2	40000140	HYDRO-PLUG C 25Kg	BAG	276	353.48	160.67
MYR3	40112970	SCM-B300 EL-A270 Shaker Screen	EA	13	700.18	265.22
MYR2	40117247	SURF-SOLV SS300 10KG CAN	CAN	3	697.54	264.22

INVENTORY

MYR3	40014222	TILE,CNVR-CNTFG 12"-18" W/CBD INSR	EA	190	330.49	150.22
MYR2	40115785	EC6106A 55 US GALLON	DR	2	322.67	146.67
MYR3	40112968	SCM-B300 EL-A200 Shaker Screen	EA	12	605.98	229.54
MYR3	40014026	TUBE,FEED-DE-1000 316 SST	EA	6	286.98	130.44
MYR2	40000155	HYDRO-CAP XP 25Kg	BAG	36	571.14	216.34
MYR2	40000317	QWIK SEAL M 40LB	BAG	273	277.48	126.13
MYR2	40115784	EC1120A 55 US GALLON	DR	2.5	264.16	120.07
MYR3	40019806	HYDRAULIC PRODUCTS	EA	2	263.93	119.97
MYR3	40020110	Adapter	EA	10	257.40	117.00
MYR2	40000070	CDEEP-MOD 55 US Gal Drum	DR	1	256.52	116.60
MYR3	40020171	Processor, Compactlogix Ether	EA	1	254.43	115.65
MYR2	40000105	HYDRO-PAC R 25Kg	BAG	28	252.60	114.82
MYR3	10101805	6" Flange	EA	5	252.24	114.66
MYR3	10102879	Aluminium Actuator MT31	EA	7	240.48	109.31
MYR3	40115578	EXPLOSION PROOF CABLE GLAND M50	PCS	25	239.25	108.75
MYR3	10112041	SCROLL 10" X 4FT WITH END BUSHING	UNT	1	455.40	172.50
MYR3	40114869	KIT, RETROFIT-G0007245 INTERFACE	EA	1	227.42	103.37
MYR3	40118031	153-25-20 CENTRIFUGE 100ML SHORT CO	EA	20	225.56	102.53
MYR2	40000051	CONFI-WET 55 US Gal	DR	4	222.65	101.29
MYR3	40115911	CENTER BLOCK, TURBO - WILDEN	EA	5	222.72	101.24
MYR2	40000123	HyPR-DRL 55 US Gal	DR	4	435.49	164.96
MYR2	40000142	HYDRO-PLUG M 25Kg	BAG	80	397.21	150.46
MYR3	10102884	Aluminium Actuator MT21	EA	7	372.89	169.50
MYR2	40112762	HYDRO-SEAL G 300µ 1000KG	BAG	2	185.11	84.14
MYR3	40010922	LIMIT SWITCH f/Thermal Dryer parts	EA	4	184.27	83.76
MYR2	40000141	HYDRO-PLUG F 25Kg	BAG	80	357.51	135.42
MYR3	40020134	Packing	EA	42	178.66	81.21
MYR3	40115920	HANGER BUSHING FOR AUGER 16"	SET	14	355.74	161.70
MYR3	40014638	SWITCH,AMPLIFIER-OLD	EA	3	174.30	79.23
MYR3	10102695	EMP029 Black Pushbutton 2NO/2NC (Crouse	EA	5	173.54	78.88
MYR2	40114718	4" Hose	ROL	1	343.36	130.06
MYR3	40014697	LINER,FEED NOZZLE-TUNGSTEN	EA	11	169.74	77.15
MYR2	40000176	HYDRO-SPERSE 25Kg	BAG	24	186.89	75.77
MYR2	40000179	HYDRO-STAR NF 25Kg	BAG	65	331.70	125.65
MYR3	40114128	Bowl Head Wipers 3½x1¼x¾	EA	6	163.25	74.20
MYR2	40000192	OPTA-ZAN 25Kg	BAG	28	319.21	120.91
MYR3	40101050	DIAPHRAGM BUNA (M& WILDEN PUMP)	EA	10	310.20	117.50
MYR3	40020076	ROTOR FOR NM063SY1L04B	EA	1	155.10	70.50
MYR3	40010699	BEARING f/Thermal Dryer parts # 23034	EA	5	149.72	68.06
MYR3	40010700	BEARING f/Thermal Dryer parts #23032	EA	6	140.67	63.94
MYR3	40020080	Housing	EA	1	139.82	63.47

INVENTORY

MYR3	40114238	Fuse LPJ 175 SP	PCS	16	138.29	61.95
MYR3	40019726	BRACKET ASSY., TO SHIP ROTODIFF FLA	EA	4	136.13	61.88
MYR3	10102898	EMPS019 Black Pushbutton 1NO/1NC (Crouse	EA	6	135.43	61.56
MYR3	10101663	RETROFIT 60135-6LS NBR	EA	1	132.00	60.00
MYR2	40000148	OPTA-STAR 25Kg	BAG	24	519.96	196.96
MYR3	10103502	CABLE GLAND M32 EXD	EA	10	246.75	93.47
MYR3	40014020	NOZZLE ASSY,FEED-DE-1000	EA	2	123.28	56.04
MYR2	40116170	CS-SAF-1,10KG/CAN	CAN	5	117.99	53.63
MYR2	40000169	SODA ASH 25Kg	BAG	40	228.81	86.67
MYR3	40020325	SHAFT	EA	8	110.88	50.40
MYR3	40114208	3" Tee Threaded	PCS	14	106.16	48.25
MYR3	40019720	CONNECTION SHAFT (107D)	EA	3	105.69	48.04
MYR2	40000112	GLUTARALDEHYDE 25% 55 US Gal Drum	DR	2	210.50	95.88
MYR2	40000080	RADIAGREEN EBL 55 US GAL	DR	1	104.72	47.60
MYR3	10102493	Power distribution block	EA	4	103.52	47.05
MYR2	40000002	SEA-GEL 25KG	BAG	163	101.82	46.28
MYR3	40010707	BELTS f/Thermal Dryer parts	EA	37	101.48	46.13
MYR3	40115899	DRYER BELTS, P/N: 5VX 1400	EA	7	96.29	43.77
MYR3	40114867	BARRIER, INTRINSIC-ROTATIONAL SPEED	EA	1	95.63	43.47
MYR3	10101652	STATOR-HALF 60135-6LS NBR	EA	2	95.05	43.20
MYR3	40011047	SEAL f/Thermal Dryer parts #75050-N	EA	17	93.64	42.56
MYR2	40000125	HYDRO-LUBE 55 US Gal	DR	1	92.98	42.26
MYR3	40014693	BEARING,LIQUID END-DE-1000 NU2215	EA	6	183.94	69.68
MYR3	40010507	5µ FILTER CARTRIDGE 40" (Absolute)	EA	50	181.50	68.75
MYR3	40100599	HYDRAULIC HOSE WITH CONNECTOR	EA	3	90.59	41.18
MYR2	40000001	HYDRO-FILM 55 US Gal	DR	2	90.25	41.02
MYR3	10102668	LUGS CA6-L180 (Sprecher + Schuh)	EA	8	90.03	40.92
MYR3	40114879	CIRCUIT BREAKER 16 AMP	EA	2	89.39	40.63
MYR3	40019689	Transformer Control 460V	EA	6	85.24	38.74
MYR3	40114503	4" Camlock Type C	SET	9	84.18	38.27
MYR3	40113339	SCM-Prima-EL-A45 Shaker Screen	EA	4	83.20	37.82
MYR3	40014023	HOUSING,SEAL-SOLIDS END DE-1000 CNT	EA	2	83.00	37.73
MYR3	40019647	4" CONE ASSEMBLY	EA	2	81.89	37.22
MYR3	40020128	Gland	EA	3	81.08	36.86
MYR3	10102663	200A/3P FUSE BLOCK J60200-3CR (BUSSM	EA	3	80.63	36.65
MYR3	10101658	OIL SEAL GARLOCK KLOZURE	EA	3	160.95	73.18
MYR3	10101669	REMOTE RESET 120V SPRECHER+SCHUH	EA	8	80.19	36.45
MYR3	10102678	EMP019 Black Pushbutton 1NO/1NC (Crouse-	EA	4	160.11	72.78
MYR2	40000064	HYDRO-DEFOAM A 55 US Gal	DR	2	159.93	60.58
MYR3	40020349	BARRIER,INTRINSIC-RTD ANLG OUTPUT 2	EA	1	159.67	72.58
MYR3	40010906	JOINT SHAFT	EA	6	152.46	69.30

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MYR3	40016433	COUPLING, SHAFT-JAW TYPE DE-1000 FH	EA	2	74.50	33.87
MYR3	40019564	FILTER HIGH PRESSURE CPL (P/N: 065-022)	EA	1	73.46	33.39
MYR3	40020100	Stator(3NMP3005/177458)	EA	1	72.72	33.06
MYR3	40011031	ROTOR/STUDS f/Thermal Dryer parts	EA	12	72.67	33.03
MYR2	40000013	CAUSTIC SODA 25Kg Canister	CAN	13	144.97	54.91
MYR3	40014012	FLINGER,PILLOW BLOCK-DE-1000 1018 CF	EA	2	71.08	32.31
MYR3	40020127	POM SEAL RING	EA	20	70.72	32.15
MYR3	40115921	HANGER BUSHING FOR AUGER 17"	SET	6	70.45	32.02
MYR3	40020057	Diaphragms, M15	EA	4	69.96	31.80
MYR3	10102660	HINGE KIT EJB KIT4 (CROUSE-HINDS)	EA	1	69.31	31.51
MYR3	40011028	ROTATING DUEBLIN UNION f/Thermal Dryer	EA	6	68.35	31.07
MYR3	40019972	End Stud	EA	1	65.41	29.73
MYR3	40019648	4" CONE ASSY LESS 406-204 INSERT	EA	2	63.75	28.98
MYR3	40014692	BEARING,MAIN-SOLIDS END DE-1000	EA	3	124.15	47.03
MYR3	40110015	Timer, Discharge	EA	2	61.02	27.74
MYR3	40110016	Timer, Load	EA	2	61.02	27.74
MYR3	40114505	4" Camlock Type E	SET	15	60.06	27.30
MYR3	40114050	OVERLOAD RELAY	EA	2	58.39	26.54
MYR3	40115628	EXPLOSION PROOF PLUG 2" NPT	PCS	5	113.45	51.57
MYR3	10102686	EMP009J10 120v Clear Pilot Light (Crouse	EA	3	56.52	25.69
MYR3	40020215	24V DE Temperatura/Transducer Barrier	EA	1	64.07	24.58
MYR3	40115918	SHAFT END AUGER 65mm x 285mm	EA	7	106.28	48.30
MYR3	40114868	MOUSE, POINTING DEVICE-PS2 NO CABLE	EA	1	99.50	45.23
MYR2	40000279	MAGNESIUM OXIDE 25Kg	BAG	20	95.29	36.10
MYR3	40019732	DISTRIBUTION FOIL 107D & 107T ROTODIF	EA	10	47.24	21.47
MYR3	40112596	TRIPLE BEAM BALANCE 610 GX0.1G	AU	2	45.81	20.82
MYR3	10102677	Remote Reset CEP7-EJM (Sprecher+Schuh)	EA	5	45.52	20.69
MYR2	40000152	OX-SCAV 55 US Gal	DR	2	90.73	34.37
MYR3	40114202	2" Tee Threaded	PCS	14	90.41	34.25
MYR3	40115589	EXPLOSION PROOF REDUCER M50 TO M4	PCS	8	45.14	20.52
MYR2	40000294	RIGWASH 5410 55 US Gal Drum	DR	2	87.22	33.04
MYR3	40014997	CLIP,WEAR STRIP-PRIMER BED SST	EA	70	43.36	19.71
MYR3	40019266	Shamban-GLYD Ring (d=43)	EA	26	42.90	19.50
MYR3	40114307	1" Tee Threaded	EA	33	42.59	19.36
MYR3	40014373	BELL HOUSING-BSF	EA	2	42.34	19.24
MYR3	40011147	V-RING f/Thermal Dryer parts #401900-N	EA	16	42.16	19.16
MYR3	40019587	SLEEVE F/NETZSCH MDL NM063/1L	EA	4	41.63	18.92
MYR3	40020071	Wash Gun	EA	1	41.25	18.75
MYR3	40114244	3" Hose (Oil Resistant)	FT	49	82.24	31.15
MYR3	10101806	4" Flange	EA	3	40.99	18.63
MYR3	40011148	V-RING f/Thermal Dryer parts #401990-N	EA	14	40.36	18.35

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MYR3	40010698	BEARING f/Thermal Dryer parts	EA	11	39.60	18.00
MYR3	40019724	EFFLUENT PORTS	EA	2	35.99	16.36
MYR3	40114624	4" Nipple Threaded	EA	7	35.47	16.12
MYR3	40020324	PISTON, INNER	EA	4	34.06	15.48
MYR3	10102662	CIRCUIT BREAKER HANDLE ICIKIT3 (CROU	EA	2	33.72	15.33
MYR3	40114386	B1023E0015 FERRAZ 80 AMP FUSE	EA	6	65.58	29.81
MYR3	40115913	Throttle Cable Centrifuge	EA	5	30.74	13.97
MYR3	40114864	SENSOR, RTD-90 DEG BEND 136" PVC CTD	EA	1	61.46	27.94
MYR3	40019586	FRONT SLEEVE F/NETZSCH MDL NM063/1	EA	2	30.60	13.91
MYR3	40020161	500V A Transformer	EA	1	30.11	13.68
MYR3	40020125	OPTICAL INDICATOR Type T/GV	EA	3	27.83	12.65
MYR3	40114865	SENSOR, PROXIMITY-NAMUR 4MM SST	EA	1	54.58	24.81
MYR2	40112760	CALCIUM CARBONATE 300µ 1000Kg	BAG	6	53.93	20.43
MYR3	40020167	Surge Protector, Eaton/Cutler Hammer	EA	1	53.76	24.44
MYR3	40114315	6" Double Bolts Clamp	EA	13	26.39	12.00
MYR3	40115905	GLYD RING (.877 X .134) WILDEN	EA	17	26.26	11.94
MYR3	40114148	SR-II Chevron Bearing Grease 9¼ Long	EA	3	25.91	11.78
MYR3	40114863	SENSOR, RTD-90 DEG BEND 41" PVC CTD	EA	1	25.84	11.75
MYR3	40012287	HOSE ASSY, HYDR-1" FPT SWVL X 1" 90 DE	EA	2	25.11	11.42
MYR3	40020173	Power Supply, PLC	EA	1	24.27	11.03
MYR3	40114716	4" Hammer Union	SET	2	47.52	18.00
MYR3	40114790	8" Slip On Flange, 150#	EA	4	23.10	10.50
MYR3	40020118	Sleeve(3NMP5110/892841)	EA	2	22.97	10.44
MYR3	40114220	Reducer M40 to M20	PCS	5	45.48	17.23
MYR2	30000047	PP WOVEN BAG - PLAIN 50KG	EA	500	44.55	16.88
MYR3	40115925	F 213 END BEARING AUGER	EA	3	44.55	16.88
MYR3	10100154	3" Butterfly valves	EA	3	44.24	16.76
MYR3	40012285	HOSE ASSY, HYDR-1" FPT SWVL X 136" LOA	EA	1	22.10	10.04
MYR2	40000071	HYDRO-MD 55 US Gal	DR	1	44.18	16.74
MYR3	40110840	Hour Meter	EA	5	21.65	9.84
MYR3	40020217	24V DE E-Stop Barrier	EA	1	21.57	9.80
MYR3	40114219	Reducer M32 to M25	PCS	8	85.86	32.52
MYR3	40019549	SM PIN JOINT SE	EA	2	21.38	9.72
MYR3	40019703	TEST VALVE NO.: 0532-012	EA	1	20.97	9.53
MYR3	40114418	1 POLE 2 AMP ABB C/BREAKER	EA	10	20.87	9.49
MYR2	40000086	FLOWZAN 25Kg	BAG	3	41.51	15.72
MYR3	40011048	SEAL f/Thermal Dryer parts #77540-N	EA	9	41.21	18.73
MYR3	10104816	ROYAL PURPLE SYNERGY ISO 220	PL	1	20.58	9.36
MYR3	40019585	FRONT SLEEVE F/NETZSCH MDL NM063/1	EA	3	19.73	8.97
MYR3	40019718	LINCOLN INJECTOR # SL41	EA	1	19.49	8.86
MYR3	40115918	CHAIN COUPLING FOR AUGER - 6022	SET	2	18.81	8.55

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MYR3	10102676	1-5A Overload CEP7-EECB (Sprecher+Schuh	EA	3	37.55	17.07
MYR3	40115587	EXPLOSION PROOF REDUCER M25 TO M2	PCS	8	37.12	14.06
MYR3	40012274	HOSE ASSY, HYDR-.750FPT SWVL X 44" LO	EA	2	18.55	8.43
MYR3	40020122	Clamp Ring(3NMP5425/877421)	EA	3	18.41	8.37
MYR3	10102697	EMP009J3 120V GREEN PILOT LIGHT (Crou	EA	1	18.39	8.36
MYR3	40015395	SWITCH, TEMP/LEVEL-DE-1000 FHD *	EA	1	18.37	8.35
MYR3	10101925	M20 CABLE GLAND	EA	5	36.60	13.87
MYR3	40114284	Contact Cleaner	CAN	12	36.51	13.83
MYR3	40014661	SWITCH, RESET-DE-1000 CONTROL PNL	EA	2	17.60	8.00
MYR3	40014690	BEARING, THRUST-SUPPORT CONVEYOR	EA	1	17.49	7.95
MYR3	40014656	HEATER, OVERLOAD 18.7-30.7 FLA BOX OF	EA	3	17.29	7.86
MYR3	40012278	HOSE ASSY, HYDR-.750FPT SWVL X 45DEC	EA	2	16.68	7.58
MYR3	40012283	HOSE ASSY, HYDR-1"FPT SWVL X 49" LOA	EA	1	16.60	7.55
MYR3	40115942	CEP7-EEED	EA	2	18.44	7.47
MYR3	40014389	Fuse Time Delay 1.25amp-250v, style FNM	EA	6	16.24	7.38
MYR3	40014691	BEARING, SUPPORT-CONVEYOR 6017	EA	3	31.88	12.08
MYR3	40115912	GASKET, CENTER BLOCK - WILDEN	EA	30	15.62	7.10
MYR3	40115909	CAPILLARY RDD ASSEMBLY - WILDEN	EA	6	15.09	6.86
MYR3	10102674	BA Contactor w/ 120V Coil (Sprech+Schuh	EA	2	14.57	8.62
MYR3	40014681	O-RING-13.500IDX.250 XSECT BUNA-N	EA	5	14.50	6.59
MYR3	10101630	SIGHT GAUGE	EA	3	13.47	6.12
MYR2	40000170	SODIUM BICARBONATE 25Kg	BAG	12	13.38	6.08
MYR3	40114866	HOLDER, FUSE-ULTRASAFE 50AMP 600V	EA	1	12.89	5.86
MYR3	10104218	DRYER SCRAPPER 5/8	EA	32	12.67	5.76
MYR3	10102673	5.4-27A Overload CEP7-EEEB (Sprech+Schu	EA	2	12.44	5.65
MYR3	40014195	COVER, FLINGER-INBD DE-1000 356 AL	EA	1	12.07	5.48
MYR3	40020032	O-ring(3NMP8015/516702)	EA	6	11.48	5.22
MYR3	40114217	Reducer M20 to M18	PCS	5	11.10	5.05
MYR3	40113849	Clamp Ring F.SM-Seal -NM076	EA	2	11.09	5.04
MYR3	40019772	STDPPER SCREW	EA	4	11.02	5.01
MYR3	40115908	RETAINING RING, AIR VALVE - WILDEN	EA	5	10.80	4.91
MYR3	10102665	30A/3P FUSE BLOCK J60030-3CR (BUSSMA	EA	3	10.78	4.90
MYR3	10101418	CUTTING DISC 14"- (350MM X 3MM X 25.4)	PCS	31	10.56	4.80
MYR3	40019681	OVERLOAD RELAY 32AMP C308DN3B	EA	1	10.33	4.70
MYR3	40011149	V-RING f/Thermal Dryer parts #402200-N	EA	9	10.31	4.89
MYR3	10102690	TERMINAL 1492-W6 (ALLEN-BRADLEY)	EA	11	10.31	4.69
MYR3	40114316	6" King Nipple	EA	4	20.30	7.69
MYR3	40114422	2 POLE 2 AMP ABB C/BREAKER	EA	2	9.91	4.50
MYR3	10101807	3" Flange	EA	5	9.57	4.35
MYR3	10102057	Ball Valve 1"	EA	5	19.08	7.23
MYR3	40018630	METER, HOUR-AC VEEDER-ROOT	EA	1	9.54	4.34

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MYR3	40114621	4" King Nipple	EA	6	9.50	4.32
MYR2	40112721	CALCIUM CARBONATE 300µ 25Kg	BAG	20	17.36	6.58
MYR3	40019752	O RING 94-97X1.78	EA	7	8.62	3.92
MYR3	40019582	JOINT PROTECTION SLEEVE(EH600-14)	EA	10	8.62	3.92
MYR3	10102277	4" x 3" Reducer sch40	EA	9	8.32	3.78
MYR3	40114233	Fuse LPJ 5 SP	PCS	5	8.19	3.72
MYR3	40020114	Pin(3NMP5070/678958)	EA	1	7.72	3.51
MYR3	40111287	Bushing	EA	16	7.39	3.36
MYR3	40111429	1 Metre Grease nipple extension hose for	EA	2	7.26	3.30
MYR3	10101841	2 tonne Hydraulic Jack	EA	1	14.52	5.50
MYR3	40019770	SHAFT SEAL 30X40X7	EA	12	7.13	3.24
MYR3	40019503	OIL SEAL 4711689-N	EA	15	6.79	3.08
MYR3	40115480	3" TEE SCH 40 WELD TYPE	PCS	6	6.63	2.97
MYR3	40114250	Never-seized Compound Copaslip	CAN	2	13.05	4.94
MYR3	40115907	END CAP W/O GUIDE - WILDEN	PCS	8	6.33	2.88
MYR3	40114206	**3" Camlock Type A&D (ref 40114095/98)	SET	2	6.24	2.84
MYR3	40014687	RING,RETAINING-DE-1000 THRUST BEARIN	EA	4	5.95	2.71
MYR3	40115481	2" TEE SCH 40 WELD TYPE	PCS	10	5.94	2.70
MYR3	40114306	1" King Nipple	EA	30	5.90	2.68
MYR3	40014446	CONTACT,AUX-DE-1000 CDNTROL PNL (S4	EA	1	5.87	2.67
MYR3	10102064	Reducer 3" ke 2"	EA	1	5.81	2.64
MYR3	40115910	SCREW, SHC, 5/16-18 X 2 1/4 - WILDEN	EA	18	5.80	2.64
MYR3	40114313	3" King Nipple	EA	5	5.45	2.48
MYR3	40014678	SEAL,SUPDRT BEARING-IN&D DE-1000 N	EA	3	5.27	2.40
MYR3	10101884	1/2" Air Hose 300 PSI	FT	50	9.50	3.60
MYR3	40115484	1" TEE SCH 40 THREADED	PCS	20	4.62	2.10
MYR3	40019702	CHECK VALVE CPL (1 Bar) [VT-006022]	EA	1	4.55	2.07
MYR3	10102688	4PDT 10A RELAY w/120VAC Coil (IDEC)	EA	4	4.52	2.06
MYR3	40014657	HEATER,OVERLOAD 53.9-74.9 FLA BOX OF	EA	1	4.39	1.99
MYR3	40014689	RING,RETAINING RR475	EA	2	4.24	1.93
MYR3	10100354	ELECTRODES OXIDISER	EA	16	8.45	3.84
MYR3	10102664	60A/3P FUSE BLOCK J60080-3CR (BUSSMA	EA	1	3.81	1.73
MYR3	40014688	ING,RETAINING-DE-1000 SUPPORT BEARIN	EA	2	6.87	3.12
MYR2	40000075	HYDRO-SEAL G FINE 25µ 25KG	BAG	1	3.40	1.54
MYR3	40019725	THERMAL OVERLOAD	EA	1	3.38	1.54
MYR3	40020169	PLC Bus Terminal	EA	1	3.12	1.42
MYR3	10101425	CUP BRUSH 4" (DIA 75MM - M10 X 1.5)	PCS	13	3.00	1.37
MYR3	40014889	PIN,DOWEL-.250 X 1.250 ALY STL	EA	50	2.85	1.30
MYR3	40017523	PIN,DOWEL-.313 X 1" ALY STL	EA	50	2.85	1.30
MYR3	10102692	END SECTION EB10 (ALLEN-BRADLEY)	EA	10	2.84	1.29
MYR3	40018641	TERMINAL BLOCK SECTION	EA	12	2.60	1.18

INVENTORY

ITEM	QTY	UNIT	PRICE	TOTAL	
MYR3 40014686	O-RING-4.875IDX.125 XSECT BUNA N	EA	7	2.54	1.15
MYR3 40019659	O RING 100X2.5	EA	2	2.52	1.14
MYR3 40017349	SILENCER,AIR-.250 NPT BRS	EA	2	2.48	1.13
MYR3 10102444	Reducer 6" x 4" SCH 40	EA	1	2.33	1.06
MYR3 10102691	END STOP ERL35 (ALLEN-BRADLEY)	EA	10	2.14	0.97
MYR3 40019769	USIT SEAL R 1/2" (VT-000745)	EA	5	2.08	0.95
MYR3 40114627	1/2" Chicago Fitting (F/M NPT)	EA	11	2.06	0.94
MYR3 40011046	SEAL f/Thermal Dryer parts #16816-N	EA	6	2.04	0.93
MYR3 40019735	TENSION SCREW W/O OPTICAL INDICATO	EA	1	1.90	0.86
MYR3 10101270	O-RING/516327-6B-NETSCH FEED PUMP	EA	4	1.85	0.84
MYR3 40019650	SHAFT SEAL 107D-725 (30 x 40 x 7)	EA	4	1.62	0.74
MYR3 10101631	HHCS 5/8-18 UNFXILG ZINC PLT	EA	8	1.59	0.72
MYR3 40009376	O-RING 218 CL180 1.234X.139	EA	8	1.50	0.68
MYR3 40019579	CIRCLIP SHAFT(EH800-031)	EA	30	1.45	0.66
MYR3 40116424	SCREEN PLUGS SCM-SCREEN PLUGS	EA	2	1.37	0.62
MYR3 40020034	O-ring(3NMP8060/517018)	EA	2	1.25	0.57
MYR3 40020028	Gasket(3NMP8010/422525)	EA	1	1.22	0.56
MYR3 40020030	Gasket(3NMP8012/422526)	EA	1	0.69	0.32
MYR3 40013410	SADDLE,PIPE TEE-HRS	EA	6	0.68	0.31
MYR3 40019680	CIRCLIP A25	EA	6	1.37	0.62
MYR3 10102023	4" DOUBLE BOLT CLAMP	EA	1	1.29	0.59
MYR3 10101415	CUTTING DISC 4". (105MM X 1MM X 15)	PCS	10	0.63	0.29
MYR3 40101821	CIRCLIP	EA	1	1.19	0.54
MYR3 40014685	O-RING,FEED NOZZLE #227	EA	4	0.50	0.23
MYR3 40015095	CABLE,MARINE SHIPBOARD-GEXOL INSUL	EA	1	0.96	0.44
MYR3 40016012	BOX,RCPT-W/3.500 HOLES	EA	1	0.46	0.21
MYR3 40115915	SOLID ROUND RUBBER 10mm Thickness	FT	1	0.46	0.21
MYR3 40017829	TEE,RED DOT-AT 2 .750 ASSY	EA	3	0.34	0.16
MYR3 40101920	O-RING	EA	1	0.23	0.11
MYR3 40011710	NUT,LOCKING-CVR CENT 316L SST	EA	2	0.23	0.10
MYR3 40018642	BARRIER	EA	3	0.31	0.12
MYR3 40016190	O-RING-5"IDX.094 XSECT 70 DURO 8UNA-N	EA	2	0.13	0.06
MYR3 40018042	8308ZJ B.BRG. W-WAF30,RX67	EA	2		
MYR3 40014856	BEARING,FLANGE-1" BORE NKL PLD	EA	1		
MYR3 40014857	BEARING,TAKE-UP-1" BORE NKL PLD	EA	5		
MYR3 40017586	BUSHING,SPRKT-QD STYLE SK 1.500 BOR	EA	4		
MYR3 40019489	SKF CENTRIFUGE BEARING ECU215	EA	8		
MYR3 40016050	SPRING,RAMP LOCK	EA	11		
MYR3 40017580	SPROCKET,POLY CHAIN-8MM 63T TL BOR	EA	4		
MYR3 40014862	TENSIONER,ROTARY-AL BODY W/SST SPR	EA	3		
MYR3 40019487	BACK UP BEARING 90001808	EA	3		

INVENTORY

MYR3	40019488	BEARING CENTRIFUGE Z 9504B	EA	10		
MYR3	40019497	BEARING DRYER 22212 E1	EA	1		
MYR3	40019496	DRYER BEARING FAG 230334 E1A	EA	1		
MYR3	40019505	INDUSTRIAL SEAL 471689	EA	14		
MYR3	40019491	LOCKING COLLER 90001824	EA	1		
MYR3	40019493	PIPE ASSY M - 774	EA	1		
MYR3	40019492	TEMPER LOCK 119056	EA	4		
MYR3	40010970	OVERLOAD THERMAL T105DU 36-52 AMP	EA	6		

RENTAL EQUIPMENT

1500000253	DWM Kmm	FHD DE1000 FH00545	1 unit	86,221.92	34,488.77
1500000251	DWM Kmm	REFURBISH CENTRIFUGE DE1000 FH00541	1 unit	-	-
1500000876	THAILAND	Centrifuge DE1000 FHD456	1 set	249,244.87	149,546.80
1500000350	INDIA	FHD DE 1000 Centrifuge SN 1110	1 unit	66,538.40	26,615.36
1500000332	THAILAND	FHD Centrifuge CF1056	1 unit	60,033.98	24,013.59
1500000244	DWM Kmm	H900 Cutting Dryer	1 unit	53,834.20	21,533.68
1500000242	DWM Kmm	H900 DRYER EXTRACTOR SN 4	1 unit	49,192.74	19,677.10
1500000020	DWM Kmm	FHD DE1000 SN289	1 unit	44,541.12	26,724.67
1500000181	DWM (LMP)	NETZSCH SUPPLY PUMP	1 unit	-	-
1500000564	DWM Kmm	H900 Tema Cutting Dryer	1 unit	62,307.14	24,922.86
1500000565	DWM Kmm	H900 Tema Cutting Dryer	1 unit	62,307.14	24,922.86
1500000568	DWM Kmm	H900 Tema Cutting Dryer	1 unit	62,307.14	37,384.28
1500000195	DWM (LMP)	FHD DE1000 FHD00541	1 unit	7,766.34	3,106.54
1500000542	DWM Kmm	Portable Tanks C.I.P. (Clean In Place) Unit	1 unit	-	-
1500000239	DWM Kmm	FHD DE1000 SN 570	1 unit	31,048.78	18,629.27
1500000234	DWM Kmm	DUPLEX CATRIDGE UNIT TDW 810/50/40	1 unit	-	-
1500000235	DWM Kmm	TWIN F. VERTICAL PRESS LEAF Dual De Press W	1 unit	-	-
1500000623	DWM Kmm	Single Vertical Pressure Leaf Unit/VPL420 Filtrati	1 unit	65,575.00	39,345.00
1500000624	DWM Kmm	Single Vertical Pressure Leaf Unit/VPL420 Filtrati	1 unit	65,575.00	39,345.00
1500000232	DWM Kmm	NETZSCH SUPPLY PUMP	1 unit	-	-
1500000490	DWM Kmm	H900 Tema Conturbex Extractor Dryer	1 unit	22,864.82	9,065.93
1500000605	DWM Kmm	H900 Tema Extractor Model H900, Motor 60HP	1 unit	29,167.86	11,667.14
1500000226	DWM Kmm	SINGLE F.VERTICAL PRESS (Welfab manufacture	1 unit	-	-
1500000227	DWM Kmm	SINGLE F.VERTICAL PRESS (Welfab manufacture	1 unit	-	-
1500000878	UNKNOWN	Fabrication BS EN 12079 skid/frame	1 unit	-	-
1500000222	THAILAND	H900 Tema Cutting Dryer (Thailand)	1 unit	14,480.77	5,784.31
1500000215	DWM Kmm	VACUUM TANKS 15 BARR	1 unit	-	-
1500000589	OBMT Kmm	Aque Shear Mixing Hopper	1 unit	-	-
1500000590	OBMT Kmm	Aqua Shear Mixing Hopper	1 unit	-	-
1500000186	DWM Kmm	ROTODIFF ASSY FOR DE 5N 541	1 unit	-	-
1500000574	DWM Kmm	Aque Shear Mixing Hopper	1 unit	-	-
1500000618	DWM Kmm	Duplex Cartridge Unit	1 unit	17,219.23	10,331.54
1500000819	DWM Kmm	Duplex Cartridge Unit	1 unit	17,219.23	10,331.54
1500000325	DWM (LMP)	Netzsch Progressive Cavity P	1 unit	4,199.00	2,519.40
1500000872	DWM Kmm	SEI Screen Cleaning Machine	1 set	-	-
1500000209	DWM Kmm	DUPLEX CATRIDGE UNIT (Welfab manufactured)	1 unit	-	-
1500000210	DWM Kmm	DUPLEX CATRIDGE UNIT (PWT model)	1 unit	-	-

RENTAL EQUIPMENT

1500000205	DWM Kmm	16"X36' AUGER W/O MOTOR	1 unit	-	-
1500000676	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000788	UNKNOWN	GRINDEX Electrical Submersible Pump Magnum	1 unit	-	-
1500000790	UNKNOWN	GRINDEX Electrical Submersible Pump Magnum	1 unit	-	-
1500000200	DWM Kmm	SEW PARALLEL SHAFT H	1 unit	-	-
1500000364	DWM (LMP)	FHD 1057 Centrifuge 460V	1 unit	63,677.93	25,471.17
1500000196	DWM Kmm	REFURBISH CENTRIFUGE DE1000-FHD00304	1 unit	-	-
1500000197	DWM Kmm	REFURBISH CENTRIFUGE FHD00518	1 unit	-	-
1500000383	DWM (LMP)	Netzsh Mono Pump v Nord Gear Box	1 unit	397.84	159.14
1500000878	UNKNOWN	SondexTitanium plate single heat exch	1 unit	-	-
1500000392	DWM Kmm	Rotodiff Upgrade Kit-G0002336 Light Weight	1 unit	-	-
1500000592	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000586	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000496	DWM Kmm	Refurbishment CRI Unit SN:1199&1200	1 unit	-	-
1500000933	DWM Kemama	Netzsch Nemo Pump 83SY7V FP-725	1	16,792.85	6,717.14
1500000934	DWM Kemama	Netzsch Nemo Pump 83SY7V FP-726	1	16,690.74	6,676.29
1500000609	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000604	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000190	DWM Kmm	CARGO CONTAINER-8X8	1 unit	-	-
1500000935	DWM Kemama	Netzsch Nemo Pump 63SY7V FP-727	1	15,257.40	6,102.96
1500000658	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000802	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000527	DWM Kmm	SKID Fabricate Dual Centrifuge Skid	1 unit	-	-
1500000553	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000692	DWM Kmm	10" Tubular Auger	1 unit	-	-
1500000693	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000601	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000485	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000753	DWM Kmm	VPL 600 DE Single Port	1 set	9,180.40	3,672.16
1500000389	DWM Kmm	NETZSCH Pump NM063,	1 unit	-	-
1500000018	THAILAND	NETZSCH S.PUMP SN MA	1 unit	4,383.69	1,753.48
1500000317	THAILAND	Progressive Cavity P	1 unit	4,347.00	2,608.20
1500000323	Oman	Progressive Cavity P (Oman)	1 unit	-	-
1500000138	DWM Kmm	REFURBISH CENTRIFUGE DE1000 SN339 (Also kn	1 unit	-	-
1500000598	THAILAND	NETZSCH Nemo Pump NM063SY01106B	1 unit	6,150.00	3,690.00
1500000160	DWM Kmm	STAND CENTRIFUGE - walk aro	1 unit	-	-
1500000163	DWM Kmm	10 HP 7.5KW EXPL PRDO	1 unit	-	-

RENTAL EQUIPMENT

1500000679	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000680	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000681	DWM Kmm	10" Tubular Auger	1 unit	-	-
1500000682	DWM Kmm	10" Tubular Auger	1 unit	-	-
1500000549	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000551	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000552	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000599	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000600	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000155	THAILAND	NETZSCH Pump	1 unit	-	-
1500000436	DWM Kmm	12" Auger x 3" Complete Housing & Scroll	1 unit	-	-
1500000162	DWM Kmm	10 HP EXPLOSION PROOF	1 unit	-	-
1500000532	THAILAND	Tubular Auger 10" x 4ft - Fabricate	1 unit	-	-
1500000642	DWM Kmm	Big Bowl Centrifuge Stand	1 unit	-	-
1500000151	DWM Kmm	CONTROL STATIDN 480V	1 unit	-	-
1500000149	DWM Kmm	KILLARK EXPLOSION PR Control Panel for Augers	1 unit	-	-
1500000150	DWM Kmm	ROSSI HELICAL GEAR R	1 unit	-	-
1500000319	DWM Kmm	Graco Bulldog	1 unit	3,041.79	1,216.72
1500000013	DWM Kmm	DESILTER 20X 4" DERR	1 unit	-	-
1500000754	DWM Kmm	DE Press Filtration Single Port w Skid	1 set	5,776.00	2,310.40
1500000755	DWM Kmm	DE Press Filtration Single Port w Skid	1 set	5,776.00	2,310.40
1500000806	DWM Kmm	Graco Hydra Clean	1 set	5,539.37	2,215.75
1500000807	DWM Kmm	Graco Hydra Clean	1 set	5,539.37	2,215.75
1500000808	DWM Kmm	Graco Hydra Clean	1 set	5,539.37	2,215.75
1500000810	DWM Kmm	Graco Hydra Clean	1 set	5,539.37	2,215.75
1500000811	DWM Kmm	Graco Hydra Clean	1 set	5,539.37	2,215.75
1500000813	THAILAND	Graco Hydra Clean	1 set	5,539.37	2,215.75
1500000656	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000657	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000734	DWM Kmm	12" x 12ft Auger with Inlet discharge chute & chain	1 unit	-	-
1500000603	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000139	DWM Kmm	10 HP 7.5KW EXPLOSION	1 unit	-	-
1500000135	DWM Kmm	Mini HIPPO Vacuum Pump	1 unit	-	-
1500000395	DWM Kmm	Retrofit Kit (Rotodiff Upgrade Kit)	1 unit	-	-
1500000396	DWM Kmm	Retrofit Kit (Rotodiff Upgrade Kit)	1 unit	-	-
1500000533	DWM Kmm	Inv#1419/1432-11-Welfab-DNV Cargo-ER: 008/11	1 unit	-	-
1500000128	DWM Kmm	10 HP	1 unit	-	-

RENTAL EQUIPMENT

1500000391	DWM Kmm	Rotodiff Upgrade Kit-G0002336 Light Weight	1 unit	-	-
1500000133	DWM Kmm	10 HP EXPLOSION PROOF	1 unit	-	-
1500000556	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000634	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000125	DWM Kmm	10-1 PRESIDENT HYDRA	1 unit	2,141.05	856.42
1500000126	DWM Kmm	10-1 PRESIDENT HYDRA	1 unit	2,141.05	856.42
1500000757	DWM Kmm	Dual Catridge Port	1 set	-	-
1500000756	DWM Kmm	Dual Catridge Port	1 set	5,277.50	3,166.50
1500000758	DWM Kmm	TDW 810-05 Dual Catridge Port	1 set	-	-
1500000641	DWM Kmm	SKID H900 Cutting Dryer Skid	1 unit	-	-
1500000595	DWM Kmm	Separator Tank (8' x 4' x 4')	1 unit	-	-
1500000114	DWM Kmm	REFURBISH DE1000 FHD543	1 unit	-	-
1500000818	DWM Kmm	Control Panel 98/ST 100HP Killark	1 set	-	-
1500000819	THAILAND	Control Panel 98/ST 100HP Killark	1 set	-	-
1500000109	DWM Kmm	8.5HP,6.5KW,460V EP	1 unit	-	-
1500000108	DWM Kmm	EXPL PROFF ELEC MOTO	1 unit	-	-
1500000445	THAILAND	NETZSCH Monopump c/w Flender Varb Sped Helica	1 unit	-	-
1500000444	DWM Kmm	NETZSCH Monopump c/w Flender Varb Sped Helica	1 unit	1,567.50	627.00
1500000106	DWM Kmm	Wilden Pump 8	1 unit	-	-
1500000104	DWM Kmm	20 HP	1 unit	-	-
1500000283	DWM Kmm	H900 Cutting Dryer Extractor Dryer - Inward Freight	1 unit	-	-
1500000101	DWM Kmm	20 HP,15KW,460V EP E.	1 unit	-	-
1500000100	DWM Kmm	20 HP 460V 3 PHASE MO	1 unit	-	-
1500000098	DWM Kmm	SEW HELICAL GEAR RED	1 unit	-	-
1500000097	DWM Kmm	10 HP 460V 3 PHASE EX BARTEC VARNOST	1 unit	-	-
1500000792	UNKNOWN	MAGNUM Control Panel	1 unit	-	-
1500000793	UNKNOWN	MAGNUM Control Panel	1 unit	-	-
1500000092	DWM Kmm	Fabrication of centr	1 unit	-	-
1500000093	DWM Kmm	Fabrication of Centr	1 unit	-	-
1500000094	DWM Kmm	Fabrication of centr	1 unit	-	-
1500000095	DWM Kmm	Fabrication of Centr	1 unit	-	-
1500000635	DWM Kmm	Space Saver Centrifugal Pump w Skid	1 unit	-	-
1500000087	DWM Kmm	Graco 10 Pressure Washer	1 unit	1,071.36	428.55
1500000088	DWM Kmm	Graco 10 Pressure Washer	1 unit	1,071.36	428.55
1500000089	DWM Kmm	Graco Hydra Clean 12:1	1 unit	1,071.36	428.55
1500000700	DWM Kmm	Effluent Tank Dryer	1 unit	-	-
1500000701	DWM Kmm	Effluent Tank Dryer	1 unit	-	-

RENTAL EQUIPMENT

1500000702	DWM Kmm	Effluent Tank Dryer	1 unit	-	-
1500000703	DWM Kmm	Effluent Tank Dryer	1 unit	-	-
1500000629	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000630	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000577	DWM Kmm	Skimmer Tank (4'L x 4'W x 4'H)	1 unit	-	-
1500000578	DWM Kmm	Skimmer Tank (4'L x 4'W x 4'H)	1 unit	-	-
1500000579	DWM Kmm	Skimmer Tank (4'L x 4'W x 4'H)	1 unit	-	-
1500000580	DWM Kmm	Skimmer Tank (4'L x 4'W x 4'H)	1 unit	-	-
1500000581	DWM Kmm	Skimmer Tank (4'L x 4'W x 4'H)	1 unit	-	-
1500000582	DWM Kmm	Skimmer Tank (4'L x 4'W x 4'H)	1 unit	-	-
1500000583	DWM Kmm	Skimmer Tank (4'L x 4'W x 4'H)	1 unit	-	-
1500000758	DWM Kmm	TDW 610-05 Dual Catridge Port w Skid	1 set	2,127.75	1,276.65
1500000755	DWM Kmm	DE Press Filtration System Single Port	1 set	1,702.20	680.88
1500000754	DWM Kmm	DE Press Filtration System Single Port	1 set	1,702.20	680.88
1500000753	DWM Kmm	VPL 600 DE Single Port w Skid	1 set	1,702.20	680.88
1500000666	DWM Kmm	16" x 12ft Auger	1 unit	-	-
1500000672	DWM Kmm	16" x 12ft Auger	1 unit	-	-
1500000757	DWM Kmm	Dual Catridge Port (repair & modify with skid)	1 set	-	-
1500000756	DWM Kmm	Dual Catridge Port (repair & modify with skid)	1 set	2,118.13	1,270.88
1500000077	DWM Kmm	Wilden Pump 8	1 unit	-	-
1500000078	DWM Kmm	Wilden Pump 8	1 unit	-	-
1500000079	DWM Kmm	Wilden Pump 8	1 unit	-	-
1500000297	DWM Kmm	10 HP CMG Explosion Proof	1 unit	-	-
1500000529	DWM Kmm	Inv#9407-CKJ-Sarapar Tank (DWM) ER009/11	1 unit	-	-
1500000591	DWM Kmm	Effluent Tank SWL:1.5 MT (4' x 4' x 4')	1 unit	-	-
1500000771	DWM Kmm	Wilden Pump 15-11800	1 unit	1,520.00	912.00
1500000772	DWM Kmm	Wilden Pump 15-11800	1 unit	1,520.00	912.00
1500000773	DWM Kmm	Wilden Pump 15-11800	1 unit	1,140.00	456.00
1500000606	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000076	DWM Kmm	Pume 10HP Air Compressor	1 unit	-	-
1500000073	DWM Kmm	20 HP	1 unit	-	-
1500000416	DWM Kmm	16" x 12ft Auger Scroll	1 unit	-	-
1500000417	DWM Kmm	16" x 12ft Auger Scroll	1 unit	-	-
1500000418	DWM Kmm	16" x 12ft Auger Scroll	1 unit	-	-
1500000419	DWM Kmm	16" x 12ft Auger Scroll	1 unit	-	-
1500000420	DWM Kmm	16" x 12ft Auger Scroll	1 unit	-	-
1500000421	DWM Kmm	16" x 12ft Auger Scroll	1 unit	-	-

RENTAL EQUIPMENT

1500000422	DWM Kmm	16" x 12ft Auger Scroll	1 unit	-	-
1500000423	DWM Kmm	16" x 12ft Auger Scroll	1 unit	-	-
1500000528	DWM Kmm	Inv#9407-CKJ-Sarapar Tank (DWM) ER009/11	1 unit	-	-
1500000528	DWM Kmm	Inv#9407-CKJ-Sarapar Tank (DWM) ER009/11	1 unit	-	-
1500000070	DWM Kmm	10 HP EXPL. PROOF ELEC	1 unit	-	-
1500000594	DWM Kmm	Weldro WA320 - Welding Machine	1 unit	-	-
1500000006	DWM Kmm	STAND ID SBDE1158 -centrifuge skid	1 unit	-	-
1500000457	DWM Kmm	Wilden Pump 8	1 unit	600.00	240.00
1500000458	DWM Kmm	Wilden Pump 8	1 unit	600.00	240.00
1500000459	DWM Kmm	Wilden Pump 8	1 unit	600.00	240.00
1500000478	DWM Kmm	10 HP Welfab-7.5kw Motor, IIB Exe	1 unit	-	-
1500000479	DWM Kmm	10 HP Welfab-7.5kw Motor, IIB Exe	1 unit	-	-
1500000337	DWM Kmm	165-14 Retort Kit, OFI, 50 ml, 115 Volt	1 unit	-	-
1500000338	DWM Kmm	165-14 Retort Kit, OFI, 50 ml, 115 Volt	1 unit	-	-
1500000801	DWM Kmm	2100Q Portable Turbidimeter (2100Q01)	1 unit	-	-
1500000802	DWM Kmm	2100Q Portable Turbidimeter (2100Q01)	1 unit	-	-
1500000631	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000632	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000633	DWM Kmm	14"x 12ft Auger	1 unit	-	-
1500000057	DWM Kmm	15 HP	1 unit	-	-
1500000058	DWM Kmm	15 HP	1 unit	-	-
1500000059	DWM Kmm	15 HP	1 unit	-	-
1500000060	DWM Kmm	15 HP	1 unit	-	-
1500000298	DWM Kmm	Wilden Pump 8	1 unit	-	-
1500000299	DWM Kmm	Wilden Pump 8	1 unit	-	-
1500000644	DWM Kmm	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
1500000645	DWM Kmm	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
1500000646	DWM Kmm	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
1500000647	DWM Kmm	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
1500000648	DWM Kmm	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
1500000643	DWM Kmm	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
1500000053	DWM Kmm	15 HP Marelli Explosion Pr	1 unit	-	-
1500000054	DWM Kmm	15 HP Marelli Explosion Pr	1 unit	-	-
1500000301	DWM Kmm	10 HP Wem Drive 7.5kw	1 unit	-	-
1500000049	DWM Kmm	15 HP	1 unit	-	-
1500000050	DWM Kmm	15 HP	1 unit	-	-
1500000045	DWM Kmm	15 HP	1 unit	-	-

RENTAL EQUIPMENT

1500000291	DWM Kmm	Graco Air Operated D Pressure Washer	1 unit	430.00	172.00
1500000709	DWM Kmm	Husky Pump 2150 (Inlet / outlet : 2" / 2")	1 unit	-	-
1500000710	DWM Kmm	Husky Pump 2150 (Inlet / outlet : 2" / 2")	1 unit	-	-
1500000711	DWM Kmm	Husky Pump 2150 (Inlet / outlet : 2" / 2")	1 unit	-	-
1500000704	DWM Kmm	Husky Pump 2150 (Inlet / outlet : 2" / 2")	1 unit	-	-
1500000705	DWM Kmm	Husky Pump 2150 (Inlet / outlet : 2" / 2")	1 unit	-	-
1500000706	DWM Kmm	Husky Pump 2150 (Inlet / outlet : 2" / 2")	1 unit	-	-
1500000707	DWM Kmm	Husky Pump 2150 (Inlet / outlet : 2" / 2")	1 unit	-	-
1500000708	DWM Kmm	Husky Pump 2150 (Inlet / outlet : 2" / 2")	1 unit	-	-
1500000668	DWM Kmm	16" x 12ft Auger	1 unit	-	-
1500000669	DWM Kmm	16" x 12ft Auger	1 unit	-	-
1500000674	DWM Kmm	16" x 12ft Auger	1 unit	-	-
1500000675	DWM Kmm	16" x 12ft Auger	1 unit	-	-
1500000265	DWM Kmm	H900 Cutting Dryer Extractor Dryer - Freight	1 unit	267.02	106.81
1500000273	DWM Kmm	Centrifuge (f)	1 unit	-	-
1500000264	DWM Kmm	Graco Bulldog	1 unit	94.26	37.70
1500000263	DWM Kmm	Graco Bulldog	1 unit	62.98	25.19

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140000011	DF Kmm	Marsh Funnel W/Cup	1 unit	1.19	0.59
140000012	DF Kmm	Spatula c/w Spoon En	1 unit	1.26	0.63
140000013	DF Kmm	O' Rings for HPHT st	1 unit	1.34	0.67
140000018	DF Kmm	Pipette Guaduated 1m	1 unit	2.20	1.10
140000024	DF Kmm	Hydrometer 0.6-0.8	1 unit	2.55	1.28
140000025	DF Kmm	Hydrometer 0.8-1.0	1 unit	2.55	1.28
140000026	DF Kmm	Hydrometer 1.0-1.2	1 unit	2.55	1.28
140000027	DF Kmm	Pipette Guaduated 2m	1 unit	2.60	1.30
140000029	DF Kmm	Pipette Guaduated 5m	1 unit	2.80	1.40
140000032	DF Kmm	Pipette Guaduated 10	1 unit	3.10	1.55
140000034	DF Kmm	Measuring Cylinder C	1 unit	3.36	1.68
140000037	DF Kmm	Pipette Stand to hol	1 unit	3.44	1.72
140000040	DF Kmm	Measuring Cylinder C	1 unit	4.08	2.04
140000041	DF Kmm	Measuring Cylinder C	1 unit	4.20	2.10
140000042	DF Kmm	Plastic Sampling Bot	1 unit	4.50	2.25
140000043	DF Kmm	Measuring Cylinder C	1 unit	4.80	2.40
140000047	DF Kmm	Thermo Cup Heater	1 unit	5.00	2.50
140000046	DF Kmm	Mud cups plastic	1 unit	5.24	2.62
140000051	DF Kmm	Viscosity Cup 1000MI	1 unit	5.49	2.75
140000054	DF Kmm	Burette glass	1 unit	5.84	2.92
140000056	DF Kmm	Measuring Cylinder C	1 unit	6.20	3.10
140000062	DF Kmm	Mud Balance w/ case	1 unit	8.07	4.04
140000063	DF Kmm	Measuring Cylinder C	1 unit	8.16	4.08
140000074	DF Kmm	Hot Plate For VG-Met	1 unit	10.55	5.28
140000077	DF Kmm	PH Meter Pen	1 unit	12.20	6.10
140000084	DF Kmm	Pressure Gauge 200PS	1 unit	14.33	7.16
140000085	DF Kmm	Sand Content Test Ki	1 unit	14.48	7.24
140000091	DF Kmm	Thermometer Dial 50-	1 unit	16.24	8.12
140000092	DF Kmm	Thermometer Dial 0-2	1 unit	16.24	8.12
140000095	DF Kmm	Calibration probe F/	1 unit	17.76	8.89
140000099	DF Kmm	Marsh Funnel Viscome	1 unit	18.31	9.15
140000101	DF Kmm	Garret gas train	1 unit	19.19	9.59
140000102	DF Kmm	Marsh funnel viscome	1 unit	19.26	9.63
140000107	DF Kmm	Mud Balance	1 unit	21.53	10.76
140000108	DF Kmm	Mud Balance	1 unit	21.53	10.76
140000110	DF Kmm	Mud Balance	1 unit	21.53	10.76
140000115	DF Kmm	Mud Balance	1 unit	21.53	10.76
140000116	DF Kmm	Mud Balance	1 unit	21.53	10.78
140000127	DF Kmm	Sand content kits	1 unit	26.66	13.44
140000129	DF Kmm	O-Haus Weight Machin	1 unit	28.35	14.18
140000139	DF Kmm	PH Meter Digital	1 unit	34.66	17.33
140000141	DF Kmm	Pressure Gauge 1000P	1 unit	36.30	18.15
140000145	DF Labuan	Custom Tax - for Inv	1 unit	39.37	19.89
140000148	DF Kmm	Retort Kit 20ml	1 unit	40.00	20.00
140000149	DF Kmm	Api Filter Press	1 unit	40.97	20.48
140000155	DF Kmm	MBT Test Kit Complet	1 unit	44.83	22.31

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140000157	DF Kmm	Weighing Scale	1 unit	45.00	22.50
140000166	DF Kmm	Ph meter Complete	1 unit	50.38	25.18
140000177	DF Kmm	Low Temp. Filter Pre	1 unit	59.53	29.76
140000179	DF Kmm	Retort Kit 50ml	1 unit	60.00	30.00
140000188	DF Kmm	Raymond Roller Mill-	1 unit	-	-
140000208	DF Kmm	MBT Test Kit	1 unit	90.09	45.04
140000209	DF Kmm	MBT Test Kit	1 unit	90.09	45.04
140000210	DF Kmm	Pressurized Mud Bala	1 unit	-	-
140000240	DF Kmm	Hygrometer Digital M	1 unit	-	-
140000255	DF Kmm	Hygrometer	1 unit	157.50	78.75
140000256	DF Kmm	Hygrometer	1 unit	157.50	78.75
140000275	DF Kmm	HTHP Filter press	1 unit	-	-
140000287	DF Kmm	API Filter Press c/w	1 unit	-	-
140000308	DF Kmm	Garret Gas Train com	1 unit	237.62	118.81
140000312	DF Kmm	Retort kit 10ml 185-	1 unit	-	-
140000315	DF Kmm	Pressurised Mud Bala	1 unit	260.77	130.38
140000316	DF Kmm	Garret Gas Train com	1 unit	262.59	131.30
140000317	DF Kmm	Density Meter-KYOTO	1 unit	284.60	132.30
140000322	DF Kmm	Raymond roller mill	1 unit	-	-
140000327	DF Kmm	Construct new ladder	1 unit	-	-
140000329	DF Kmm	Diesel Roto Pump MR0	1 unit	-	-
140000330	DF Kmm	VG8 Meter 8 Speed 11	1 unit	-	-
140000331	DF Kmm	HTHP Filter Press Co	1 unit	-	-
140000335	DF Kmm	(3) Bulking System-	1 unit	-	-
140000341	DF Kmm	175-30 Ageing cell	1 unit	387.55	193.78
140000342	DF Kmm	Garret Gas Train Kit	1 unit	775.15	387.58
140000359	DF Kmm	Blanding Machine	1 unit	525.00	262.50
140000362	DF Kmm	Construct mill new b	1 unit	-	-
140000369	DF Kmm	Portable Roller Oven	1 unit	1,263.85	631.93
140000376	DF Kmm	Wilden Pump M8	1 unit	1,481.60	730.80
140000387	DF Kmm	(35) Cargo baskets-	1 unit	-	-
140000394	DF Kmm	(33) Cargo baskets-	1 unit	-	-
140000398	DF Kmm	2nd Hand Silos	1 unit	5,500.00	2,750.00
140000399	DF Kmm	2nd Hand Silos	1 unit	5,500.00	2,750.00
140000399	DF Kmm	2nd Hand Silos	1 unit	3,890.00	1,945.00
140000400	DF Kmm	2nd Hand Silos	1 unit	5,500.00	2,750.00
140000401	DF Kmm	2nd Hand Silos	1 unit	5,500.00	2,750.00
140000416	DF Kmm	Roller oven 4 roll 9	1 unit	-	-
140000422	DF Kmm	Fann Viscometer Mod	1 unit	17,726.31	8,883.16
140000447	DF Kmm	CO2 Pressuring Assem	1 unit	141.10	70.55
140000451	DF Kmm	Retort Chamber w Lid	1 unit	28.38	14.19
140000471	DF Labuan	Mud Balance, 2-Scale	1 unit	56.08	28.04
140000493	DF Labuan	Fann Mud Balance Mod	1 unit	58.24	29.12
140000498	DF Kmm	Pressurized Fluids	1 unit	180.18	90.09
140000511	DF Labuan	Electronic Digital 8	1 unit	127.26	63.63
140000516	DF Labuan	PH Meter in Carrying	1 unit	153.36	76.68

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140000517	DF Labuan	PH Meter in Carrying	1 unit	153.36	76.68
140000518	DF Labuan	PH Meter in Carrying	1 unit	153.36	78.68
140000519	DF Labuan	PH Meter in Carrying	1 unit	153.36	76.68
140000520	DF Labuan	PH Meter in Carrying	1 unit	153.36	76.68
140000523	GRTC	GRTC Hanger Rack Model TK	1 unit	155.70	77.85
140000525	DF Labuan	Electronic Balance,4	1 unit	159.00	79.50
140000527	DF Labuan	Magnetic Stirrer Cor	1 unit	181.78	80.89
140000528	DF Labuan	Magnetic Stirrer Cor	1 unit	161.78	80.89
140000529	DF Labuan	Magnetic Stirrer Cor	1 unit	181.78	80.89
140000530	DF Labuan	Magnetic Stirrer Cor	1 unit	161.78	80.89
140000532	DF Labuan	Hamilton Beach Mixer	1 unit	165.66	82.83
140000533	DF Labuan	Hamilton Beach Mixer	1 unit	165.66	82.83
140000534	DF Labuan	Hamilton Beach Mixer	1 unit	165.66	82.83
140000536	DF Kmm	Hamilton Beach Mixer	1 unit	88.01	43.01
140000537	DF Kmm	Hamilton Beach Mixer	1 unit	88.01	43.01
140000542	DF Kmm	Methylene Blue Test	1 unit	91.84	45.92
140000543	DF Kmm	Methylene Blue Test	1 unit	91.84	45.92
140000544	DF Kmm	Methylene Blue Test	1 unit	91.84	45.92
140000547	DF Labuan	API Filter Press, Be	1 unit	202.76	101.38
140000548	DF Labuan	API Filter Press, Be	1 unit	202.76	101.38
140000549	DF Labuan	API Filter Press, Be	1 unit	202.76	101.38
140000550	DF Labuan	API Filter Press,w C	1 unit	210.55	105.26
140000554	DF Kmm	API Filter Press c/w	1 unit	105.26	52.64
140000555	DF Labuan	OFITE API Filter Pre	1 unit	212.91	106.45
140000556	DF Labuan	OFITE API Filter Pre	1 unit	212.91	106.45
140000557	DF Kmm	Aging Cell, 303 Stai	1 unit	-	-
140000558	DF Kmm	Aging Cell, 303 Stai	1 unit	232.50	116.25
140000564	DF Kmm	Digital Hygrometer,	1 unit	136.97	68.48
140000565	DF Kmm	Digital Hygrometer,	1 unit	138.97	68.48
140000566	DF Labuan	Ohaus Electronic Bal	1 unit	291.19	145.59
140000567	DF Labuan	Ohaus Electronic Bal	1 unit	291.19	145.59
140000568	DF Kmm	Garret Gas Train	1 unit	830.45	415.22
140000570	GRTC	GRTC Hamilton Beach Mixer	1 unit	321.00	160.50
140000574	DF Kmm	Aging Cell, 316 Stai	1 unit	354.35	177.18
140000575	DF Kmm	Aging Cell, 316 Stai	1 unit	354.35	177.18
140000576	DF Kmm	Aging Cell, 316 Stai	1 unit	354.35	177.18
140000581	GRTC	GRTC 1 unit Digital Overh	1 unit	395.00	197.50
140000582	DF Kmm	Fabricate Piping	1 unit	-	-
140000583	DF Kmm	Cell Assembly, compl	1 unit	206.99	103.50
140000584	DF Kmm	Cell Assembly, compl	1 unit	206.99	103.50
140000585	GRTC	GRTC Precision Top Pan Ba	1 unit	425.00	212.50
140000586	DF Kmm	Pressurized Mud Bala	1 unit	426.44	213.22
140000588	DF Kmm	Pressurized Mud Bala	1 unit	426.44	213.22
140000592	DF Kmm	Emulsion Stability M	1 unit	215.27	107.63
140000593	DF Kmm	Emulsion Stability M	1 unit	215.27	107.63
140000594	DF Labuan	Emulsion Stability M	1 unit	430.54	215.27

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140000595	DF Labuan	Emulsion Stability M	1 unit	430.54	215.27
140000596	DF Labuan	Emulsion Stability M	1 unit	430.54	215.27
140000597	DF Labuan	Emulsion Stability M	1 unit	430.54	215.27
140000598	DF Kmm	Portable Roller Oven	1 unit	1,192.17	596.09
140000602	DF Kmm	Heating Jacket & Sta	1 unit	443.27	221.63
140000603	DF Kmm	Heating Jacket & Sta	1 unit	443.27	221.63
140000605	DF Kmm	Turbidimeter (NTU)	1 unit	234.97	117.48
140000606	GRTC Shah Alam	GRTC Analytical Balance-In	1 unit	490.00	245.00
140000607	GRTC	GRTC Liquid Storage Cabi	1 unit	503.70	251.85
140000610	GRTC	GRTC Circulating Water Bat	1 unit	685.00	342.50
140000611	DF Kmm	Diesel Skid Tank	1 unit	705.00	352.50
140000612	DF Kmm	Diesel Skid Tank	1 unit	705.00	352.50
140000613	DF Kmm	Diesel Skid Tank	1 unit	352.50	176.25
140000614	GRTC Shah Alam	GRTC Pensky Martens Flash	1 unit	372.22	186.11
140000616	DF Kmm	Loadcell GD 100Tan	1 unit	-	-
140000617	DF Kmm	Loadcell GD 100Tan	1 unit	-	-
140000619	DF Kmm	Garret Gas Train, Co	1 unit	862.36	431.18
140000620	DF Kmm	Garret Gas Train, Co	1 unit	862.36	431.18
140000621	DF Kmm	6-Speed Viscometer	1 unit	615.05	307.52
140000626	DF Labuan	Silverson L4RT Lab M	1 unit	1,188.60	594.40
140000632	DF Labuan	6-Speed Viscometer.	1 unit	1,207.92	603.96
140000633	DF Labuan	6-Speed Viscometer.	1 unit	1,207.92	603.96
140000634	DF Labuan	6-Speed Viscometer.	1 unit	1,207.92	603.96
140000636	DF Kmm	Fann Viscometer, Mod	1 unit	627.17	313.59
140000637	DF Kmm	Fann Viscometer, Mod	1 unit	627.17	313.59
140000639	DF Labuan	6-Speed Viscometer,	1 unit	1,254.34	627.17
140000640	DF Labuan	6-Speed Viscometer,	1 unit	1,254.34	627.17
140000641	DF Labuan	6-Speed Viscometer,	1 unit	1,254.34	627.17
140000642	DF Kmm	6-Speed Viscometer,	1 unit	627.17	313.59
140000643	DF Kmm	6-Speed Viscometer,	1 unit	627.17	313.59
140000644	DF Kmm	6-Speed Viscometer,	1 unit	627.17	313.59
140000645	DF Kmm	Fann Viscometer, Mod	1 unit	638.96	319.48
140000646	DF Kmm	6-Speed Viscometer,	1 unit	642.72	321.36
140000650	GRTC Shah Alam	GRTC Brookfield LVDV-II+V	1 unit	675.00	337.50
140000651	DF Kmm	LVDV-II+Viscometer	1 unit	675.00	337.50
140000652	DF Kmm	LVDV-II+Viscometer	1 unit	675.00	337.50
140000653	GRTC	GRTC Hamilton Beach Mixer	1 unit	1,360.31	680.15
140000656	DF Kmm	Roller Oven, 4-Rolls	1 unit	1,991.27	995.64
140000657	DF Kmm	4-Roller Oven, 9 Jar	1 unit	7,810.36	3,905.19
140000659	GRTC Shah Alam	GRTC Silverson Lab mixer	1 unit	2,377.60	1,188.80
140000660	DF Kmm	Build P/form Parker	1 unit	-	-
140000661	DF Kmm	Permeability Pluggin	1 unit	2,575.89	1,287.94
140000662	DF Kmm	Permeability Pluggin	1 unit	2,575.89	1,287.94
140000663	GRTC	GRTC 6-Speed 115v, 50HZ,	1 unit	1,309.73	654.86
140000664	DF Kmm	Truck weighing System	1 unit	-	-
140000665	GRTC	GRTC 16 Jr, 5 roller Oven	1 unit	1,494.36	747.18

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1400000667		DWM Kmm	HHP Press Filter	1 unit	3,257.03	1,628.52
1400000668		DF Kmm	Dedusting Unit, 8 ft	1 unit	-	-
1400000669		GRTC Shah Alam	GRTC Dynamic Linear Swell	1 unit	3,390.00	1,695.00
1400000670		DWM Kmm	HHP Press Filter	1 unit	3,445.11	1,722.55
1400000671		GRTC Shah Alam	GRTC Thermal Gravimetric	1 unit	12,610.00	6,305.00
1400000672		GRTC	GRTC 6-Speed 115v, 50HZ,	1 unit	1,898.88	949.44
1400000673		DF Kmm	Single Toggle Jaw Cr	1 unit	-	-
1400000676		GRTC Shah Alam	GRTC PPA Permeabty Plugn	1 unit	7,088.49	3,544.25
1400000679		GRTC	GRTC PANalytical XRD Mo	1 unit	22,500.00	11,250.00
1400000680		GRTC	GRTC 10 units-Speed 115v,	1 unit	8,509.69	3,254.85
1400000681		GRTC	GRTC System A260 Continou	1 unit	7,955.67	3,977.83
1400000682		DF Kmm	Melvern Laser Mester	1 unit	17,374.50	8,887.25
1400000683		DF Kmm	Mastersizer 2000E Sy	1 unit	10,081.50	5,040.75
1400000684		DF Kmm	Fabricate & install Silo Equipment	1 unit	47,880.00	23,945.00
1400000685		DF Kmm	6 Speed 115 V 50 Hz Viscometer	1 unit	655.20	327.60
1400000686	MYR4	DF Labuan	Matarsizer 2000E Optical Bench	1 unit	-	-
1400000696		PDDF	Blending Mixer Tank-Blending Plant	1 unit	-	-
1400000697	MYR5	DWM Labuan	Sothorn cross ISO End Suction Bare S	1 unit	-	-
1400000698	MYR5	DWM Labuan	Sothorn cross ISO End Suction Bare S	1 unit	-	-
1400000703	MYR5	DWM Labuan	DF0-S25 Pump repair kit	1 unit	-	-
1400000704	MYR5	DWM Labuan	Fabricate MSB-150 Shearing Device	1 unit	-	-
1400000705	MYR5	DWM Labuan	Graco Bulldog 10:1 Hydra Clean	1 unit	-	-
1400000706	MYR4	DF Labuan	Wultech Strech Wrapping Machines - W	1 unit	-	-
1400000707	MYR1	GRTC	GRTC-5 Roller Oven with Pro Gramma	1 unit	1,879.20	939.60
1400000708	MYR2	DF Kmm	Fabricate New Rockcatcher	1 unit	562.50	281.25
1400000709	MYR2	DF Kmm	50ml Retort Kit	1 unit	2,187.23	1,083.62
1400000710	MYR1	GRTC	GRTC-Model Lart Mixer w.digital tchn	1 unit	881.50	440.75
1400000711	MYR5	DWM Labuan	Pipe 2, 1/2, 1 Beam, Rail 2" - Labuan W	1 unit	-	-
1400000712	MYR5	DWM Labuan	Hollow 2" x 2" & Welding 2" x 2" - Lebu	1 unit	-	-
1400000713	MYR5	DWM Labuan	Hollow 4" x 4" x 3mm, Grating, Welding	1 unit	-	-
1400000727	MYR4	DF Labuan	Thermocup with w/removable stainless	1 unit	-	-
1400000728	MYR4	DF Labuan	Thermocup with w/removable stainless	1 unit	-	-
1400000729	MYR4	DF Labuan	Thermocup with w/removable stainless	1 unit	-	-
1400000730	MYR4	DF Labuan	Thermocup with w/removable stainless	1 unit	-	-
1400000731	MYR4	DF Labuan	Single Spindle Hamilton Beach Mixer M	1 unit	-	-
1400000732	MYR4	DF Labuan	Single Spindle Hamilton Beach Mixer M	1 unit	-	-
1400000733	MYR4	DF Labuan	Single Spindle Hamilton Beach Mixer M	1 unit	-	-
1400000734	MYR4	DF Labuan	Single Spindle Hamilton Beach Mixer M	1 unit	-	-
1400000741	MYR2	DF Kmm	Wulftch Strech Wrapping Machine WL	1 unit	-	-
1400000742	MYR2	DF Kmm	Alfagomma Hose 4" 10 Bar T766	1 unit	375.00	187.50
1400000743	MYR2	DF Kmm	Submersible Pump Auto 240v c/w 2 m	1 unit	-	-
1400000744	MYR2	DF Kmm	Digital Tachometer Prova	1 unit	48.50	23.25
1400000745	MYR3	DWM Kmm	Repairing Bowl Assembly DE-1000 FHL	1 unit	-	-
1400000781	MYR2	DF Kmm	OFI 4 Scale Mud Balance, Machined A	1 unit	26.96	13.48
1400000782	MYR2	DF Kmm	OFI 4 Scela Mud Balance, Machined A	1 unit	26.96	13.48
1400000763	MYR2	DF Kmm	OFI 4 Scale Mud Balance, Machined A	1 unit	26.98	13.48

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140000764	MYR2	DF Kmm	OFI 4 Scale Mud Balance, Machined A	1 unit	26.96	13.48
140000785	MYR2	DF Kmm	"Tru Wate" Pressurized Fluids Density	1 unit	369.11	184.55
140000767	MYR2	DF Kmm	CO2 Pressuring Assembly c/w Top cap	1 unit	144.53	72.28
140000789	MYR2	DF Kmm	6-Speed 115V, 80Hz Viscometer M35A	1 unit	853.13	326.56
140000770	MYR2	DF Kmm	6-Speed 115V, 60Hz Viscometer M35A	1 unit	853.13	328.56
140000771	MYR2	DF Kmm	6-Speed 115V, 60Hz Viscometer M35A	1 unit	671.10	335.55
140000772		GRTC Sheh Alam	GRTC -Moisture Balance	1 unit	693.00	346.50
140000773	MYR2	DF Kmm	6-Speed 115V, 50Hz Viscometer M35A	1 unit	653.13	328.56
140000774	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000775	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000776	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000777	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000778	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000779	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000780	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000781	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000782	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000783	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000784	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000785	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000786	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000787	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000788	MYR3	DWM Kmm	Hanger Bush-12" scroll	1 unit	27.50	13.75
140000790	MYR1	GRTC	GRTC-Survey Meter Monitor 4EC	1 unit	84.60	32.30
140000792		GRTC	GRTC-AND Electronic Weighing Scale	1 unit	170.00	85.00
140000793	MYR2	DF Kmm	Installation of Canvas for Barite Silo	2 unit	-	-
140000794	MYR1	GRTC	GRTC-Endecotts Digital Sieve Shaker-	1 unit	410.00	205.00
140000795	MYR1	GRTC	GRTC-Portable Turbidity Meter	1 unit	469.96	234.98
140000796	MYR2	DF Kmm	Install Plate Silo	2 unit	5,160.00	2,580.00
140000802	MYR4	DF Labuan	Portable Centrifuge Unit	1 unit	-	-
140000803	MYR4	DF Labuan	Portable Centrifuge Unit	1 unit	-	-
140000804	MYR4	DF Labuan	Portable Centrifuge Unit	1 unit	-	-
140000805	MYR4	DF Labuan	Portable Centrifuge Unit	1 unit	-	-
140000806	MYR4	DF Labuan	Electronic Balance Ohaus	1 unit	-	-
140000807	MYR4	DF Labuan	Electronic Balance Ohaus	1 unit	-	-
140000808	MYR4	DF Labuan	Electronic Balance Ohaus	1 unit	-	-
140000809	MYR4	DF Labuan	Electronic Balance Ohaus	1 unit	-	-
140000810	MYR4	DF Labuan	Electronic Balance Ohaus	1 unit	-	-
140000811	MYR4	DF Labuan	Garret Gas Train w Case (GGT)	1 unit	-	-
140000812	MYR4	DF Labuan	Garret Gas Train w Case (GGT)	1 unit	-	-
140000813	MYR4	DF Labuan	Garret Gas Train w Case (GGT)	1 unit	-	-
140000814	MYR4	DF Labuan	50ml Retort Kit w Stainless Staal	1 unit	-	-
140000815	MYR4	DF Labuan	50ml Retort Kit w Stainless Steel	1 unit	-	-
140000816	MYR4	DF Labuan	50ml Retort Kit w Stainless Steel	1 unit	-	-
140000817	MYR4	DF Labuan	50ml Retort Kit w Stainless Steel	1 unit	-	-
140000818	MYR4	DF Labuan	50ml Retort Kit w Stainless Steel	1 unit	-	-

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140000819	MYR4	DF Labuan	HPHT Filter Press, 250ml, 1500psi, 115	1 unit	-	-
140000820	MYR4	DF Labuan	HPHT Filter Press, 250ml, 1500psi, 115	1 unit	-	-
140000821	MYR4	DF Labuan	HPHT Filter Press, 250ml, 1500psi, 115	1 unit	-	-
140000827	MYR4	DF Labuan	Hamilton Beach Mixer	1 unit	-	-
140000828	MYR4	DF Labuan	Hamilton Beach Mixer	1 unit	-	-
140000834	MYR1	GRTC	GRTC-Olympus Camera	1 unit	86.45	43.23
140000835	MYR1	GRTC	GRTC-Gas Piping Extension	1 unit	525.00	262.50
140000836	MYR1	GRTC	GRTC-Laboratory Benches & Mechanic	1 unit	4,828.80	2,314.40
140000837	MYR1	GRTC	GRTC-8 Speed Viscometer Fann 50Hz	1 unit	697.69	348.85
140000838	MYR1	GRTC	GRTC-8 Speed Viscometer Fann 50Hz	1 unit	697.69	348.85
140000839	MYR1	GRTC	GRTC-HTHP Filter Press 230V w/o Cas	1 unit	1,369.17	684.58
140000840	MYR1	GRTC	GRTC-HTHP Filter Press 230V w/o Cas	1 unit	1,369.17	684.58
140000841	MYR1	GRTC	GRTC-Hamilton Beach Mixer w Contair	1 unit	95.83	47.91
140000842	MYR1	GRTC	GRTC-Hamilton Beach Mixer w Contair	1 unit	95.83	47.91
140000843	MYR1	GRTC	GRTC-Muffle Furnace	1 unit	296.90	148.45
140000844	MYR1	GRTC	GRTC-Dessicators	1 unit	134.30	67.15
140000845	MYR1	GRTC	GRTC-Mortar & Pestle	1 unit	139.80	69.90
140000848	MYR1	GRTC	GRTC-Frosted Glass	1 unit	12.05	6.03
140000847	MYR1	GRTC	GRTC-Grinder	1 unit	1,626.20	813.10
140000848	MYR3	DWM Kmm	Power Pallet Truck	1 unit	314.15	157.08
140000849	MYR3	DWM Kmm	Hoist Light Craina System	1 unit	-	-
140000850	MYR3	DWM Kmm	Water Tank	1 unit	-	-
140000851	MYR1	GRTC	GRTC-Gas Monitor 4 - Gas Micro	1 unit	186.00	93.00
140000852	MYR1	GRTC	GRTC-Polymer Test Kit Clapper Type 2	1 unit	707.97	353.99
140000880	MYR9	DF Kmm	Pump, Cent, Hi, Seal Steak-864	1 unit	563.45	281.72
140000881	MYR9	DF Kmm	Pump, Cent, Hi, Seal Steak-864	1 unit	563.45	281.72
140000882	MYR9	DF Kmm	ORIMAS Grass Cutting Machine	1 unit	34.50	17.25
140000868	MYR9	DF Kmm	Piping For Mud Tank	1 unit	-	-
140000869	MYR9	DF Kmm	Piping work for Mud Tank	1 unit	-	-
140000870	MYR9	DF Kmm	Mud Silo	1 unit	1,900.00	950.00
140000871	MYR9	DF Kmm	Piping For Mud Tank	1 unit	-	-
140000873	MYR9	DF Kmm	Diesel Driven Centrifugal - Pump	1 unit	3,250.00	1,625.00
140000875	MYR9	DF Kmm	OBM Tank Faoundation	1 unit	-	-
140000876	MYR9	DF Kmm	OBM Tank Faoundation	1 unit	-	-
140000877	MYR9	DF Kmm	OBM Tank Faoundation	1 unit	-	-
140000878	MYR9	DF Kmm	OBM Tank Faoundation	1 unit	-	-
140000879	MYR9	DF Kmm	Piping Mud Tank	1 unit	-	-
140000882	MYR9	LMP Kmm	Silo	1 unit	-	-
140000887	MYR9	DF Kmm	Install Strip to Link OBMT silo	1 unit	225.00	112.50
140000888	MYR9	DF Kmm	Pipe Line Works for Mud Plant	1 unit	-	-
140000891	MYR9	DF Kmm	Mud Tank - Brine Tank	1 unit	835.00	417.50
140000892	MYR9	DF Kmm	Mud Plant - Overflow ppling	1 unit	718.24	359.32
140000894	MYR9	DF Kmm	Additional Lina to Jetty	1 unit	-	-
140000895	MYR9	DF Kmm	Mud Plant Extension	1 unit	-	-
140000898	MYR9	DF Kmm	Mud Plant Extension	1 unit	-	-
140000898	MYR9	DF Kmm	STG Centrifugal Pump	1 unit	711.87	355.94

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1400000900	MYR9	DF Kmm	Slope Bottom Mud Tank	1 unit	460.00	230.00
1400000902	MYR9	DF Kmm	Venturi w/o Hopper	1 unit	1,309.76	654.88
1400000903	MYR9	DF Kmm	Sharing Device	1 unit	2,548.14	1,273.07
1400000904	MYR9	DF Kmm	Custom Made Mud Hopper	1 unit	1,710.00	855.00
1400000905	MYR9	DF Kmm	Electric Conn Control Panel	1 unit	1,169.38	584.89
1400000906	MYR9	DF Kmm	Skid Base and Motor	1 unit	150.00	75.00
1400000907	MYR9	DF Kmm	Electric Conn Control Panel	1 unit	880.80	440.30
1400000908	MYR9	DF Kmm	Mud Plant Instalation	1 unit	1,109.14	554.57
1400000909	MYR9	DF Kmm	40 pipe for suction lifa	1 unit	4,488.00	2,244.00
1400000913	MYR9	DF Kmm	8 units bbis Mud Tank	1 unit	-	-
1400000914	MYR9	DF Kmm	8 units 25hp Motor Agitator	1 unit	10,200.00	5,100.00
1400000915	MYR9	DF Kmm	Pump Mechanical Seal	1 unit	4,880.00	2,440.00
1400000918	MYR9	DF Kmm	Footing, Foundation	1 unit	-	-
1400000917	MYR9	DF Kmm	Foundation work at LMP Area	1 unit	-	-
1400000918	MYR9	DF Kmm	Additional Platform	1 unit	275.00	137.50
1400000920	MYR9	DF Kmm	Work for Base kid end stairway	1 unit	4,460.00	2,230.00
1400000921	MYR9	DF Kmm	Centrifuge Stend	1 unit	1,427.00	713.50
1400000922	MYR9	DF Kmm	Modification Brine Tank	1 unit	337.50	168.75
1400000925	MYR9	DF Kmm	Centrifuge Pump	1 unit	1,271.28	635.64
1400000926	MYR9	DF Kmm	Modification Brine Tank	1 unit	1,019.25	509.63
1400000927	MYR9	DF Kmm	Mild Steel Flange	1 unit	1,506.50	753.25
1400000928	MYR9	DF Kmm	Tank Modification	1 unit	-	-
1400000929	MYR9	DF Kmm	Mobile ISO Tank 180bbl	1 unit	4,345.00	2,172.50
1400000930	MYR9	DF Kmm	Mobile ISO Tank 180bbl	1 unit	4,345.00	2,172.50
1400000931	MYR9	DF Kmm	Mobile ISO Tank 180bbl	1 unit	4,345.00	2,172.50
1400000932	MYR9	DF Kmm	Mobile ISO Tank 180bbl	1 unit	10,533.75	5,266.88
1400000933	MYR9	DF Kmm	Mobile ISO Tank 180bbl	1 unit	4,345.00	2,172.50
1400000934	MYR9	DF Kmm	Mobile ISD Tank 180bbl	1 unit	4,345.00	2,172.50
1400000935	MYR9	DF Kmm	Mobile ISO Tank 180bbl	1 unit	4,345.00	2,172.50
1400000936	MYR9	DF Kmm	Mobile ISO Tank 180bbl	1 unit	10,681.25	5,340.63
1400000937	MYR9	DF Kmm	Mobile ISO Tank 180bbl	1 unit	4,345.00	2,172.50
1400000938	MYR9	DF Kmm	Mobile ISO Tank 180bbl	1 unit	4,345.00	2,172.50
1400000939	MYR9	DF Kmm	Graco Diaphragm Pump 3"	1 unit	-	-
1400000940	MYR9	DF Kmm	Pump, M/Seal 6x4x14	1 unit	1,368.59	684.30
1400000941	MYR9	DF Kmm	Diesel Pump c/w Motor & Meter	1 unit	355.00	177.50
1400000942	MYR9	DF Kmm	Generator Pump Housa	1 unit	112.50	56.25
1400000943	MYR9	DF Kmm	Portable Electronic Balance	1 unit	130.00	65.00
1400000944	MYR9	DF Kmm	Top Loading Balance	1 unit	217.50	108.75
1400000948	MYR9	DF Kmm	Fabricate Hooper	1 unit	813.20	406.60
1400000951	MYR9	DF Kmm	Lay Centrifuge Cable at LMP	1 unit	275.00	137.50
1400000952	MYR9	DF Kmm	50ml Standard Retort Kit w Stainless S	1 unit	585.43	292.71
1400000953	MYR9	DF Kmm	Install Separar Line	1 unit	302.50	151.25
1400000954	MYR9	DF Kmm	Metal Halide Floodlight	1 unit	367.80	183.90
1400000955	MYR9	DF Kmm	Alfagomma Hose 3" x 60ft	1 unit	795.00	397.50
1400000956	MYR9	DF Kmm	Alfagomma Hose 3" x 60ft	1 unit	795.00	397.50
1400000957	MYR9	DF Kmm	Johnson Pump	1 unit	1,225.00	612.50

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140000959	MYR1	GRTC	GRTC Stirring Hot Plate	1 unit	92.50	46.25
140000960	MYR1	GRTC	GRTC Filter Press API	1 unit	211.02	105.51
140000981	MYR1	GRTC	GRTC Filter Press API	1 unit	211.02	105.51
140000982	MYR1	GRTC	GRTC Thermocup W/Stainless Steel In	1 unit	182.09	91.05
140000983	MYR1	GRTC	GRTC Thermocup W/Stainless Steel In	1 unit	182.09	91.05
140000964	MYR1	GRTC	GRTC Work Bench For Chiller and C	1 unit	125.00	62.50
140000965	MYR1	GRTC	GRTC Metal Cabinet with Frame	1 unit	84.00	42.00
140000966	MYR1	GRTC	GRTC Metal Cabinet with Frame	1 unit	84.00	42.00
140000967	MYR1	HQ	Aging Cell-Assembly	1 unit	-	-
140000967	MYR1	HQ	Aging Cell-Assembly	1 unit	-	-
140000967	MYR1	HQ	Aging Cell-Assembly	1 unit	-	-
140000967	MYR1	HQ	Aging Cell-Assembly	1 unit	-	-
140000967	MYR1	HQ	Aging Cell-Assembly	1 unit	-	-
140000967	MYR1	HQ	Aging Cell-Assembly	1 unit	-	-
140000967	MYR1	HQ	Aging Cell-Assembly	1 unit	-	-
140000967	MYR1	HQ	Aging Cell-Assembly	1 unit	-	-
140000967	MYR1	HQ	Aging Cell-Assembly	1 unit	-	-
140000967	MYR1	HQ	Aging Cell-Assembly	1 unit	-	-
140000968	MYR9	DF Kmm-OBMT	Fire Alarm	1 unit	-	-
140000969	MYR2	DF Kmm	Heavy Duty IBC Bulki Box	1 unit	980.00	490.00
140000970	MYR2	DF Kmm	Polymer Test Kit-Clapper	1 unit	874.88	437.43
140000971	MYR2	DF Kmm	50ML Retort Kit wt Digital Temperature	1 unit	806.75	403.38
140000972	MYR7	GRTC	GRTC Data Acquisition System Tubing	1 unit	572.69	286.35
140000973	MYR2	DF Kmm	Heavy Duty IBC Bulki Box	1 unit	-	-
140000974	MYR7	GRTC	GRTC Temperature Controller	1 unit	1,016.83	508.42
140000979	MYR5	DWM Labuan	1 x 16 Cone 4" Cone Desilter Manifold	1 unit	-	-
140000980	MYR7	GRTC	GRTC Accumulator for 2000 psig	1 unit	916.23	458.11
140000981	MYR7	GRTC	GRTC Daqlink Temperature Data Logg	1 unit	961.43	480.72
140000982	MYR7	GRTC	GRTC Differential Pressure Transducer	1 unit	458.08	229.04
140000983	MYR3	DWM Kmm	Complete Desilter with part	1 unit	3,143.34	1,571.87
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00
140000985	MYR7	GRTC	GRTC Aging Cells	1 unit	240.00	120.00

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1400000985	MYR7	GRTC	GRTC Aging Cella	1 unit	240.00	120.00
1400000985	MYR7	GRTC	GRTC Aging Cells	1 unit	120.00	60.00
1400000985	MYR7	GRTC	GRTC Aging Cells	1 unit	120.00	60.00
1400000985	MYR7	GRTC	GRTC Aging Cells	1 unit	120.00	60.00
1400000985	MYR7	GRTC	GRTC Aging Cells	1 unit	120.00	60.00
1400000985	MYR7	GRTC	GRTC Aging Cells	1 unit	120.00	60.00
1400000985	MYR7	GRTC	GRTC Aging Cells	1 unit	120.00	60.00
1400000985	MYR7	GRTC	GRTC Aging Cells	1 unit	120.00	60.00
1400000985	MYR7	GRTC	GRTC Aging Cells	1 unit	120.00	60.00
1400000985	MYR7	GRTC	GRTC Aging Cells	1 unit	120.00	60.00
1400000985	MYR7	GRTC	GRTC Aging Cells	1 unit	120.00	60.00
1400000985	MYR7	GRTC	GRTC Aging Cells	1 unit	120.00	60.00
1400000989	MYR2	DF Kmm	Electronic Praclsion Balance(Lab Equip	1 unit	288.60	133.30
1400000990	MYR2	DF Kmm	Blanding Pump	1 unit	1,500.00	750.00
1400000992	MYR2	DF Kmm	Manual Production Screen Tester Mach	1 unit	597.20	296.60
1400000993	MYR7	GRTC Shah Alam	GRTC Mud Testing Kit 115Volt, Comple	1 unit	4,264.45	2,132.22
1400001000	MYR7	GRTC	GRTC Digital Weighing Balance	1 unit	387.00	193.50
1400001001	MYR7	GRTC	GRTC Digital Weighing Balance	1 unit	387.00	193.50
1400001002	MYR7	GRTC	GRTC Survey Meter with Calibration Ca	1 unit	286.19	133.09
1400001003	MYR7	GRTC Shah Alam	GRTC Brookfield UL Adepter	1 unit	613.80	308.90
1400001004	MYR2	DF Kmm	Bagging Platform ER006/11	1 unit	1,050.00	525.00
1400001005	MYR4	DF Labuan	Viscometer Model 35A, 6 Speed 50HZ	1 unit	-	-
1400001005	MYR4	DF Labuan	Viscometer Model 35A, 6 Speed 50HZ	1 unit	-	-
1400001005	MYR4	DF Labuan	Viscometer Model 35A, 6 Speed 50HZ	1 unit	-	-
1400001005	MYR4	DF Labuan	Viscometer Model 35A, 6 Speed 50HZ	1 unit	-	-
1400001006	MYR4	DF Labuan	Retort Kit OFI 50ml with electronic temp	1 unit	-	-
1400001006	MYR4	DF Labuan	Retort Kit OFI 50ml with electronic temp	1 unit	-	-
1400001007	MYR4	DF Labuan	HTHP Filter Press 115V without case	1 unit	-	-
1400001008	MYR4	DF Labuan	Filter Press API,with CO2 pressing ass	1 unit	-	-
1400001008	MYR4	DF Labuan	Filter Press API,with CO2 pressing ass	1 unit	-	-
1400001009	MYR4	DF Labuan	Emulsion Stability Tester	1 unit	-	-
1400001009	MYR4	DF Labuan	Emulsion Stability Tester	1 unit	-	-
1400001010	MYR4	DF Labuan	PH Tester 10,double junction pocket PH	1 unit	-	-
1400001010	MYR4	DF Labuan	PH Tester 10,double junction pocket PH	1 unit	-	-
1400001010	MYR4	DF Labuan	PH Tester 10,double junction pocket PH	1 unit	-	-
1400001010	MYR4	DF Labuan	PH Tester 10,double junction pocket PH	1 unit	-	-
1400001010	MYR4	DF Labuan	PH Tester 10,double junction pocket PH	1 unit	-	-
1400001010	MYR4	DF Labuan	PH Tester 10,double junction pocket PH	1 unit	-	-
1400001010	MYR4	DF Labuan	PH Tester 10,double junction pocket PH	1 unit	-	-
1400001010	MYR4	DF Labuan	PH Tester 10,double junction pocket PH	1 unit	-	-
1400001010	MYR4	DF Labuan	PH Tester 10,double junction pocket PH	1 unit	-	-
1400001010	MYR4	DF Labuan	PH Tester 10,double junction pocket PH	1 unit	-	-
1400001010	MYR4	DF Labuan	PH Tester 10,double junction pocket PH	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-

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1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001011	MYR4	DF Labuan	OFITE 4 Scale metal Mud balance with	1 unit	-	-
1400001012	MYR4	DF Labuan	Tru-wate Pressurized Fluid Density Sca	1 unit	-	-
1400001012	MYR4	DF Labuan	Tru-wate Pressurized Fluid Density Sca	1 unit	-	-
1400001012	MYR4	DF Labuan	Tru-wate Pressurized Fluid Density Sca	1 unit	-	-
1400001012	MYR4	DF Labuan	Tru-wate Pressurized Fluid Density Sca	1 unit	-	-
1400001012	MYR4	DF Labuan	Tru-wate Pressurized Fluid Density Sca	1 unit	-	-
1400001012	MYR4	DF Labuan	Tru-wate Pressurized Fluid Density Sca	1 unit	-	-
1400001012	MYR4	DF Labuan	Tru-wate Pressurized Fluid Density Sca	1 unit	-	-
1400001012	MYR4	DF Labuan	Tru-wate Pressurized Fluid Density Sca	1 unit	-	-
1400001014	MYR4	DF Labuan	Portable centrifuge,place 2 -15ml tubes	1 unit	-	-
1400001015	MYR4	DF Labuan	Permeability Plugging Tester	1 unit	-	-
1400001015	MYR4	DF Labuan	Permeability Plugging Tester	1 unit	-	-
1400001016	MYR4	DF Labuan	Electronic balance (range 0.01g)	1 unit	-	-
1400001019	MYR2	DF Kmm	Magnetic Stirring Hotplate	1 unit	414.00	207.00
1400001020	MYR7	GRTC	GRTC Transfer Lab Equipment to MYR	1 unit	29,187.28	14,593.64
1400001021	MYR7	GRTC	GRTC Transfer Magimix Processor to M	1 unit	115.11	57.56
1400001022	MYR7	GRTC	GRTC Transfer Malvern Masteriser to M	1 unit	26,860.11	13,430.05
1400001023	MYR7	GRTC	GRTC Transfer Auto-Pycnometer to M	1 unit	7,965.57	3,982.78
1400001024	MYR7	GRTC Shah Alam	GRTC Transfer Petrotest Flashpoint to	1 unit	5,355.68	2,677.84
1400001025	MYR7	GRTC	GRTC Transfer Lubrisometer to MYR0	1 unit	10,388.28	5,194.14
1400001026	MYR7	GRTC	GRTC Transfer Clarus 600 GCMS to M	1 unit	23,058.06	11,529.03
1400001027	MYR2	DF Kmm	Bench Top Centrifuge Model 228 11-K	2 units	795.85	397.93
1400001028	MYR7	GRTC	GRTC PHPA Polymer Concentration Ki	1 unit	348.13	174.07
1400001029	MYR7	GRTC	GRTC OFITE KlaGard (Equivalent to S	1 unit	293.44	146.72
1400001030	MYR4	DF Labuan	Septic Tank Expansion project - Wareh	1 unit	-	-
1400001032	MYR2	DF Kmm	To install Load Cell at Silo 2	1 unit	4,100.00	2,050.00
1400001037	MYR2	DF Kmm	Viscometer	1 unit	990.40	495.20
1400001038		GRTC	GRTC-Fann 35 Viscometer F1 Spring	1 unit	3,906.00	1,953.00
1400001039	MYR2	DF Kmm	Gemini EP 250 Water Pump c/w way A	1 unit	-	-
1400001040	MYR2	DF Kmm	DFI 4-Scale Metal Mud Balance with C	1 unit	108.05	54.02
1400001041	MYR2	DF Kmm	DFI 4-Scale Metal Mud Balance with C	1 unit	108.05	54.02
1400001042	MYR2	DF Kmm	DFI 4-Scale Metal Mud Balance with C	1 unit	108.05	54.02
1400001043	MYR2	DF Kmm	DFI 4-Scale Metal Mud Balance with C	1 unit	86.44	43.22
1400001055	MYR2	DF Kmm	6-Spead Viscometar	1 unit	992.26	496.13
1400001056	MYR2	DF Kmm	171-57 High Pressure Regulator Assen	1 unit	423.36	211.68
1400001057	MYR2	DF Kmm	171-57 High Pressure Ragulator Asean	1 unit	423.36	211.68
1400001058	MYR2	DF Kmm	OFITE 4 Scale metal Mud balance with	1 unit	85.48	42.74
1400001059	MYR2	DF Kmm	OFITE 4 Scale metal Mud balance with	1 unit	85.48	42.74
1400001060	MYR2	DF Kmm	OFITE 4 Scale metal Mud balance with	1 unit	85.48	42.74

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1400001061	MYR2	DF Kmm	OFITE 4 Scale metal Mud balance with	1 unit	85.48	42.74
1400001062	MYR2	DF Kmm	171-57 Back Pressure Receiver Compl	1 unit	801.19	300.59
1400001063	MYR2	DF Kmm	171-57 Back Pressure Receiver Compl	1 unit	601.19	300.59
1400001064	MYR2	DF Kmm	Manual Production Screen Tester Mach	1 unit	597.20	298.60
1400001065	MYR4	DF Labuan	Manual Production Screen Tester Mach	1 unit	-	-
1400001066	MYR2	DF Kmm	Stirring Hotplate	1 unit	114.00	57.00
1400001067	MYR2	DF Kmm	Stirring Hotplate	1 unit	114.00	57.00
1400001068	MYR2	DF Kmm	Viscometer Model 35SA, 6 Speed 50HZ	1 unit	990.40	495.20
1400001073	MYR2	DF Kmm	CO2 Pressuring Assembly with Top Ca	1 unit	189.10	94.55
1400001074	MYR2	DF Kmm	CO2 Pressuring Assembly with Top Ca	1 unit	189.10	94.55
1400001075	MYR2	DF Kmm	Portable Balance SHIMADZU ELB 200	1 unit	128.40	64.20
1400001076	MYR2	DF Kmm	Portable Balance SHIMADZU ELB 200	1 unit	128.40	64.20
1400001077	MYR2	DF Kmm	OFI 4 Scale Mud Balance with Case	1 unit	85.74	42.87
1400001078	MYR2	DF Kmm	OFI 4 Scale Mud Balance with Case	1 unit	85.74	42.87
1400001079	MYR2	DF Kmm	OFI 4 Scale Mud Balance with Case	1 unit	85.74	42.87
1400001080	MYR2	DF Kmm	OFI 4 Scale Mud Balance with Case	1 unit	85.74	42.87
1400001081	MYR2	DF Kmm	OFI 4 Scale Mud Balance with Case	1 unit	85.74	42.87
1400001082	MYR2	DF Kmm	OFI 4 Scale Mud Balance with Case	1 unit	85.74	42.87
1400001083	MYR2	DF Kmm	OFI 4 Scale Mud Balance with Case	1 unit	85.74	42.87
1400001084	MYR2	DF Kmm	OFI 4 Scale Mud Balance with Case	1 unit	85.74	42.87
1400001088	MYR2	DF Kmm	6-Speed Viscometer	1 unit	991.37	495.69
1400001089	MYR2	DF Kmm	8-Speed Viscometer	1 unit	991.37	495.89
1400001090	MYR2	DF Kmm	Tru-wate Pressurized Fluid Density Bal	1 unit	550.58	275.29
1400001091	MYR2	DF Kmm	Tru-wate Pressurized Fluid Density Bal	1 unit	550.58	275.29
1400001092	MYR2	DF Kmm	50ml Retort Kit w Stainless Steel Case,	1 unit	654.89	327.45
1400001093	MYR2	DF Kmm	HPHT Filter Press, 175ml, 1500psi, 11	1 unit	785.98	392.99
1400001094	MYR4	DF Labuan	Retort with Temp Controller	1 unit	-	-
1400001095	MYR4	DF Labuan	Retort with Temp Controller	1 unit	-	-
1400001096	MYR4	DF Labuan	Retort with Temp Controller	1 unit	-	-
1400001097	MYR4	DF Labuan	Retort with Temp Controller	1 unit	-	-
1400001098	MYR4	DF Labuan	Heating Jacket	1 unit	-	-
1400001099	MYR4	DF Labuan	Heating Jacket	1 unit	-	-
1400001100	MYR4	DF Labuan	Heating Jacket	1 unit	-	-
1400001101	MYR4	DF Labuan	Heating Jacket	1 unit	-	-
1400001102	MYR4	DF Labuan	Heating Jacket	1 unit	-	-
1400001103	MYR4	DF Labuan	ES Meter	1 unit	-	-
1400001104	MYR4	DF Labuan	ES Meter	1 unit	-	-
1400001105	MYR4	DF Labuan	ES Meter	1 unit	-	-
1400001106	MYR4	DF Labuan	ES Meter	1 unit	-	-
1400001107	MYR4	DF Labuan	ES Meter	1 unit	-	-
1400001108	MYR4	DF Labuan	Fann Viscometer 35A	1 unit	-	-
1400001109	MYR4	DF Labuan	Fann Viscometer 35A	1 unit	-	-
1400001110	MYR4	DF Labuan	Fann Viscometer 35A	1 unit	-	-
1400001111	MYR4	DF Labuan	Fann Viscometer 35A	1 unit	-	-
1400001112	MYR4	DF Labuan	Fann Viscometer 35A	1 unit	-	-
1400001114	MYR4	DF Labuan	Stirring Hot Plate	1 unit	-	-

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1400001115	MYR4	DF Labuan	Stiring Hot Plate	1 unit	-	-
1400001116	MYR4	DF Labuan	Stiring Hot Plate	1 unit	-	-
1400001117	MYR4	DF Labuan	Stiring Hot Plate	1 unit	-	-
1400001118	MYR4	DF Labuan	GGT (Garret Gas Train)	1 unit	-	-
1400001119	MYR4	DF Labuan	GGT (Garret Gas Train)	1 unit	-	-
1400001120	MYR4	DF Labuan	GGT (Garret Gas Train)	1 unit	-	-
1400001122	MYR4	DF Labuan	Production Screen Taster	1 unit	-	-
1400001123	MYR9	OBMT Kmm	Haavy Outy Lab Mixer	1 unit	3,456.29	1,728.15
1400001125	MYR9	LMP Kmm	HPHT Filter Press 175ml	1 unit	-	-
1400001126	MYR9	LMP Kmm	HPHT Filter Press 175ml	1 unit	-	-
1400001127	MYR9	OBMT Kmm	Viscometer 35SA	1 unit	2,734.20	1,367.10
1400001129	MYR2	DF Kmm	OFITE Emulsion Stability Tester w H/L	1 unit	837.71	418.85
1400001130	MYR2	DF Kmm	Bench Top Centrifuge	1 unit	1,080.09	540.04
1400001139	MYR2	DF Kmm	Banana Tanker with Tyra	1 unit	22,000.00	11,000.00
1400001140	MYR2	DF Kmm	Banana Tanker with Tyra	1 unit	22,000.00	11,000.00
1400001143	MYR9	LMP Kmm	Fabricate & Install Pipeline & Pump - T	1 unit	-	-
1400001144	MYR9	OBMT Kmm	Basket (6" x 8" x 3")	1 unit	1,260.00	630.00
1400001145	MYR9	OBMT Kmm	Basket (6" x 6" x 3")	1 unit	1,260.00	630.00
1400001147		GRTC	GRTC-Hamilton Beach Mixer w Stainle	1 unit	175.00	87.50
1400001148		GRTC	GRTC-Hamilton Beach Mixer w Stainle	1 unit	175.00	87.50
1400001149		GRTC	GRTC-Hamilton Beach Mixer w Stainle	1 unit	175.00	87.50
1400001150		GRTC	GRTC-Hamilton Beach Mixer w Stainle	1 unit	175.00	87.50
1400001151		GRTC	GRTC-Hamilton Beach Mixer w Stainle	1 unit	175.00	87.50
1400001152	MYR2	DF Kmm	PUMA Air Compressor 10.0HP	1 unit	1,620.00	810.00
1400001153		GRTC	GRTC -Well Control Simulator (Ultra Li	1 unit	-	-
1400001178	MYR9	LMP Kmm	Chemical Table for Hopper	1 unit	-	-
1400001179		GRTC	GRTC -PSW Fumecupboard Model PS	1 unit	3,820.00	1,910.00
1400001180		GRTC Shah Alam	GRTC -UHT Roller Oven	1 unit	8,377.43	4,188.72
1400001181		GRTC	GRTC -UHT Roller Oven	1 unit	-	-
1400001182		GRTC	GRTC -Aging Cell 500ml 316ss	1 unit	238.13	119.07
1400001183		GRTC	GRTC -Aging Cell 500ml 316ss	1 unit	238.13	119.07
1400001184		GRTC	GRTC -Aging Cell 500ml 316ss	1 unit	238.13	119.07
1400001185		GRTC	GRTC -Aging Cell 500ml 316ss	1 unit	238.13	119.07
1400001186		GRTC	GRTC -Aging Cell 500ml 316ss	1 unit	238.13	119.07
1400001187		GRTC	GRTC -Aging Cell 500ml 316ss	1 unit	238.13	119.07
1400001188		GRTC	GRTC -Aging Cell 500ml 316ss	1 unit	238.13	119.07
1400001189		GRTC	GRTC -Aging Cell 500ml 316ss	1 unit	238.13	119.07
1400001192		GRTC Shah Alam	GRTC -OMRON Data Logger ZR-RX45	1 unit	1,200.00	600.00
1400001193		GRTC Shah Alam	GRTC -OMRON Data Logger ZR-RX45	1 unit	-	-
1400001194		GRTC Shah Alam	GRTC -Roller Oven, 5-Rolls, 16 Jar Ca	1 unit	-	-
1400001195		GRTC Shah Alam	GRTC -Roller Oven, 5-Rolls, 16 Jar Ca	1 unit	-	-
1400001196		GRTC Shah Alam	GRTC - Viscometer - 35SA / SR12 6-S	1 unit	2,859.75	1,429.88
1400001197		GRTC Shah Alam	GRTC - Viscometer - 35SA / SR12 6-S	1 unit	-	-
1400001198		GRTC Shah Alam	GRTC -HTHP Filter Press 500ml	1 unit	2,429.31	1,214.66
1400001199		GRTC	GRTC -HTHP Filter Press 500ml	1 unit	7,449.89	3,724.94
1400001200	MYR9	OBMT Kmm	Unigawa Bunkering Hose (300 psi) 3" x	1 unit	840.00	420.00

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1400001201	MYR9	DBMT Kmm	Unigawa Bunkaring Hose (300 psi) 3" x	1 unit	840.00	420.00
1400001202	MYR2	DF Kmm	Bulky Box	1 unit	378.00	189.00
1400001203	MYR2	DF Kmm	Bulky Box	1 unit	378.00	189.00
1400001204	MYR2	DF Kmm	Bulky Box	1 unit	378.00	189.00
1400001205	MYR2	DF Kmm	Bulky Box	1 unit	378.00	189.00
1400001206	MYR2	DF Kmm	Bulky Box	1 unit	378.00	189.00
1400001207	MYR2	DF Kmm	Bulky Box	1 unit	378.00	189.00
1400001209	MYR2	DF Kmm	Heavy Duty Lab Mixer	1 unit	3,515.00	1,757.50
1400001210	MYR2	DF Kmm	Electrical Stability Tester	1 unit	1,317.97	658.98
1400001211	MYR2	DF Kmm	Trolley for Material Handling (62"x50")	1 unit	226.00	112.50
1400001213	MYR9	LMP Kmm	Eductor (part of mixing hopper)	1 unit	-	-
1400001214	MYR9	LMP Kmm	Eductor (part of mixing hopper)	1 unit	-	-
1400001217		GRTC	GRTC -Manual Production Screen Test	1 unit	1,134.80	567.30
1400001219		GRTC Shah Alam	GRTC-Kinematic Viscometer-	1 unit	4,571.80	2,285.80
1400001220		GRTC	GRTC-OFITE Lubricity Meter	1 unit	3,042.45	1,521.23
1400001221	MYR2	DF Kmm	OFl Emulsion Stability Volt Meter Teste	1 unit	1,871.15	835.58
1400001222	MYR2	DF Kmm	OFl Emulsion Stability Volt Meter Teste	1 unit	1,871.15	835.58
1400001223	MYR2	DF Kmm	Tru-Wate Densly Balance (Pressurized)	1 unit	1,424.21	712.10
1400001224	MYR9	LMP Kmm	Auto Trans Starter	1 unit	-	-
1400001225		GRTC	GRTC-Garrett Gas Train	1 unit	1,086.84	543.42
1400001228		GRTC	GRTC-Garrett Gas Train	1 unit	1,228.49	614.24
1400001227		GRTC	GRTC-Platinum Crucible 25ml with Lid	1 unit	1,271.28	835.64
1400001228		GRTC Shah Alam	GRTC-Crucible Tong	1 unit	550.28	275.14
1400001229	MYR2	DF Kmm	Weighing Systems at Bulking Silo No 1	1 unit	1,380.00	890.00
1400001230	MYR2	DF Kmm	Viscometer 6 Speed VG Meter	1 unit	3,150.65	1,575.33
1400001231	MYR2	DF Kmm	Viscometer 8 Speed VG Meter	1 unit	3,150.65	1,575.33
1400001232	MYR2	DF Kmm	PP Woven Sewing Machine	1 unit	450.00	225.00
1400001233	MYR2	DF Kmm	Water Jet Aquetax 160 Pro X	1 unit	510.00	255.00
1400001235	MYR2	DF Kmm	Automatic Pallet Stretch Wrapper c/w F	1 unit	11,200.00	5,600.00
1400001236	MYR9	LMP Kmm	Eductor (Part of Mixing Hopper)	1 unit	-	-
1400001237	MYRA	GRTC Shah Alam	GRTC-Dissolved Oxygen Meter	1 unit	310.00	155.00
1400001238	MYR2	DF Kmm	Emulsion Stability Tester	1 unit	827.28	413.64
1400001239	MYR2	DF Kmm	Emulsion Stability Tester	1 unit	827.28	413.64
1400001240	MYR9	LMP Kmm	Agitator impeller with Motor	1 unit	-	-
1400001243	MYRA	GRTC Shah Alam	GRTC-Hamilton Beach Mixer w Contair	1 unit	181.92	90.98
1400001244	MYRA	GRTC Shah Alam	GRTC-Hamilton Beach Mixer w Contair	1 unit	-	-
1400001245	MYRA	GRTC Shah Alam	GRTC-Hamilton Beach Mixer w Contair	1 unit	-	-
1400001246	MYRA	GRTC Shah Alam	GRTC-Hamilton Beach Mixer w Contair	1 unit	-	-
1400001247	MYRA	GRTC Shah Alam	GRTC-Hamilton Beach Mixer w Contair	1 unit	-	-
1400001248	MYRA	GRTC Shah Alam	GRTC-Tachometer w Red LED Pointer	1 unit	-	-
1400001249	MYRA	GRTC Shah Alam	GRTC-Heating Jacket f 175ml HTHP F	1 unit	532.94	266.47
1400001250	MYRA	GRTC Shah Alam	GRTC-Heating Jacket f 175ml HTHP F	1 unit	532.94	266.47
1400001255	MYR2	DF Kmm	Mechanical Platform Scale 2000kg, MC	1 unit	684.00	342.00
1400001256	MYRA	GRTC Shah Alam	GRTC-Retort Kit 230v, 10ML complete	1 unit	1,017.87	508.93
1400001257	MYRA	GRTC	GRTC-Retort Kit 230v, 10ML complete	1 unit	1,017.87	508.93
1400001258	MYRA	GRTC	GRTC-Retort Kit 230v, 10ML complete	1 unit	1,017.87	508.93

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1400001259	MYRA	GRTC	GRTC-Retort Kit 230v, 10ML complete	1 unit	-	-
1400001260	MYRA	GRTC	GRTC-Retort Kit 230v, 10ML complete	1 unit	-	-
1400001261	MYRA	GRTC	GRTC-Retort Kit 230v, 10ML complete	1 unit	-	-
1400001262	MYRA	GRTC	GRTC-Stirring Hot Plate 230v	1 unit	-	-
1400001263	MYRA	GRTC	GRTC-Stirring Hot Plate 230v	1 unit	847.27	423.83
1400001264	MYRA	GRTC	GRTC-Stirring Hot Plate 230v	1 unit	406.89	203.34
1400001265	MYRA	GRTC	GRTC-Stirring Hot Plate 230v	1 unit	406.89	203.34
1400001266	MYRA	GRTC	GRTC-Stirring Hot Plate 230v	1 unit	406.89	203.34
1400001267	MYRA	GRTC	GRTC-Stirring Hot Plate 230v	1 unit	406.89	203.34
1400001268	MYRA	GRTC	GRTC-Stirring Hot Plate 230v	1 unit	406.69	203.34
1400001269	MYRA	GRTC	GRTC-Viscometer 35SA 6 Speed 115v	1 unit	1,775.11	887.56
1400001270	MYRA	GRTC	GRTC-Viscometer 35SA 6 Speed 115v	1 unit	1,775.11	887.56
1400001271	MYRA	GRTC	GRTC-Viscometer 35SA 6 Speed 115v	1 unit	1,775.11	887.56
1400001272	MYRA	GRTC	GRTC-Cell Aging 260ML 303	1 unit	313.50	156.75
1400001273	MYRA	GRTC	GRTC-Cell Aging 280ML 303	1 unit	313.50	156.75
1400001274	MYRA	GRTC	GRTC-Cell Aging 260ML 303	1 unit	313.50	156.75
1400001275	MYRA	GRTC	GRTC-Cell Aging 260ML 303	1 unit	313.50	156.75
1400001278	MYRA	GRTC	GRTC-Thermocup w Thermometer 230	1 unit	557.72	278.88
1400001277	MYRA	GRTC	GRTC-Thermocup w Thermometer 230	1 unit	557.72	278.88
1400001278	MYRA	GRTC	GRTC-Thermocup w Thermometer 230	1 unit	557.72	278.86
1400001279	MYRA	GRTC	GRTC-Thermocup w Thermometer 230	1 unit	557.72	278.86
1400001280	MYRA	GRTC	GRTC-Thermocup w Thermometer 230	1 unit	267.71	133.85
1400001281	MYRA	GRTC	GRTC-Sand Content Set	1 unit	57.06	28.53
1400001282	MYRA	GRTC	GRTC-Hamilton Beach Mixer w Contair	1 unit	574.09	287.04
1400001283	MYRA	GRTC	GRTC-Hamilton Beach Mixer w Contair	1 unit	574.09	287.04
1400001284	MYRA	GRTC	GRTC-Hamilton Beach Mixer w Contair	1 unit	275.56	137.78
1400001285	MYRA	GRTC	GRTC-Hamilton Beach Mixer w Contair	1 unit	275.56	137.78
1400001286	MYRA	GRTC	GRTC-Hamilton Beach Mixer w Contair	1 unit	275.56	137.78
1400001287	MYRA	GRTC Shah Alam	GRTC-Clamp Assy HTHP 175ml	1 set	662.57	331.28
1400001288	MYRA	GRTC Shah Alam	GRTC-Clamp Assy HTHP 175ml	1 set	662.57	331.28
1400001289	MYRA	GRTC	GRTC-Clamp Assy HTHP 175ml	1 set	662.57	331.28
1400001290	MYRA	GRTC	GRTC-Clamp Assy HTHP 175ml	1 set	318.03	159.02
1400001291	MYRA	GRTC	GRTC-Clamp Assy HTHP 175ml	1 set	318.03	159.02
1400001292	MYRA	GRTC	GRTC-Clamp Assy HTHP 175ml	1 set	318.03	159.02
1400001293	MYRA	GRTC	GRTC-Clamp Assy HTHP 500ml	1 set	321.15	160.57
1400001296	MYR2	DF Kmm	Hamilton Beach Mixer	1 unit	1,157.37	578.68
1400001297	MYR2	DF Kmm	OFI Emulsion Tester	1 unit	936.61	468.31
1400001298	MYR2	DF Kmm	OFI Emulsion Tester	1 unit	936.61	468.31
1400001299	MYR2	DF Kmm	PH / IDN / Temp Meter	1 unit	295.99	147.99
1400001301	MYRA	GRTC Shah Alam	GRTC-Water Distilled Machine	1 unit	420.00	210.00
1400001302	MYR2	DF Kmm	Moisture Balance 110g x 0.005g / 0.05g	1 set	641.25	320.63
1400001303	MYRA	GRTC Shah Alam	GRTC -Hamilton Beach Mixer	1 set	523.09	261.55
1400001304	MYRA	GRTC Shah Alam	GRTC -Hamilton Beach Mixer	1 set	523.09	261.55
1400001305	MYRA	GRTC Shah Alam	GRTC -Permeability Plugging Tester (P	1 set	8,670.08	4,335.04
1400001306	MYRA	GRTC Shah Alam	GRTC -Permeability Plugging Tester (P	1 set	8,870.08	4,335.04
1400001307	MYRA	GRTC Shah Alam	GRTC -Turbidity meter, portable, mode	1 unit	1,821.49	910.74

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1400001308	MYRA	GRTC Shah Alam	GRTC -PHPA Polymer Concentration K	1 unit	1,214.33	607.16
1400001310	MYRA	GRTC Shah Alam	GRTC -Temperature Controller,Four Ur	1 unit	1,983.40	991.70
1400001311	MYRA	GRTC Shah Alam	GRTC -Temperature Controller,Four Ur	1 unit	1,983.40	991.70
1400001312	MYRA	GRTC Shah Alam	GRTC -Viscometer model 35SA 6-Spee	1 unit	5,910.80	2,955.30
1400001313	MYRA	GRTC Sheh Alam	GRTC -Viscometer model 35SA 6-Spee	1 unit	5,910.80	2,955.30
1400001314	MYRA	GRTC	GRTC -Viscometer model 35SA 6-Spee	1 unit	5,910.80	2,955.30
1400001315	MYRA	GRTC	GRTC -Viscometer model 35SA 6-Spee	1 unit	5,910.80	2,955.30
1400001316	MYRA	GRTC Shah Alam	GRTC -HTHP Filter Press, Model 500C	1 unit	4,234.07	2,117.03
1400001317	MYRA	GRTC Shah Alam	GRTC -Pioneer precision 4100g x 0.01	1 unit	435.00	217.50
1400001319	MYRA	GRTC Shah Alam	GRTC -Heavy Duty Lab Mixer wt Stand	1 unit	2,700.00	1,350.00
1400001320	MYRA	GRTC Sheh Alam	GRTC -Thermocup, Anodized w Therm	1 unit	772.31	386.16
1400001321	MYRA	GRTC Shah Alam	GRTC -Thermocup, Anodized w Therm	1 unit	772.31	386.16
1400001322	MYRA	GRTC Shah Alam	GRTC -Thermocup, Anodized w Therm	1 unit	772.31	386.16
1400001323	MYRA	GRTC Shah Alam	GRTC -Thermocup, Anodized w Therm	1 unit	772.31	386.16
1400001324	MYRA	GRTC	GRTC -Refractometer	1 unit	221.62	110.81
1400001325	MYRA	GRTC Shah Alam	GRTC -Traceable Tachometer	1 unit	-	-
1400001330	MYR4	DF Labuan	Welding Set Model Q Weld (ARC-260)	1 unit	-	-
1400001334	MYR2	DF Kmm	Fan Metal Mud Balance	1 set	213.53	106.76
1400001335	MYR2	DF Kmm	Fan Metal Mud Balance	1 set	213.53	106.76
1400001336	MYR2	DF Kmm	Fan Metal Mud Balance	1 set	128.12	64.06
1400001337	MYR2	DF Kmm	Fan Metal Mud Balance	1 set	128.12	64.06
1400001338	MYR2	DF Kmm	Fan Metal Mud Balance	1 set	128.12	64.06
1400001339	MYR2	DF Kmm	Fan Metal Mud Balance	1 set	128.12	64.06
1400001340	MYR2	DF Kmm	Fan Metal Mud Balance	1 set	128.12	64.06
1400001341	MYR2	DF Kmm	Fan Metal Mud Balance	1 set	128.12	64.06
1400001342	MYR2	DF Kmm	Fan Metal Mud Balance	1 set	128.12	64.06
1400001343	MYR2	DF Kmm	Fan Metal Mud Balance	1 set	128.12	64.06
1400001344	MYRA	GRTC Shah Alam	GRTC-Aging Cell 316SS w/ 303SS Out	1 set	476.02	238.01
1400001345	MYRA	GRTC Shah Alam	GRTC-Aging Cell 316SS w/ 303SS Out	1 set	476.02	238.01
1400001346	MYRA	GRTC Shah Alam	GRTC-Aging Cell 316SS w/ 303SS Out	1 set	476.02	238.01
1400001347	MYRA	GRTC Shah Alam	GRTC-Aging Cell 316SS w/ 303SS Out	1 set	476.02	238.01
1400001348	MYRA	GRTC Shah Alam	GRTC-Aging Cell 316SS w/ 303SS Out	1 set	476.02	238.01
1400001349	MYRA	GRTC Shah Alam	GRTC-Aging Cell 316SS w/ 303SS Out	1 set	476.02	238.01
1400001350	MYRA	GRTC	GRTC-Aging Cell 316SS w/ 303SS Out	1 set	476.02	238.01
1400001351	MYRA	GRTC	GRTC-Aging Cell 316SS w/ 303SS Out	1 set	476.02	238.01
1400001352	MYRA	GRTC	GRTC-Aging Cell 316SS w/ 303SS Out	1 set	476.02	238.01
1400001353	MYRA	GRTC	GRTC-Aging Cell 316SS w/ 303SS Out	1 set	476.02	238.01
1400001354	MYRA	GRTC	GRTC-Aging Cell 316SS w/ 303SS Out	1 set	476.02	238.01
1400001355	MYRA	GRTC	GRTC-Aging Cell 318SS w/ 303SS Out	1 set	476.02	238.01
1400001356	MYR2	DF Kmm	Hamilton Beach Mixer	1 set	484.47	232.24
1400001357	MYR2	DF Kmm	Hamilton Beach Mixer	1 set	484.47	232.24
1400001359	MYR3	DWM Kmm	10' x 8' x 8.8' Offshore Workshop Cont	1 set	32,317.28	16,158.64
1400001369	MYR2	DF Kmm	Electrical Stability Meter	1 unit	1,288.79	644.40
1400001370	MYR2	DF Kmm	Electrical Stability Meter	1 unit	1,288.79	644.40
1400001372	MYR2	DF Kmm	Hitachi Water Pump WM-P150GX2	1 unit	423.20	211.60
1400001373	MYRA	GRTC Shah Alam	Digital Weighing Balance	2 unit	1,140.00	570.00

PLANT & MACHINERY

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			Addition during the year			-
1400001374	MYRA	GRTC Shah Alam	Hamilton Beach Mixer with container, s	1 unit	540.72	270.36
1400001377	MYRA	GRTC Shah Alam	Hamilton Beach Mixer with container, s	1 unit	540.72	270.36
1400001378	MYRA	GRTC Shah Alam	Hamilton Beach Mixer with container, s	1 unit	540.72	270.36
1400001379	MYRA	GRTC Shah Alam	Hamilton Beach Mixer with container, s	1 unit	540.72	270.36
1400001380	MYRA	GRTC Shah Alam	Hamilton Beach Mixer with container, s	1 unit	540.72	270.36
1400001381	MYRA	GRTC Shah Alam	Hamilton Beach Mixer with container, s	1 unit	540.72	270.36
1400001382	MYRA	GRTC Shah Alam	Hamilton Beach Mixer with container, s	1 unit	540.72	270.36
1400001383	MYRA	GRTC Shah Alam	Hamilton Beach Mixer with container, s	1 unit	540.72	270.36
1400001384	MYRA	GRTC Shah Alam	Hamilton Beach Mixer with container, s	1 unit	540.72	270.36
1400001385	MYRA	GRTC Shah Alam	Hamilton Beach Mixer with container, s	1 unit	540.72	270.36
1400001417	MYR2	DF Kmm	Refurbishment of DE1000 FHD S/N.266	1AU	-	-
1400001418	MYR2	DF Kmm	Refurbishment of DE1000FHD S/N.456	1AU	-	-
1400001419	MYR2	DF Kmm	Refurbishment of Big Bowl S/N.2564-00	1AU	-	-
1400001420	MYR2	DF Kmm	Refurbishment of Big Bowl S/N.2564-00	1AU	-	-
1400001388	MYR2	DF Kmm	MUD BALANCE - S/N: LSE11-PMUD20		3,121.67	1,560.83
1400001386	MYR2	DF Kmm	EMULSION STABILITY- S/N: LSE5-884	1 EA	3,799.81	1,899.91
1400001387	MYR2	DF Kmm	EMULSION STABILITY- S/N: LSE5-704	1 EA	3,799.81	1,899.91
1400001389	MYR2	DF Kmm	AGING CELL -S/N:04/2014	1 EA	1,670.14	835.07
1400001390	MYR2	DF Kmm	AGING CELL -S/N:06/2014	1 EA	1,670.14	835.07
1400001421	MYR2	DF Kmm	Contact Tachometer		90.00	45.00

INVENTORY -LABUAN

MYR5	10101183	SWING BOLT TDW610 VESSEL	DW0500001	FILTER	EA		10	244.00	111.00
MYR5	10102286	SKF Bearing UCF 215	DW0400006	Consumable DWM	EA		3	29.00	13.00
MYR5	10102454	End Shaft 75mm	DW0400006	Consumable DWM	EA		10	254.00	98.00
MYR5	10102675	3.2-16A Class 10 CEP7-EEOE Sprech+Schuh	DW0400006	Consumable DWM	EA		1	5.00	2.00
MYR5	10102886	EMP009J10 120v Clear Pilot Light (Crouse	DW0400006	Consumable DWM	EA		3	111.00	50.00
MYR5	10102687	EMP009J1 120v Red Pilot Light (Crouse-Hi	DW0400006	Consumable DWM	EA		7	237.00	108.00
MYR5	10102696	EMPS019 Black Pushbutton 1ND/1NC (Crouse	DW0400006	Consumable DWM	EA		4	92.00	42.00
MYR5	10102705	FUSE, 400 AMP	NT0000001	SPARE	EA		11	61.00	28.00
MYR5	10102708	FUSE, 100 AMP	NT0000001	SPARE	EA		8	34.00	16.00
MYR5	10102707	FUSE, 80 AMP	NT0000001	SPARE	EA		10	46.00	21.00
MYR4	40000331	KELZAN XCD 25Kg	DF0000005	Trad. Chemical Normal	8AG	58		9,795.00	3,710.00
MYR5	40010906	JDINT SHAFT	DW0400012	Consumable DWM	EA		10	267.00	101.00
MYR5	40011153	XP NEODYNE PRESS SWITCH f/Thermal Dryer	DW0400009	SPARE	EA		5	568.00	258.00
MYR5	40013626	PUMP,OPEN LOOP-EATON (RUST)	DW0100001	SPARE	EA		1	149.00	68.00
MYR5	40014245	CYLINDER,HYD-BOOST DE-1000 FHD *	DW0100001	SPARE	EA		5	334.00	152.00
MYR5	40014380	30 Amp Fuses, Type CC (3) Req	DW0100001	SPARE	EA		20	45.00	20.00
MYR5	40014678	SEAL,SUPPORT BEARING-INBD DE-1000 NITL	DW0100001	SPARE	EA		2	43.00	16.00
MYR5	40014679	SEAL,SUPPORT BEARING-OUTBD DE-1000 NITL	DW0100001	FILTER	EA		2	46.00	17.00
MYR5	40014680	SEAL,THRUST BEARING-DE-1000 NITL	DW0100001	FILTER	EA		2	53.00	20.00
MYR5	40014698	INSERTS,WEAR-8 PC SET STELLITE #12	DW0100001	SPARE	EA		5	718.00	326.00
MYR5	40014699	PLOW ASSY,CASE-1 PAIR FOR DE-1000 CO-12	DW0100001	SPARE	PAA		13	458.90	206.00
MYR5	40015080	KIT,FAN MOTOR-DE-1000 FHD *	DW0100001	SPARE	EA		5	1,463.00	665.00
MYR5	40015088	METER,FLOW-DE-1000 FHD .750 NPT/SST	DW0100001	SPARE	EA		5	295.00	134.00
MYR5	40015109	SWITCH,VIB-SPDT EP CLASS 1 01V 1 GP C&D'	DW0100001	SPARE	EA		3	89.00	40.00
MYR5	40016433	COUPLING, SHAFT-JAW TYPE DE-1000 FHD	DW0100001	SPARE	EA		2	129.00	59.00
MYR5	40016719	ELEMENT,OIL FILTER-10 MICRON/50P	DW0100001	SPARE	EA		10	72.00	33.00
MYR5	40016720	ELEMENT,OIL FILTER-10 MICRON/30P	DW0100001	SPARE	EA		8	125.00	57.00
MYR5	40016721	ELEMENT,OIL FILTER-10 MICRON/40P	DW0100001	SPARE	EA		10	122.00	55.00
MYR5	40018917	SWITCH,SAFETY-FOR FHD DE-1000	DW0100001	SPARE	EA		10	1,777.00	807.00
MYR5	40019301	Flange Housing f/1071 S-GVLVD	DW0400023	SPARE	EA		2	1,001.00	457.00
MYR5	40019307	CAM 1070 / 1071 S #1071 S-GVLVD	DW0400023	SPARE	EA		2	272.00	123.00
MYR5	40019309	Rotor 1071 S Visco f/1071 S-GVLVD	DW0400023	SPARE	EA		2	2,053.00	933.00
MYR5	40019814	Seat, Valve (M15) P/N V240	DW0400010	SPARE	EA		10	26.00	12.00
MYR5	40019832	Graco Gland Packing	DW0400010	SPARE	EA		8	119.00	54.00
MYR5	40101050	DIAPHRAGM BUNA (M8 WILDEN PUMP)	DW0400006	SPARE	EA		2	57.00	21.00
MYR5	40101862	DRIVE SHAFT	DW0400012	Consumable DWM	EA		10	276.00	105.00
MYR5	40111427	Pilot Light Green	DW0400008	Consumable DWM	EA		2	36.00	17.00
MYR5	40112605	FAN ASSY	DW0400006	Consumable DWM	EA		4	205.00	93.00
MYR5	40113278	WILDEN PUMP SHAFT 08-3800-09-07	DW0100001	FILTER	EA		6	73.00	33.00
MYR5	40113280	PUMP SHAFT 1S-3800-09-07 WILDEN	DW0100001	SPARE	EA		4	787.00	69.00
MYR5	40113294	189288 SEATS BUNA HUSKY GRACO	DW0100001	SPARE	EA		12	209.00	95.00
MYR5	40114233	Fuse LPJ 5 SP	DW0400003	SPARE	PCS		55	122.00	55.00
MYR5	40114234	Fuse LPJ 25 SP	DW0400003	SPARE	PCS		24	57.00	26.00
MYR5	40114235	Fuse LPJ 40 SP	DW0400003	SPARE	PCS		57	164.00	75.00
MYR5	40114238	Fuse LPJ 175 SP	DW0400003	SPARE	PCS		50	732.00	333.00
MYR5	40114289	Hanger Bracket	DW0400011	SPARE	EA		10	392.00	149.00
MYR5	40114291	Hanger Bracket c/w Bronze Bushing	DW0400011	SPARE	EA		24	712.00	270.00
MYR5	40114551	FUSE LOW PEAK 5 AMP 600V	DW0100001	SPARE	EA		1	3.00	1.00
MYR5	40114552	FUSE LOW PEAK 10 AMP 600V	DW0100001	SPARE	EA		9	25.00	11.00
MYR5	40114553	FUSE LOW PEAK 15 AMP 600V	DW0100001	SPARE	EA		9	22.00	10.00
MYR5	40114554	FUSE LOW PEAK 25 AMP 600V	DW0100001	SPARE	EA		9	22.00	10.00
MYR5	40114555	FUSE LDW PEAK 40 AMP 600V	DW0100001	SPARE	EA		9	29.00	13.00
MYR5	40114696	Power Relay RH4B-U S4123 - (dec)	DW0400015	SPARE	EA		7	23.00	10.00
MYR5	40114871	Bushing (OD:85mm / ID:65mm / W:77mm)	DW0400006	Consumable DWM	SET		8	192.00	73.00
MYR5	40118090	FILTER 10 MICRON 16 PORT	DW0300001	Consumable DWM	SET		10	516.00	234.00
MYR5	40118091	FILTER 10 MICRON 24 PORT	DW0300001	Consumable DWM	SET		10	2,410.00	1,096.00
MYR5	40116093	PORT BLOCK	DW0300001	Consumable DWM	EA		10	637.00	289.00
MYR5	40116427	Shim, Inlet P/N:244855 graco pump	DW0400006	Consumable DWM	PAC		1	10.00	5.00
MYR5	40118429	Guide ball, 1.25" P/N:197307	DW0400006	Consumable DWM	EA		1	6.00	3.00

INVENTORY - LABUAN

MYR5	40116430	Ball ,Inlet, P/N:245126 graco pump	DW0400006	Consumable DWM	PAC		1	7.00	3.00
MYR5	40116431	Packing, O-ring, P/N:244890 graco pump	DW0400006	Consumable DWM	PAC		1	6.00	3.00
MYR5	40116432	Seat,Inlet, P/N:196356 graco pump	DW0400006	Consumable DWM	EA		1	10.00	5.00
MYR5	40116433	Cylinder P/N:197316 graco pump	DW0400006	Consumable DWM	EA		1	34.00	38.00
MYR5	40116434	Housing Inlet, 2.5", P/N: 197303	DW0400006	Consumable DWM	EA		1	18.00	6.00
MYR5	40116435	Rod displacement 750,180cc P/N:24B822	DW0400006	Consumable DWM	EA		1	65.00	29.00
MYR5	40116436	Valve Piston 180cc (750)P/N: 24BB27	DW0400006	Consumable DWM	EA		1	21.00	9.00
MYR5	40116437	Ball,Piston P/N: 253029, graco pump	DW0400006	Consumable DWM	PAC		2	10.00	5.00
MYR5	40116438	Gland packing-Male P/N: 244882 Graco	DW0400006	Consumable DWM	PAC		1	10.00	4.00
MYR5	40116440	Pckg-V Leather P/N: 244870 graco pump	DW0400006	Consumable DWM	PAC		4	55.00	25.00
MYR5	40116441	Gland packing Female P/N: 244876	DW0400006	Consumable DWM	PAC		1	14.00	6.00
MYR5	40116443	Nut packing P/N: 197330, graco pump	DW0400006	Consumable DWM	EA		1	6.00	3.00
MYR5	40116444	Cartridge Packing 180 cc P/N: 197326	DW0400006	Consumable DWM	EA		1	9.00	4.00

RENTAL EQUIPMENT - LABUAN

150000010	MYR5	DWM Labuan	Space Saver Centrifugal Pump	1 unit	-	-
150000020	MYR3	DWM Labuan	FHD DE 1000 Centrifuge-FHD00289 Repaired	1 unit	-	-
150000084	MYR5	DWM Labuan	NETZSCH SUPPLY PUMP	1 unit	-	-
150000142	MYR5	DWM Labuan	14"x 12ft Auger	1 unit	2,824.00	1,129.60
150000143	MYR5	DWM Labuan	NETZSCH S.PUMP	1 unit	2,887.90	1,155.16
150000157	MYR5	DWM Labuan	PORTABLE MUD VAC-ZAI	1 unit	3,884.24	1,653.69
150000167	MYR5	DWM Labuan	REFURBISH DE100 FHD00545	1 unit	-	-
150000169	MYR5	DWM Labuan	REFURBISH CENTRIFUGE DE1000 SN578	1 unit	-	-
150000173	MYR5	DWM Labuan	NETZSCH Mono Pump MSP (Shimpo Type)	1 unit	4,303.33	2,582.00
150000181	MYR3	DWM (LMP)	NETZSCH SUPPLY PUMP	1 unit	-	-
150000195	MYR3	DWM (LMP)	FHD DE1000 FHD00541	1 unit	7,766.34	3,106.54
150000199	MYR6	DWM Labuan	VACUUM PUMP MLL1200	1 unit	6,140.70	2,458.28
150000201	MYR5	DWM Labuan	FHD DE1000 FHD00280 (Another # : 402)	1 unit	75,516.58	45,309.95
150000213	MYR5	DWM Labuan	REFURBISH DE1000-FHD00545	1 unit	-	-
150000223	MYR5	DWM Labuan	Deepwell Pump 2	1 unit	-	-
150000224	MYR5	DWM Labuan	Deepwell Pump 2	1 unit	-	-
150000245	MYR5	DWM Labuan	FHD DE1000 SN763	1 unit	57,027.93	34,216.75
150000267	MYR5	DWM Labuan	Rotodiff Upgrade (f)	1 unit	-	-
150000269	MYR5	DWM Labuan	Rotodiff Upgrade (f)	1 unit	-	-
150000289	MYR5	DWM Labuan	Rotodiff Upgrade (f)	1 unit	-	-
150000275	MYR5	DWM Labuan	Rotodiff Upgrade Kit	1 unit	-	-
150000276	MYR5	DWM Labuan	Rotodiff Upgrade Kit	1 unit	-	-
150000277	MYR5	DWM Labuan	Rotodiff Upgrade Kit	1 unit	-	-
150000278	MYR5	DWM Labuan	Centrifuge Refurbish - (f)	1 unit	-	-
150000285	MYR5	DWM Labuan	Centrifuge Refurbish - (f)	1 unit	-	-
150000308	MYR5	DWM Labuan	Flender Helical Gear	1 unit	-	-
150000310	MYR5	DWM Labuan	Flender Helical Gear	1 unit	-	-
150000312	MYR5	DWM Labuan	Auger Motor	1 unit	-	-
150000316	MYR5	DWM Labuan	Progressive Cavity P	1 unit	-	-
150000324	MYR5	DWM Labuan	Progressive Cavity P	1 unit	4,198.00	2,519.40
150000325	MYR3	DWM (LMP)	Netzsch Progressive Cavity P	1 unit	4,199.00	2,519.40
150000326	MYR5	DWM Labuan	Netzsch Progressive Cavity P	1 unit	-	-
150000340	MYR5	DWM Labuan	165-14 Retort Kit, OFI, 50 ml, 115 Volt	1 unit	-	-
150000343	MYR5	DWM Labuan	166-06 Triple Beam Balance, DHAS, 2810 x 0.1G	1 unit	-	-
150000344	MYR5	DWM Labuan	166-06 Triple Beam Balance, DHAS, 2610 x 0.1G	1 unit	-	-
150000345	MYR5	DWM Labuan	SKID for Centrifuge DE1000 SN285	1 set	-	-
150000346	MYR5	DWM Labuan	SKID for Centrifuge DE1000 FHD541	1 set	-	-
150000347	MYR5	DWM Labuan	SKID for Centrifuge DE1000 FHD478	1 set	-	-
150000357	MYR5	DWM Labuan	FHD DE 1000 High Speed Centrifuge & Mono Pump	1 unit	87,392.34	40,435.40
150000364	MYR3	DWM (LMP)	FHD 1057 Centrifuge 480V	1 unit	93,877.93	25,471.17
150000395	MYR5	DWM Labuan	FHD 1083 Centrifuge 460 V	1 unit	63,677.93	38,206.78
150000383	MYR3	DWM (LMP)	Netzsch Mono Pump v Nord Gear Box	1 unit	397.84	159.14
150000385	MYR5	DWM Labuan	Rotodiff Upgrade Kit-G0002336 Light Weight	1 unit	-	-
150000386	MYR5	DWM Labuan	Rotodiff Upgrade Kit-G0002336 Light Weight	1 unit	-	-
150000397	MYR5	DWM Labuan	Rotodiff Upgrade Kit for Centrifuge SN:410	1 unit	-	-
150000398	MYR5	DWM Labuan	Rotodiff Upgrade Kit for Centrifuge SN:324	1 unit	-	-
150000399	MYR5	DWM Labuan	Rotodiff Upgrade Kit for Centrifuge SN:404	1 unit	-	-
150000400	MYR5	DWM Labuan	Rotodiff Upgrade Kit for Centrifuge SN:402	1 unit	-	-
150000401	MYR5	DWM Labuan	Rotodiff Upgrade Kit for Centrifuge SN:1750	1 unit	-	-
150000402	MYR5	DWM Labuan	Rotodiff Upgrade Kit for Centrifuge SN:289	1 unit	-	-
150000403	MYR5	DWM Labuan	Rotodiff Upgrade Kit for Centrifuge SN:519	1 unit	-	-
150000409	MYR5	DWM Labuan	STAND Centrifuge (Skid)- FHD DE 1000 SN1099	1 unit	-	-
150000410	MYR5	DWM Labuan	STAND Centrifuge (Skid)- FHD DE 1000 SN1100	1 unit	-	-
150000426	MYR5	DWM Labuan	Distribution Panel Type EJB-61	1 unit	-	-
150000427	MYR5	DWM Labuan	Demick 20 x 4" Circular Deslitter c/w CollectnTray	1 unit	-	-
150000428	MYR5	DWM Labuan	STAND Centrifuge (Skid)- FHD DE 1000 SN1126	1 unit	-	-
150000431	MYR5	DWM Labuan	CENTRIFUGE DE1000 SN : 757 - (f)	1 unit	1,928.90	770.76
150000435	MYR5	DWM Labuan	Filtration Unit TWFP-P002	1 unit	-	-
150000438	MYR5	DWM Labuan	CMG PPD Motor 7.5kw, IIB Exd T4,460/3p/60Hz	1 unit	-	-
150000439	MYR5	DWM Labuan	Wilden M8 Pump	2 units	-	-
150000440	MYR5	DWM Labuan	Wilden M8 Pump	1 unit	-	-
150000446	MYR5	DWM Labuan	WEMDrive-Feed Auger Z88-K4-(132)	1 unit	-	-
150000447	MYR5	DWM Labuan	WEMDrive-Feed Auger Z88-K4-(132)	1 unit	-	-
150000450	MYR5	DWM Labuan	Diaphragm Pump	1 unit	-	-
150000451	MYR5	DWM Labuan	Diaphragm Pump M15	1 unit	-	-
150000452	MYR5	DWM Labuan	Diaphragm Pump M4	1 unit	-	-
150000453	MYR5	DWM Labuan	Flender HelicalGear w Marelli Eex MotorPower:7.5kw Z88-K4	1 unit	-	-
150000454	MYR5	DWM Labuan	Flender HelicalGear w Marelli Eex MotorPower:7.5kw Z88-K4	1 unit	-	-
150000455	MYR5	DWM Labuan	Flender HelicalGear w Marelli Eex MotorPower:7.5kw Z88-K4	1 unit	-	-
150000456	MYR5	DWM Labuan	Flender HelicalGear w Marelli Eex MotorPower:7.5kw Z88-K4	1 unit	-	-
150000460	MYR5	DWM Labuan	Diaphragm Pump Model T8	1 unit	600.00	360.00
150000461	MYR5	DWM Labuan	Diaphragm Pump Model T8	1 unit	600.00	360.00
150000462	MYR5	DWM Labuan	Diaphragm Pump Model T8	1 unit	-	-
150000464	MYR5	DWM Labuan	14"x 12ft Auger	1 unit	1,250.00	500.00
150000465	MYR5	DWM Labuan	14"x 12ft Auger	1 unit	5,764.00	2,305.60
150000467	MYR6	DWM Labuan	14"x 12ft Auger	1 unit	2,458.00	983.20
150000468	MYR5	DWM Labuan	14"x 12ft Auger	1 unit	930.00	372.00
150000480	MYR5	DWM Labuan	Weifab-7.5kw Motor,IIB Exe	1 unit	-	-
150000481	MYR5	DWM Labuan	Weifab-7.5kw Motor,IIB Exe	1 unit	-	-
150000486	MYR5	DWM Labuan	Helical Gear - HU85A IAI132, 7.5kw, Ratio 26, B3	1 unit	-	-
150000497	MYR5	DWM Labuan	Motor 7.5kw, IIB EEx d T4, 460/3p/60Hz 4pole, B5	1 unit	-	-

RENTAL EQUIPMENT - LABUAN

150000488	MYR5	DWM Labuan	FHD DE1000 FHD240 & Rotodiff upgrade kit	1 unit	7,379.26	4,427.56
150000491	MYR5	DWM Labuan	14"x 12ft Auger	1 unit	570.00	226.00
150000493	MYR5	DWM Labuan	FHD DE1000 SN578	1 unit	20,200.44	8,080.18
150000494	MYR5	DWM Labuan	NETZSCH PUMP NM0083L (Transfer)	1 unit	2,849.09	1,059.64
150000497	MYR5	DWM Labuan	Wilden Pump - Rig DD3	1 unit	354.82	212.77
150000498	MYR5	DWM Labuan	Wilden Pump - Rig DD3	1 unit	354.82	212.77
150000499	MYR5	DWM Labuan	Wilden Pump - Rig DD3	1 unit	354.62	212.77
150000500	MYR5	DWM Labuan	FHD DE1000 FHD00451	1 unit	48,104.60	19,241.84
150000501	MYR5	DWM Labuan	Feed Pump	1 unit	-	-
150000502	MYR5	DWM Labuan	Filtration Unit -VPL/DE600-TDW610	2 unit	-	-
150000510	MYR5	DWM Labuan	Gear Box 10HP-Rig Tender 9	1 unit	-	-
150000511	MYR5	DWM Labuan	Centrifugal Pump c/w Skid	1 unit	-	-
150000513	MYR5	DWM Labuan	NETZSCH Nemo Monopump	1 unit	-	-
150000515	MYR5	DWM Labuan	Barrel Conveyor	1 unit	-	-
150000519	MYR5	DWM Labuan	SSSB/INV/2011/001-Surla Shear Mixing ER002/11	1 unit	-	-
150000524	MYR5	DWM Labuan	SSSB/INV/2011/001-Surla Shear Mixing ER002/11	1 unit	-	-
150000530	MYR5	DWM Labuan	14"x 12ft Auger	1 unit	2,084.00	813.60
150000534	MYR5	DWM Labuan	Helical Gear Unit HU85A 1A1132, 7.5KW ER 11-DW-017	1 unit	-	-
150000534	MYR5	DWM Labuan	Helical Gear Unit HU86A 1A1132, 7.5KW ER 11-DW-017	1 unit	-	-
150000540	MYR5	DWM Labuan	Wilden Pump Complete with Hose, Reducer, Cam Lock	1 unit	-	-
150000541	MYR5	DWM Labuan	Wilden Pump Complete with Hose, Reducer, Cam Lock	1 unit	-	-
150000550	MYR5	DWM Labuan	14"x 12ft Auger	1 unit	8,811.75	3,524.70
150000554	MYR5	DWM Labuan	14"x 12ft Auger	1 unit	7,416.75	2,966.70
150000563	MYR5	DWM Labuan	Big Bowl Centrifuge c/w Feed Pump	1 unit	-	-
150000567	MYR5	DWM Labuan	H900 Tema Cutting Dryer	1 unit	82,307.14	24,822.68
150000567	MYR5	DWM Labuan	H900 Cutting Dryer Base Skid	1 unit	740.00	444.00
150000564	MYR5	DWM Labuan	H900 Cutting Dryer	1 unit	67,124.40	40,274.64
150000587	MYR5	DWM Labuan	Helical Gear Unit 7.5kw, Ratio 28, B3	1 unit	-	-
150000586	MYR5	DWM Labuan	7.5KW Motor, IIB EExd T4, 460/3p/60hz 4 pole, B5	1 unit	-	-
150000593	MYR5	DWM Labuan	Helical Gear Unit c/w ex-proof Motor	1 unit	-	-
150000596	MYR5	DWM Labuan	NETZSCH Nemo Pump NM063SY01106B	1 unit	6,150.00	2,460.00
150000817	MYR5	DWM Labuan	Duplex Cartridge Unit	1 unit	17,219.23	10,331.54
150000626	MYR5	DWM Labuan	Single Vertical Pressure Leaf Unit/VPL420 Filtrati	1 unit	85,575.00	39,345.00
150000627	MYR5	DWM Labuan	Single Vertical Pressure Leaf Unit/VPL420 Filtrati	1 unit	65,575.00	39,345.00
150000636	MYR5	DWM Labuan	Space Saver Centrifugal Pump w Skid	1 unit	-	-
150000637	MYR5	DWM Labuan	Space Saver Centrifugal Pump w Skid	1 unit	-	-
150000638	MYR5	DWM Labuan	Space Saver Centrifugal Pump w Skid	1 unit	-	-
150000839	MYR5	DWM Labuan	Mission Magnum	1 unit	-	-
150000640	MYR5	DWM Labuan	Space Saver Centrifugal Pump w Skid	1 unit	-	-
150000649	MYR5	DWM Labuan	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
150000650	MYR5	DWM Labuan	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
150000651	MYR5	DWM Labuan	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
150000652	MYR5	DWM Labuan	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
150000653	MYR5	DWM Labuan	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
150000654	MYR5	DWM Labuan	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
150000655	MYR5	DWM Labuan	Portable Turbidimeter 2100Q01/Filtration Test Kit	1 unit	-	-
150000670	MYR5	DWM Labuan	Graco Air Operated 2150	1 unit	-	-
150000671	MYR5	DWM Labuan	Graco Air Operated 3275	1 unit	-	-
150000683	MYR4	DF Lbn	Aqua Shear Mixing Hopper Modification & Installation	1 unit	-	-
150000683	MYR4	DF Lbn	Hopper Modification & Installation (Mat & Equip)	1 unit	-	-
150000684	MYR5	DWM Labuan	Graco Air Operated 2150	1 unit	-	-
150000685	MYR5	DWM Labuan	Graco Air Operated 2150	1 unit	-	-
150000686	MYR5	DWM Labuan	Graco Air Operated 2150	1 unit	-	-
150000687	MYR5	DWM Labuan	Graco Air Operated 3275	1 unit	-	-
150000688	MYR5	DWM Labuan	Graco Air Operated 3275	1 unit	-	-
150000689	MYR5	DWM Labuan	Graco Air Operated 3275	1 unit	-	-
150000690	MYR5	DWM Labuan	Effluent Tank (Size 32" x 4' x 4')	1 unit	-	-
150000691	MYR5	DWM Labuan	Skimmer Tank (Size 4' x 4' x 4')	1 unit	-	-
150000694	MYR5	DWM Labuan	14"x 12ft Auger	1 unit	5,763.75	2,305.50
150000695	MYR5	DWM Labuan	14"x 12ft Auger	1 unit	5,763.75	2,305.50
150000697	MYR5	DWM Labuan	14"x 12ft Auger	1 unit	4,110.75	1,644.30
150000712	MYR5	DWM Labuan	Ex "D" IIB T4 Enclosure Cast "Junction Box"	1 unit	-	-
150000714	MYR5	DWM Labuan	Ex "D" IIB T4 Enclosure Cast "Control Box"	1 unit	-	-
150000720	MYR5	DWM Labuan	Motor & Gearbox 7.5kw (10HP)	1 unit	-	-
150000729	MYR5	DWM Labuan	Ex-Proof Gearer Motor	1 unit	-	-
150000738	MYR5	DWM Labuan	Fabrication BS EN 12079 skid/frame	1 unit	76,000.00	45,600.00
150000738	MYR5	DWM Labuan	SondexTitanium plate dual heat exchanger	1 unit	18,468.00	9,880.80
150000738	MYR5	DWM Labuan	Fabrication stainless steel manifold	1 unit	12,760.40	7,656.24
150000739	MYR5	DWM Labuan	Fabrication BS EN 12079 skid/frame	1 unit	-	-
150000739	MYR5	DWM Labuan	Fabrication stainless steel manifold	1 unit	-	-
150000739	MYR5	DWM Labuan	SondexTitanium plate dual heat exchanger	1 unit	-	-
150000740	MYR5	DWM Labuan	Fabrication BS EN 12079 skid/frame	1 unit	35,000.00	21,000.00
150000740	MYR5	DWM Labuan	SondexTitanium plate single heat exch	1 unit	14,760.00	8,858.00
150000740	MYR5	DWM Labuan	Fabrication stainless steel manifold	1 unit	9,257.75	5,554.85
150000741	MYR5	DWM Labuan	Fabrication BS EN 12079 skid/frame	1 unit	35,000.00	21,000.00
150000741	MYR5	DWM Labuan	SondexTitanium plate single heat exch	1 unit	14,760.00	8,858.00
150000741	MYR5	DWM Labuan	Fabrication stainless steel manifold	1 unit	9,257.75	5,554.85
150000780	MYR5	DWM Labuan	DE Press Filtration System Double Port	1 unit	5,865.00	2,346.00
150000762	MYR5	DWM Labuan	VPL DE 600 TDW 610-50/40	1 unit	5,760.00	3,456.00
150000786	MYR5	DWM Labuan	Dual Cartridge Port	1 unit	4,905.00	1,962.00
150000787	MYR5	DWM Labuan	TDW 610-05 Dual Cartridge Port	1 unit	5,018.00	2,006.40

RENTAL EQUIPMENT - LABUAN

150000768	MYR5	DWM Labuan	Double Cartridge Port	1 unit	3,867.30	1,546.92
150000769	MYR5	DWM Labuan	Submersible Pump c/w 75HP Motor	1 unit	-	-
150000770	MYR5	DWM Labuan	Submersible Pump c/w 75HP Motor	1 unit	-	-
150000779	MYR5	DWM Labuan	GL Flow Liquid Turbine Flowmeter LX/FL1/6"/IS	1 unit	-	-
150000780	MYR5	DWM Labuan	GL Flow Liquid Turbine Flowmeter LX/FL1/6"/IS	1 unit	-	-
150000781	MYR5	DWM Labuan	GL Flow Liquid Turbine Flowmeter LX/FL1/6"/IS	1 unit	-	-
150000782	MYR5	DWM Labuan	GL Flow Liquid Turbine Flowmeter LX/FL1/6"/IS	1 unit	-	-
150000783	MYR5	DWM Labuan	GL Flow Liquid Turbine Flowmeter LX/FL1/6"/IS	1 unit	-	-
150000784	MYR5	DWM Labuan	GL Flow Liquid Turbine Flowmeter LX/FL1/6"/IS	1 unit	-	-
150000785	MYR5	DWM Labuan	GL Flow Liquid Turbine Flowmeter LX/FL1/6"/IS	1 unit	-	-
150000786	MYR5	DWM Labuan	GL Flow Liquid Turbine Flowmeter LX/FL1/8"/IS	1 unit	-	-
150000787	MYR5	DWM Labuan	DE Press Filtration System Single Port VPL800	1 unit	-	-
150000789	MYR5	DWM Labuan	GRINDEX Electrical Submersible Pump Magnum	1 unit	-	-
150000791	MYR5	DWM Labuan	GRINDEX Electrical Submersible Pump Magnum	1 unit	-	-
150000794	MYR5	DWM Labuan	MAGNUM Control Panel	1 unit	-	-
150000795	MYR5	DWM Labuan	MAGNUM Control Panel	1 unit	-	-
150000803	MYR5	DWM Labuan	2100Q Portable Turbidimeter (2100Q01)	1 unit	-	-
150000804	MYR5	DWM Labuan	2100Q Portable Turbidimeter (2100Q01)	1 unit	-	-
150000805	MYR5	DWM Labuan	2100Q Portable Turbidimeter (2100Q01)	1 unit	-	-
150000845	MYR5	DWM Labuan	W/iden Pump - LBN	1 set	1,660.00	664.00
150000846	MYR5	DWM Labuan	W/iden Pump - LBN	1 set	1,660.00	664.00
150000847	MYR5	DWM Labuan	W/iden Pump - LBN	1 set	1,660.00	664.00
150000874	MYR5	DWM Labuan	Centrifuge DE 1000 FHD478 & Rotodiff upgrade	1 set	17,027.32	6,810.93
150000875	MYR5	DWM Labuan	DE1000 CENTRIFUGE SN265	1 set	74,476.98	29,790.79
150000929	MYR5	DWM Labuan	SV60V GUZZLA-Vacuum Loading Slurry Pump	1	15,879.55	6,351.82
150000930	MYR5	DWM Labuan	SV60V GUZZLA-Vacuum Loading Slurry Pump	1	15,879.55	6,351.82
150000955	MYR5	DWM Labuan	C0EL80 CCF18G 500Vmax AC TPN explosion proof		27,885.00	16,731.00
150000936-1	MYR5	DWM Labuan	10x4ft Tubular Auger c/w 10HP Geared Motor		-	-
150000937	MYR5	DWM Labuan	12x48ft Screw Conveyer c/w 10HP Geared Motor	1	-	-
160000937	MYR5	DWM Labuan	12x48ft Screw Conveyer c/w 10HP Geared Motor	1	-	-
150000938	MYR5	DWM Labuan	Auger Stand (Adjustable height)	1	-	-
150000939	MYR5	DWM Labuan	12x48ft Screen Conveyor (Intermediate)	1	-	-
150000940	MYR5	DWM Labuan	12x48ft Screw Conveyer c/w 10HP Geared Motor	1	-	-
150000940	MYR5	DWM Labuan	12x48ft Screw Conveyer c/w 10HP Geared Motor		-	-
150000941	MYR5	DWM Labuan	12x60ft Screw Conveyer c/w 10HP Geared Motor	1	-	-
150000941	MYR5	DWM Labuan	12x60ft Screw Conveyer c/w 10HP Geared Motor		-	-
150000943	MYR5	DWM Labuan	12"x12ft Screw Conveyer c/w 10HP Geared Motor	1	-	-
150000944	MYR5	DWM Labuan	12x48ft Screw Conveyer c/w 10HP Geared Motor	1	-	-
150000949	MYR5	DWM Labuan	12"x12ft Screw Conveyer c/w 10HP Geared Motor	1	-	-
150000949	MYR5	DWM Labuan	12"x12ft Screw Conveyer c/w 10HP Geared Motor		-	-
150000950	MYR5	DWM Labuan	12x60ft Screw Conveyer c/w 10HP Geared Motor	1	-	-

1. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by our Board who collectively and individually accept full responsibility for the completeness and accuracy of the information and confirm that after making all reasonable enquiries and to the best of their knowledge and belief, there are no false or misleading statements or other facts, the omission of which would make any statement in this Circular false or misleading.

2. CONSENT AND DECLARATION OF CONFLICT OF INTEREST**2.1 M & A Securities****Consent**

M & A Securities has given and has not subsequently withdrawn its written consent to the inclusion of its name and all references thereon in the form and context in which they appear in this Circular.

Conflict of interest

M & A Securities confirms that there is no conflict of interest that exists or is likely to exist in its capacity as Principal Adviser to our Company in relation to the Proposed Disposal.

2.2 QuantePhi**Consent**

QuantePhi, being the Independent Adviser to our shareholders for the Proposed Disposal, has given and has not subsequently withdrawn its written consent for the inclusion in this Circular of its name and all references thereto in the form and context in which they appear in this Circular.

Conflict of interest

QuantePhi confirms that there is no conflict of interest that exists or is likely to exist in its capacity as in relation to its role as Independent Adviser to our shareholders for the Proposed Disposal.

2.4 CBRE | WTW**Consent**

CBRE | WTW, being the independent valuer for Dataran Prima Property (in receivership), has given and has not subsequently withdrawn its written consent for the inclusion in this Circular of its name, valuation report and all references thereto in the form and context in which they appear in this Circular.

Conflict of interest

CBRE | WTW confirms that there is no conflict of interest that exists or is likely to exist in its capacity as in relation to its role as independent valuer for the Receiver & Manager in relation to the Dataran Prima Property.

2.4 Astoca**Consent**

Astoca, being the Independent Valuer for SOSB Inventories and Equipment (in receivership), has given and has not subsequently withdrawn its written consent for the inclusion in this Circular of its name, valuation report and all references thereto in the form and context in which they appear in this Circular.

Conflict of interest

Astoca confirms that there is no conflict of interest that exists or is likely to exist in its capacity as in relation to its role as Independent Valuer for the Receiver & Manager in relation to the SOSB Inventories and Equipment.

3. MATERIAL COMMITMENT AND CONTINGENT LIABILITIES

As at LPD, save for the capital commitment for SOL Group stated in Section 5 of Appendix IV, there are no material commitments and contingent liabilities incurred or known to be incurred by our Group that are likely to have an impact on our profits or NA upon becoming enforceable.

4. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at our Registered Office at No. 2-1, Jalan Sri Hartamas 8, Sri Hartamas, 50480 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia during normal business hours from Monday to Friday (except public holidays) from the date of this Circular up to the date of the EGM:

- (a) Our Constitution;
- (b) Articles of Association/Constitution of Scomi KMC, SOL and SOSB;
- (c) The Disposal Agreements referred to in Appendix I;
- (d) The valuation reports in relation to the Dataran Prima Property SOSB Inventories and Equipment enclosed in Appendix VI and Appendix VII respectively;
- (e) Audited consolidated financial statements of our Group for 15M-FPE 30 June 2019 and FYE 30 June 2020 to 2021 and the latest unaudited consolidated financial statements of our Group for 9M-FPE 31 March 2022;
- (f) Audited financial statements of Scomi KMC and SOL Group for 15M-FPE 30 June 2019 and FYE 30 June 2020 to 2021 and the latest unaudited financial statements of both Scomi KMC and SOL Group for 9M-FPE 31 March 2022;
- (g) The relevant cause papers in respect of material litigation referred in Section 5 of Appendix II and Section 4 of Appendix IV of this Appendix; and
- (h) Letters of consent and declarations of conflict of interest as referred to in Section 2 of this Appendix.

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SCOMI ENERGY SERVICES BHD

Registration no. 199601025627 (397979-A)
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting (“**EGM**” or “**Meeting**”) of Scomi Energy Services Bhd (“**SESB**” or the “**Company**”) will be held and conducted on a fully virtual basis through live streaming and online remote voting via the online meeting platform at <https://meeting.boardroomlimited.my> (Domain Registration No. with MYNIC - D6A357657) on Monday, 8 August 2022 at 11.00 a.m. or at any adjournment thereof for the purpose of considering and, if thought fit, passing with or without modifications, the following resolution:

ORDINARY RESOLUTION

PROPOSED DISPOSAL:

- (A) **BY SESB OF ITS 48% EQUITY INTEREST IN SCOMI KMC SDN BHD (“SCOMI KMC”) (A SUBSIDIARY OF SESB) AND 100% EQUITY INTEREST IN SCOMI OILFILED LIMITED (“SOL”) (A WHOLLY-OWNED SUBSIDIARY OF SESB) (TOGETHER WITH 9 OF ITS EXISTING SUBSIDIARIES) TO CAHYA MATA OILTOOLS SDN BHD (“SPV 1”), A 75% OWNED SUBSIDIARY OF CAHYA MATA SARAWAK BERHAD (“CMS”); AND**
- (B) **BY SCOMI OILTOOLS SDN BHD (“SOSB”) (A WHOLLY-OWNED SUBSIDIARY OF SOL) OF ITS 4% EQUITY INTEREST (TOGETHER WITH THE ENTIRE 25,000,000 REDEEMABLE PREFERENCE SHARES) IN SCOMI KMC, 25% INTEREST IN SCOMI OILTOOLS GULF W.L.L. (“SOG KUWAIT”) AND 25% EQUITY INTEREST IN CONTINENTAL WIRE CLOTH (MALAYSIA) SDN BHD (FORMERLY KNOWN AS GLOBAL OILFIELD PRODUCTS SDN BHD) (“GOP JOHOR”), DATARAN PRIMA PROPERTY AND SOSB INVENTORIES AND EQUIPMENT TO OILTOOLS INTERNATIONAL SDN BHD (“SPV 2”), A WHOLLY-OWNED SUBSIDIARY OF SPV 1;**

FOR A TOTAL CASH CONSIDERATION OF RM21,000,000

- (C) **BY SOL OF ITS 100% EQUITY INTEREST IN THE IDENTIFIED COMPANIES (AS DEFINED HEREAFTER) TO FALCON RESIDENCES SDN BHD (“FALCON”) FOR A NOMINAL CASH CONSIDERATION OF RM 1**

(COLLECTIVELY REFERRED TO AS “PROPOSED DISPOSAL”)

“THAT subject to the fulfilment of all the conditions precedent under:

- (i) conditional sale and purchase agreement dated 17 March 2022 between the Company and SPV1, a 75% owned subsidiary of CMS, and all approvals being obtained from the relevant authorities and/or parties (if required), approval be and is hereby given to the Company to dispose of 48% equity interest in Scomi KMC and 100% equity interest in SOL to SPV1 for a cash consideration of RM13,505,000;
- (ii) conditional share sale agreement dated 17 March 2022 between SOSB and SPV 2, a wholly-owned subsidiary of SPV 1, and all approvals being obtained from the relevant authorities and/or parties (if required), approval be and is hereby given to SOSB to dispose of its 4% equity interest (together with the entire 25,000,000 redeemable preference shares) in Scomi KMC, 25% equity interest in SOG Kuwait and 25% equity interest in GOP Johor for a cash consideration of RM2,600,001;
- (iii) conditional sale and purchase agreement dated 17 March 2022 between SOSB and SPV 2, and all approvals being obtained from the relevant authorities and/or parties (if required), approval be and is hereby given to SOSB to dispose of a unit of 5-storey shop office in No. 1-1, Block C1, Jalan PJU 1/41, Dataran Prima, 47301 Petaling Jaya, Selangor identified as premise used by SESB for its office (“**Dataran Prima Property**”) to SPV 2 for a cash consideration of RM3,000,000;
- (iv) conditional asset purchase agreement dated 17 March 2022 between SOSB and SPV 2, and all approvals being obtained from the relevant authorities and/or parties (if required), approval be and is hereby given to SOSB to dispose of all its remaining inventories and equipment (“**SOSB Inventories and Equipment**”) to SPV 2 for a cash consideration of RM1,894,999; and
- (v) conditional share sale agreement dated 17 March 2022 between SOL and Falcon, and all approvals being obtained from the relevant authorities and/or parties (if required), approval be and is hereby given to SOL to dispose of the entire equity interest in Scomi Oiltools Pakistan (Pvt) Ltd, Scomi Equipment Inc, KMC OB Capital Berhad, Vibratherm Limited, Scomi Oiltools Pty Ltd, Scomi Oiltools Africa Ltd Congo (Sarlu), KMC Oiltools BV, SOSB and Scomi Platinum Sdn Bhd to Falcon for a nominal cash consideration of RM1.”

"THAT the Board of Directors of the Company ("**Board**") be and is hereby authorised to do all acts and things as may be deemed fit, necessary or expedient to give full effect to the Proposed Disposal with full power to assent to any conditions, modifications, variations and/or amendments in any manner as may be in the best interest of the Company or SOL and SOSB or as may be required or imposed by the relevant authorities, and to take all such steps and actions as the Board deems necessary or expedient in order to implement, finalise and give full effect to the Proposed Disposal."

BY ORDER OF THE BOARD

CHEN WEE SAM (SSM PC No. 202008002853) (LS 0009709)

THONG PUI YEE (SSM PC No. 202008000510) (MAICSA 7067416)

Joint Company Secretaries

Kuala Lumpur

21 July 2022

Notes:

- (i) *The Company will conduct the EGM on a fully virtual basis through live streaming and online remote voting via the online meeting platform at <https://meeting.boardroomlimited.my> (Domain Registration No. with MYNIC - D6A357657). **Please read these Notes carefully and follow the Procedures in the Administrative Guide for the EGM in order to register, attend, participate and vote remotely.***
- (ii) *All meeting participants of the EGM including the Chairperson of the Meeting, Board Members, Senior Management and Shareholders are to participate in the Meeting online, which is in line with the revised Guidance Note and Frequently Asked Questions ("**FAQ**") on the Conduct of General Meetings for Listed Issuers ("**the Revised Guidance Note and FAQ**") issued by the Securities Commission Malaysia on 7 April 2022. According to the Revised Guidance Note and FAQ, an online meeting platform can be recognised as the meeting venue or place under Section 327(2) of the Companies Act 2016 provided that the online platform is located in Malaysia.*
- (iii) *A member of the Company entitled to attend and vote at the EGM of the Company shall be entitled to appoint not more than two (2) proxies to exercise all or any of his/her/its rights to attend, participate (including to pose questions to the Board of the Company) and vote in his/her/its stead. A proxy may but need not be a member and there shall be no restriction as to the qualification of the proxy.*
- (iv) *Where a member appoints two (2) proxies, the appointment shall be invalid unless he/she/it specifies the proportions of his/her/its shareholdings to be represented by each proxy.*
- (v) *In respect of deposited securities, only members whose names appear on the Record of Depositors on 27 July 2022 (EGM Record of Depositors) shall be eligible to attend, participate and vote at the EGM or appoint proxy(ies) to attend, participate and vote on his/her/its behalf.*
- (vi) *Where a member of the Company is an Exempt Authorised Nominee as defined under the Securities Industry (Central Depositories) Act 1991, who holds ordinary shares in the Company for multiple beneficial owners in one securities account ("**omnibus account**"), there is no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each omnibus account it holds.*
- (vii) *Where a member of the Company is an Authorised Nominee as defined under the Securities Industry (Central Depositories) Act 1991, it is entitled to appoint not more than two (2) proxies in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.*
- (viii) *The instrument appointing a proxy, in case of an individual shall be signed by the appointer or his/her attorney duly authorised in writing or, if the member is a corporation, either be executed under its common seal or by its duly authorised attorney or officer.*
- (ix) *The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a duly notarised certified copy of that power or authority, shall be deposited at the Company's Share Registrar office at Ground Floor or 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia or by electronic means via Boardroom Smart Investor portal at <https://investor.boardroomlimited.com> not less than forty-eight (48) hours before the time for holding the EGM or any adjournment thereof at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default, the instrument of proxy shall not be treated as valid.*
- (x) *Pursuant to Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, the resolution set out in the Notice of the EGM will be put to vote by way of poll.*

Personal Data Privacy:

*By submitting form(s) of proxy appointing a proxy(ies) and/or representative(s) to attend, participate and vote at the EGM and/or at any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxy(ies) and/or representative(s) appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.*

Scomi

SCOMI ENERGY SERVICES BHD
Registration no. 199601025627 (397979-A)
(Incorporated in Malaysia)

FORM OF PROXY

No. of shares held	CDS Account No.												

I / We _____
(FULL NAME IN BLOCK LETTERS)

(NRIC No./ Company Registration No./ Passport No. _____)

of _____
(FULL ADDRESS)

being a member/members of **SCOMI ENERGY SERVICES BHD**, hereby appoint

Name of Proxy (FULL NAME IN BLOCK LETTERS)	NRIC No./Passport No.	% of Shareholdings to be Represented (Please refer to Note iv)
Address		
Contact No.:	Email address:	

and/or failing him/her

Name of Proxy (FULL NAME IN BLOCK LETTERS)	NRIC No./Passport No.	% of Shareholdings to be Represented (Please refer to Note iv)
Address		
Contact No.:	Email address:	

or failing *him/her, the CHAIRMAN OF THE MEETING as *my/our proxy/proxies to vote for *me/us on *my/our behalf at the Extraordinary General Meeting ("**EGM**") of the Company to be held and conducted on a fully virtual basis through live streaming and online remote voting via the online meeting platform at <https://meeting.boardroomlimited.my> (Domain Registration No. with MYNIC - D6A357657) on Monday, 8 August 2022 at 11.00 a.m. or at any adjournment in respect of *my/our shareholding in the manner indicated below:

No.	Ordinary Resolution	For	Against
1.	Proposed Disposal		

Please indicate with a "x" in the spaces provided how you wish your votes to be cast. In the absence of specific instructions, your proxy/proxies shall vote or abstain as he/she/they thinks fit.

Dated this _____ day of _____ 2022

Signature/Seal

* Strike out whichever is not applicable



Notes:

- (i) The Company will conduct the EGM on a fully virtual basis through live streaming and online remote voting via the online meeting platform at <https://meeting.boardroomlimited.my> (Domain Registration No. with MYNIC - D6A357657). **Please read these Notes carefully and follow the Procedures in the Administrative Guide for the EGM in order to register, attend, participate and vote remotely.**
- (ii) All meeting participants of the EGM including the Chairperson of the Meeting, Board Members, Senior Management and Shareholders are to participate in the Meeting online, which is in line with the revised Guidance Note and Frequently Asked Questions ("FAQ") on the Conduct of General Meetings for Listed Issuers ("**the Revised Guidance Note and FAQ**") issued by the Securities Commission Malaysia on 7 April 2022. According to the Revised Guidance Note and FAQ, an online meeting platform can be recognised as the meeting venue or place under Section 327(2) of the Companies Act 2016 provided that the online platform is located in Malaysia.
- (iii) A member of the Company entitled to attend and vote at the EGM of the Company shall be entitled to appoint not more than two (2) proxies to exercise all or any of his/her/its rights to attend, participate (including to pose questions to the Board of the Company) and vote in his/her/its stead. A proxy may but need not be a member and there shall be no restriction as to the qualification of the proxy.
- (iv) Where a member appoints two (2) proxies, the appointment shall be invalid unless he/she/it specifies the proportions of his/her/its shareholdings to be represented by each proxy.
- (v) In respect of deposited securities, only members whose names appear on the Record of Depositors on 27 July 2022 (EGM Record of Depositors) shall be eligible to attend, participate and vote at the EGM or appoint proxy(ies) to attend, participate and vote on his/her/its behalf.
- (vi) Where a member of the Company is an Exempt Authorised Nominee as defined under the Securities Industry (Central Depositories) Act 1991, who holds ordinary shares in the Company for multiple beneficial owners in one securities account ("**omnibus account**"), there is no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each omnibus account it holds.
- (vii) Where a member of the Company is an Authorised Nominee as defined under the Securities Industry (Central Depositories) Act 1991, it is entitled to appoint not more than two (2) proxies in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.
- (viii) The instrument appointing a proxy, in case of an individual shall be signed by the appointer or his/her attorney duly authorised in writing or, if the member is a corporation, either be executed under its common seal or by its duly authorised attorney or officer.
- (ix) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a duly notarised certified copy of that power or authority, shall be deposited at the Company's Share Registrar office at Ground Floor or 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia or by electronic means via Boardroom Smart Investor portal at <https://investor.boardroomlimited.com> not less than forty-eight (48) hours before the time for holding the EGM or any adjournment thereof at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default, the instrument of proxy shall not be treated as valid.
- (x) Pursuant to Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, the resolution set out in the Notice of the EGM will be put to vote by way of poll.

Personal Data Privacy:

By submitting form(s) of proxy appointing a proxy(ies) and/or representative(s) to attend, participate and vote at the EGM and/or at any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxy(ies) and/or representative(s) appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.

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AFFIX
STAMP

BOARDROOM SHARE REGISTRARS SDN BHD

THE SHARE REGISTRAR OF

SCOMI ENERGY SERVICES BHD
Registration no. 199601025627 (397979-A)
(Incorporated in Malaysia)

Ground Floor or 11th Floor, Menara Symphony
No.5, Jalan Prof. Khoo Kay Kim
Seksyen 13
46200 Petaling Jaya
Selangor Darul Ehsan
Malaysia

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