

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.

Bursa Malaysia Securities Berhad ("Bursa Securities") takes no responsibility for the contents of this Circular, valuation certificate and report (if any), makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Circular.

You should rely on your own evaluation to assess the merits and risks of the Proposed Disposal (as defined herein). 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.



SAPURA ENERGY BERHAD

Registration No. 201101022755 (950894-T)
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS IN RELATION TO

THE PROPOSED DISPOSAL OF SAPURA T-19, SAPURA T-20 AND SAPURA SETIA BY SAPURA DRILLING T-19 LTD., SAPURA DRILLING T-20 LTD. AND SAPURA DRILLING SETIA LTD. RESPECTIVELY, ALL WHOLLY OWNED SUBSIDIARIES OF SAPURA DRILLING (BERMUDA) LTD., A WHOLLY OWNED SUBSIDIARY OF SAPURA DRILLING PTE. LTD. (LABUAN) WHICH IS A WHOLLY OWNED SUBSIDIARY OF SAPURA ENERGY BERHAD, TO NKD MARITIME LIMITED FOR A TOTAL AGGREGATE PRICE OF USD8,200,000.00 (EQUIVALENT TO RM35,144,954) ("PROPOSED DISPOSAL")

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

The Extraordinary General Meeting ("EGM") will be held on a fully virtual basis and entirely via remote participation and voting through live streaming and online remote voting using Remote Participation and Electronic Voting facilities via the online meeting platform at <https://meeting.boardroomlimited.my> (Domain Registration No. with MYNIC: D6A357657).

As a shareholder, you are encouraged to go online, participate, and vote at the EGM using the Remote Participation and Electronic Voting Facilities as the Company will be conducting its EGM fully virtual via live webcast and online remote voting. If you wish to appoint a proxy to participate and vote on your behalf, you may deposit your Form of Proxy at the office of our Share Registrar, Boardroom Share Registrars Sdn. Bhd. or alternatively, you may lodge your Form of Proxy by electronic means through Boardroom Smart Investor Portal at <https://www.boardroomlimited.my/> (for individual shareholders only) or via e-mail to bsr.helpdesk@boardroomlimited.com. The completed Form of Proxy must be deposited/lodged not less than forty-eight (48) hours before the time set for holding the EGM indicated below or any adjournment thereof. The lodging of the Form of Proxy will not preclude you from participating the EGM and voting in person at the EGM should you subsequently wish to do so.

Last date and time for lodging the Form of Proxy : Saturday, 15 October 2022 at 3:00 p.m.

Date and time of our EGM : Monday, 17 October 2022 at 3:00 p.m.

This Circular is dated 1 October 2022

DEFINITIONS

Except where the context otherwise requires or where otherwise defined herein, the following terms and abbreviations shall apply throughout this Circular:-

“Act”	:	Companies Act 2016, as amended from time to time and any re-enactment thereof
“Agent”	:	Representative of the financiers for each of the MCF Facilities
“Board” or “Directors”	:	Board of Directors of SEB and the 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 six (6) months of the date on which terms of the transaction were agreed upon, a Director of the Company or any other company which is its subsidiary or holding company, or a chief executive officer of the Company, its subsidiary or holding company
“Bursa Securities”	:	Bursa Malaysia Securities Berhad
“Buyer”	:	NKD Maritime Limited (Company Registration No. 04727463)
“Circular”	:	This Circular dated 1 October 2022
“Conventional Facility Agent”	:	Agent for the conventional multicurrency term facilities granted under the Conventional Facilities Agreement
“Conventional Facilities Agreement”	:	The senior multicurrency term facilities agreement dated 29 March 2021 entered into between, among others, the Company and the Agent as the Conventional Facility Agent (as amended, supplemented and/or restated from time to time)
“Disposal Consideration”	:	Cash consideration of USD8,200,000.00 (equivalent to RM35,144,954)
“EGM”	:	Extraordinary General Meeting
“Exchange Rate”	:	Exchange rate of USD1= RM4.28597
“FPE”	:	Financial period ended
“FYE”	:	Financial year ended 31 January
“INR”	:	Indian Rupee
“Intercreditor Agreement”	:	The Intercreditor Agreement dated 15 January 2015 relating to the MCF Facilities entered between, amongst others, Sapura TMC Sdn. Bhd. and Maybank Investment Bank Berhad as Intercreditor Agent (as amended, supplemented and/or restated from time to time including on 29 March 2021 and 28 March 2022)
“LATAMI”	:	Loss after tax and minority interest
“Listing Requirements”	:	Main Market Listing Requirements of Bursa Securities and any amendments made thereto from time to time and any practice notes issued in relation thereto
“LPD”	:	5 September 2022, being the latest practicable date prior to the circulation of this Circular

DEFINITIONS (CONT'D)

- “Major Shareholder(s)” : A person, who includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, a major shareholder of the Company or any other corporation which is its subsidiary or holding company, has an interest or interests in one (1) or more voting shares in the Company and the total number of voting shares, or the aggregate of the total number of those voting shares, is:-
- (a) 10% or more of the total number of voting shares in the Company; or
 - (b) 5% or more of the total number of voting shares in the Company where such person is the largest shareholder of the Company.
- For the purpose of this definition “interest in shares” shall have the meaning given in Section 8 of the Act
- “MCF Agreement” : Multi-Currency Facility Agreement, agreements relating to the exercise completed by the Company on 31 March 2021 to refinance its borrowings
- “MCF Facilities” : Collectively (i) the conventional multicurrency term facilities granted under the Conventional Facilities Agreement, and (ii) the *sukuk murabahah* facility under which the Sukuk Murabahah constituted by the Sukuk Trust Deed were issued
- “MCF Financiers” : Collectively (i) the lenders under the Conventional Facilities Agreement, and (ii) the holders of the Sukuk Murabahah constituted by the Sukuk Trust Deed
- “Memorandum of Agreement” or “MOA” : Agreement to Sell and Purchase between Sapura Drilling T-19 Ltd, Sapura Drilling T-20 Ltd and Sapura Drilling Setia Ltd, with NKD Maritime Limited dated 18 August 2022
- “MFRS” : Malaysian Financial Reporting Standard
- “OPEX” : Operating expenditure
- “Person(s) Connected” : In relation to any person (referred to as “said Person”) means such person who falls under any one of the following categories:-
- (a) a family member of the said Person which family shall have the meaning given in Section 197 of the Act;
 - (b) a trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the said Person, or a family member of the said Person, is the sole beneficiary;
 - (c) a partner of the said Person;
 - (d) a person, or where the person is a body corporate, the body corporate or its directors, who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the said Person;
 - (e) a person, or where the person is a body corporate, the body corporate or its directors, in accordance with whose directions, instructions or wishes the said Person is accustomed or is under an obligation, whether formal or informal, to act;
 - (f) a body corporate in which the said Person, or persons connected with the said Person are entitled to exercise, or control the exercise of, not less than 20% of the votes attached to voting shares in the body corporate; or
 - (g) a body corporate which is a related corporation of the said Person.

DEFINITIONS (CONT'D)

“PN17”	:	Practice Note 17 of the Listing Requirements
“Proposed Disposal”	:	Proposed Disposal of Sapura T-19, Sapura T-20 and Sapura Setia by Sapura Drilling T-19 Ltd, Sapura Drilling T-20 Ltd. and Sapura Drilling Setia Ltd. respectively, all wholly owned subsidiaries of Sapura Drilling (Bermuda) Ltd., a wholly owned subsidiary of Sapura Drilling Pte. Ltd. (Labuan) which is a wholly owned subsidiary of SEB, for a total aggregate price of USD8,200,000 (equivalent to RM35,144,954) to NKD Maritime Limited
“Rigs”	:	Sapura T-19, Sapura T-20 and Sapura Setia (collectively, known as “the Rigs”)
“RM” and “sen”	:	Ringgit Malaysia and sen, respectively, being the lawful currency of Malaysia
“Sapura Drilling”	:	A division within SEB that spearheads SEB Group’s drilling business activities
“Sapura Drilling Setia Ltd.”	:	A wholly owned subsidiary of Sapura Drilling (Bermuda) Ltd., a wholly owned subsidiary of Sapura Drilling Pte. Ltd. (Labuan), which in turn is a wholly owned subsidiary of the Company
“Sapura Drilling T-19 Ltd.”	:	A wholly owned subsidiary of Sapura Drilling (Bermuda) Ltd., a wholly owned subsidiary of Sapura Drilling Pte. Ltd. (Labuan), which in turn is a wholly owned subsidiary of the Company
“Sapura Drilling T-20 Ltd.”	:	A wholly owned subsidiary of Sapura Drilling (Bermuda) Ltd., a wholly owned subsidiary of Sapura Drilling Pte. Ltd. (Labuan), which in turn is a wholly owned subsidiary of the Company
“Sapura Energy do Brasil Ltda.”	:	Sapura Energy do Brasil Ltda. (Company Registration No. 332.1041750-9), a company incorporated in Brazil and a subsidiary 99.9% owned by Sapura Energy DMCC (a company incorporated in United Arab Emirates) and 0.1% owned by Sapura Offshore Sdn. Bhd. Sapura Energy DMCC, a wholly owned subsidiary of Sapura Offshore Sdn. Bhd.
“Sapura Fabrication Sdn. Bhd.”	:	Sapura Fabrication Sdn. Bhd. (Company Registration No. 198201003562 (83307-K)), a company incorporated in Malaysia and a wholly owned subsidiary of SEB
“Sarku Engineering Services Sdn. Bhd.”	:	Sarku Engineering Services Sdn. Bhd. (Company Registration No. 197301000824 (13911-D)), a company incorporated in Malaysia and a wholly owned subsidiary of Sapura Energy Resources Sdn. Bhd.
“SEB” or the “Company”	:	Sapura Energy Berhad (Company Registration No. 201101022755 (950894-T))
“SEB Group” or the “Group”	:	SEB and its group of companies
“Sellers”	:	Sapura Drilling T-19 Ltd., Sapura Drilling T-20 Ltd. and Sapura Drilling Setia Ltd. (collectively, known as “Sellers”), all wholly owned subsidiaries of Sapura Drilling (Bermuda) Ltd., a wholly owned subsidiary of Sapura Drilling Pte. Ltd. (Labuan), which is a wholly owned subsidiary of the Company

DEFINITIONS (CONT'D)

“Stakeholder”	:	Messrs. Rahmat Lim & Partners, advocates & solicitors
“Sukuk Trust Deed”	:	the Sukuk Trust Deed dated 20 August 2015 entered into between, among others, Sapura TMC Sdn. Bhd. as issuer and Maybank Trustees Berhad as Sukuk Trustee (as amended, supplemented and/or restated from time to time including on 22 June 2021 and 28 March 2022)
“TAD”	:	Tender Assist Drilling
“TADR”	:	Tender Assist Drilling Rig
“USD”	:	US Dollar, being the lawful currency of the United States of America

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

DEFINITIONS (CONT'D)

All references to “**our Company**” or “**SEB**” in this Circular are to Sapura Energy Berhad. The reference to “**our Group**” is to our Company and our subsidiaries, and all references to “**we**”, “**us**”, “**our**” and “**ourselves**” are to our Company, and where the context requires otherwise, shall include our subsidiaries. All references to “**you**” or “**your**” in this Circular are to our shareholders.

All references to dates and times in this Circular are references to dates and times in Malaysia, unless otherwise stated. Words denoting the singular shall, where applicable, include the plural and vice versa, and words denoting the masculine gender shall, where applicable, include the feminine and/or neuter genders and vice versa. Reference to persons shall include companies and corporations.

Any reference to any provisions of the statutes, rules, regulations, enactments or rules of stock exchange shall (where the context admits), be construed as a reference to provisions of such statutes, rules, regulations, enactments or rules of stock exchange (as the case may be) as modified by any written law or (if applicable) amendments or re-enactment to the statutes, rules, regulations, enactments or rules of stock exchange for the time being in force.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE PROPOSED DISPOSAL CONTAINING:

		Page
	EXECUTIVE SUMMARY	vii
	LETTER FROM THE BOARD TO THE SHAREHOLDERS OF SEB IN RELATION TO THE PROPOSED DISPOSAL	1
1.	INTRODUCTION	1
2.	DETAILS OF THE PROPOSED DISPOSAL	2
3.	UTILISATION OF PROCEEDS	7
4.	RATIONALE FOR THE PROPOSED DISPOSAL	8
5.	RISK FACTORS	9
6.	EFFECTS OF THE PROPOSED DISPOSAL	10
7.	APPROVAL REQUIRED AND CONDITIONALITY	11
8.	HIGHEST PERCENTAGE RATIO	11
9.	CORPORATE EXERCISES ANNOUNCED BUT PENDING COMPLETION	11
10.	INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED	12
11.	DIRECTORS' STATEMENT AND RECOMMENDATION	12
12.	ESTIMATED TIMEFRAME FOR COMPLETION	12
13.	EGM	13
14.	FURTHER INFORMATION	13
	APPENDIX I – SALIENT TERMS OF THE MOA	14
	APPENDIX II – FURTHER INFORMATION	16
	APPENDIX III - NOTICE OF EGM & PROXY FORM	27

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXECUTIVE SUMMARY

THIS EXECUTIVE SUMMARY HIGHLIGHTS THE SALIENT INFORMATION REGARDING THE PROPOSED DISPOSAL. YOU ARE ADVISED TO READ AND CONSIDER CAREFULLY THE ENTIRE CONTENTS OF THIS CIRCULAR WITHOUT RELYING SOLELY ON THIS EXECUTIVE SUMMARY BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED DISPOSAL TO BE TABLED AT OUR FORTHCOMING EGM.

Key Information	Description	Reference to this Circular
Basis and justification in arriving at the Disposal Consideration	<p>Due to various reasons such as technical constraints of the Rigs, ageing asset/equipment, long period of cold-stacking, high reactivation costs, among others, the fair market value for the Rigs based on expected future cash flows could not be obtained as there is no potential demand for these Rigs. As such a demolition valuation approach (internal desktop valuation) was conducted as there is a potential sale in the demolition market.</p>	Section 2.7

The commercial evaluation for accepting the Disposal Consideration is based on the following:

Rig	WEIGHT (MT)	*MARKET STEEL PRICE/MT (NOTE: Had not taken into account any potential equipment that can still be made operational /removal items)**	***ESTIMATED RECEIVABLE VALUE (USD'mil) – ****Based on USD306/MT
SAPURA T-19	7,516	USD 270/MT	2.3
SAPURA T-20	9,260	USD 270/MT	2.8
SAPURA SETIA	10,050	USD 270/MT	3.1
TOTAL	26,826		8.2

*The market steel price was based on the indicative value obtained from demolition market on 21st July 2022 (<https://www.qoshipping.net/demolition-market>), whereby the steel price/ MT ranges around USD 265/MT to USD 275/MT).

**For the avoidance of doubt, the potential equipment that can still be made operational or removal items of the Rigs will be utilised for the other rigs, and does not form part of the Disposal Consideration.

***The estimated receivable value is net off cost of barge, heavy lifting and towing to nearest local demolition yard (wherever applicable), which shall be borne solely by the Buyer.

****USD306/MT is derived based on the Disposal Consideration of USD8.2 million offered by the Buyer, divided by the total weight (MT) of the Rigs.

The Disposal Consideration of the Rigs is based on a willing-buyer willing-seller basis (i.e., at USD8.2 million or an implied steel price/MT of USD306/MT). Based on the above, the implied steel price/MT of USD306/MT is at a premium of 13% (or USD36/MT) to the average market steel price/MT of USD270/MT.

In such situation, coupled with our strategic efforts to rebalance the supply and demand for this niche market, the Management and the Board truly believe that it is in the best interests of the Company to proceed with the disposal at a premium of 13% to market steel prices while reducing the supply of units worldwide, therefore positively impacting the foreseeable revenue generation of all remaining Sapura Drilling units.

EXECUTIVE SUMMARY (CONT'D)

Utilisation of Proceeds

It should be noted that under the existing terms of the Intercreditor Agreement relating to the MCF Facilities, the net proceeds of the disposal are required to be applied towards prepayment of the MCF Facilities, in the manner set out in the Intercreditor Agreement. Subject always to this condition, the Group proposes to utilize the proceeds from the Proposed Disposal as follows:

Section 3.0

Utilisation	Note	RM'000	Timeframe for utilisation of proceeds
Repayment of bank borrowings	(i)	34,795	Within 6 months
Estimated expenses relating to the Proposed Disposal	(ii)	350	Immediately
		<u>35,145</u>	

Notes:-

- (i) As at LPD, the Group has a total outstanding borrowing of RM11,085 million. The proposed repayment of borrowings amounting to RM34.8 million is expected to result in interest savings of approximately RM1.2 million to RM1.8 million per annum based on range of interest rate of 3.4% to 5.2%.

Under the existing terms of the Intercreditor Agreement relating to the MCF Facilities, the net proceeds of the disposal are required to be applied towards prepayment of the MCF Facilities, in the manner set out in the Intercreditor Agreement.

- (ii) Comprising printing, despatch, EGM expenses and miscellaneous expenses arising from the Proposed Disposal.

Any unutilised proceeds or shortfall from the amount earmarked for estimated expenses relating to the Proposed Disposal will be readjusted from the repayment of bank borrowings.

Rationale for the Proposed Disposal

The Rigs are either aging (Sapura Setia) or not technically competitive (Sapura T-19, Sapura T-20). Based on the market demand, the Company does not see any financially viable prospects that could cater for the Rigs to be reactivated in the foreseeable future. Therefore, the Rigs have a high probability of being stacked in the coming years which exposes the Company to more costs and risk of deterioration.

Section 4.0

The Proposed Disposal is part of the Company's focus on long-term sustainability and to improve its liquidity position, streamline its operating model and provide greater flexibility for strategic growth.

EXECUTIVE SUMMARY (CONT'D)

Risk Factors	<p>(i) Non-completion of the Proposed Disposal</p> <p>The completion of the Proposed Disposal is conditional upon the fulfilment of the condition precedent (as in Appendix I of this Circular) and compliance with the terms and conditions as stipulated in the MOA by the parties involved. In the event the condition precedent and/or terms is/are not fulfilled within the stipulated time as set out in the MOA (being two (2) months from the date of the MOA or such further extension as mutually agreed), or there occurs a breach of the terms and conditions, representations or warranties or failure by a party to perform its obligations under the MOA, the Proposed Disposal may be delayed or terminated. As such, there can be no assurance that the Proposed Disposal can be completed within the time period permitted under the MOA.</p> <p>(ii) Foreign exchange risk</p> <p>The Disposal Consideration will be settled in USD and remitted to the Group. As such, the Group is exposed to fluctuations in the exchange rate of RM versus the USD. Pursuant thereto, the final considerations received may be higher or lower depending on the exchange rate at the time.</p>	Section 5.0
Interest of Directors, Major Shareholders and/or Persons Connected	<p>None of the Directors or Major Shareholders of the Company and/or Persons Connected with them has any interest, direct or indirect, in relation to the Proposed Disposal.</p>	Section 10.0
Directors' Statement and Recommendation	<p>The Board (save for Encik Rohaizad Darus, a Non-Independent Non-Executive Director of SEB), having considered all aspects of the Proposed Disposal, is of the view that the Proposed Disposal is in the best interests of the Company.</p> <p>Encik Rohaizad Darus has expressed his reservation in respect of the Proposed Disposal due to the fact that the Rigs are to be sold as scrap without independent valuation being carried out to determine the current fair market value. However, the rest of the Board, having considered all information available to them including the explanation of Management as enumerated in Section 2.7 of this Circular, is of the opinion that the desktop valuation is sufficient considering that the Proposed Disposal is in line with SEB Group's strategy not to dispose the Rigs in a secondary market.</p> <p>Accordingly, the Board (save for Encik Rohaizad Darus) recommends that the shareholders vote in favour of the ordinary resolution pertaining to the Proposed Disposal to be tabled at the forthcoming EGM.</p>	Section 11.0



SAPURA ENERGY BERHAD
Registration No. 201101022755 (950894-T)
(Incorporated in Malaysia)

Registered Office:

Sapura@Mines
No. 7, Jalan Tasik
The Mines Resort City
43300 Seri Kembangan
Selangor Darul Ehsan
Malaysia

1 October 2022

Board of Directors

Dato' Mohammad Azlan Bin Abdullah (Non-Independent Non-Executive Chairman)
Datuk Mohd Anuar Bin Taib (Group Chief Executive Officer/ Executive Director)
Dato' Shahrman Shamsuddin (Non-Independent Non-Executive Director)
Mr Cosimo Borrelli (Non-Independent Non-Executive Director)
Datuk Muhamad Noor Bin Hamid (Independent Non-Executive Director)
Datuk Ramlan Bin Abdul Rashid (Independent Non-Executive Director)
Mr Lim Tiang Siew (Senior Independent Non-Executive Director)
Dato' Azmi Bin Mohd Ali (Independent Non-Executive Director)
Mr Lim Fu Yen (Independent Non-Executive Director)
Encik Rohaizad Darus (Non-Independent Non-Executive Director)

To: Our Shareholders

Dear Sir/Madam,

PROPOSED DISPOSAL

1. INTRODUCTION

On 19 August 2022, the Board announced that the Company had on 18 August 2022 entered into an MOA with the Buyer for the Proposed Disposal.

The purpose of this Circular is to provide you with relevant information relating to the Proposed Disposal and to seek your approval for the ordinary resolution pertaining to the Proposed Disposal to be tabled at the forthcoming EGM of the Company. The notice of the EGM together with the Form of Proxy are enclosed in this Circular.

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

2. DETAILS OF THE PROPOSED DISPOSAL

2.1 The Sellers have entered into the MOA for the disposal of the Rigs to the Buyer for an aggregate cash consideration of USD8,200,000.00 (equivalent to RM35,144,954 based on the Exchange Rate). The Proposed Disposal entails the disposal of the Rigs to the Buyer upon the terms and conditions of the MOA. The salient terms of the MOA are set out in Appendix I of this Circular.

2.2 Information on the Rigs

Sellers	Rigs	Type	Net book value* USD' million
Sapura Drilling T-19 Ltd.	Sapura T-19	Tender Assisted Drilling Rig	1.772
Sapura Drilling T-20 Ltd.	Sapura T-20	Tender Assisted Drilling Rig	2.221
Sapura Drilling Setia Ltd.	Sapura Setia	Tender Assisted Drilling Rig	2.426

* Net book value as at 31 January 2022. Sellers are incorporated in Bermuda and are not required to prepare audited financial statements. However, the ultimate holding company of the Sellers, i.e., SEB's group financial statements for the FYE 31 January 2022 have been audited.

Further details about the Rigs are as follows:

Rig Name	Sapura T-19	Sapura T-20	Sapura Setia
Rig Type	Non-Propelled, Flat Bottom Barge, Self-Erecting Tender Assisted Drilling Rig	Non-Propelled, Flat Bottom Barge, Self-Erecting Tender Assisted Drilling Rig	Non-Propelled Semi-Submersible, Self-Erecting Tender Assisted Drilling Rig
Built	2010 by Kencana HL, Lumut, Malaysia	2014 by Kencana HL, Lumut, Malaysia	2005 by Far East Levingston Shipbuilding (FELS), Singapore
Expected Life Span	30 years	30 years	30 years
Flag	Panama	Panama	Panama
Current Location	Bintan Offshore Marine Centre, Indonesia	Singatac Piled Pontoon, Indonesia	Bintan Anchorage, Indonesia

2.3 Rigs Performance

(a) SAPURA T-19

The unit has been laid-up since 2015:

	Unaudited [#]		
	FYE2022 USD'mil	FYE2021 USD'mil	FYE2020 USD'mil
Revenue	-	-	-
OPEX [^]	(0.4)	(0.4)	2.7*
Depreciation	(2.9)	(4.1)	(3.0)
Impairment – Rig	(66.4)	-	-
Impairment – Inventory	(0.6)	-	-
Gross Loss	(70.3)	(4.5)	(0.3)

*Adjustment on stock, previously expense-off and restated in FYE2020.

[^]Includes berthing costs and insurance charges of Sapura T-19

[#]Sellers are incorporated in Bermuda and are not required to prepare audited financial statements. However, the ultimate holding company of the Sellers, i.e., SEB's group financial statements have been audited for the respective financial years.

(b) SAPURA T-20

The unit has been laid-up since 2016:

	Unaudited [#]		
	FYE2022 USD'mil	FYE2021 USD'mil	FYE2020 USD'mil
Revenue	-	-	-
OPEX [^]	(0.4)	(0.7)	(0.4)
Depreciation	(4.0)	(2.9)	(4.2)
Impairment – Rig	(83.0)	-	-
Impairment – Inventory	(2.6)	-	-
Gross Loss	(90.0)	(3.6)	(4.6)

[^]Includes berthing costs and insurance charges of Sapura T-20

[#]Sellers are incorporated in Bermuda and are not required to prepare audited financial statements. However, the ultimate holding company of the Sellers, i.e., SEB's group financial statements have been audited for the respective financial years.

(c) SAPURA SETIA

The unit has been laid-up since 2016:

	Unaudited [#]		
	FYE2022 USD'mil	FYE2021 USD'mil	FYE2020 USD'mil
Revenue	-	-	-
OPEX [^]	(0.4)	(0.7)	(0.6)
Depreciation	(3.3)	(3.3)	(3.3)
Impairment – Rig	(60.9)	-	-
Impairment – Inventory	(5.7)	-	-
Gross Loss	(70.3)	(4.0)	(3.9)

[^]Includes berthing costs and insurance charges of Sapura Setia

[#]Sellers are incorporated in Bermuda and are not required to prepare audited financial statements. However, the ultimate holding company of the Sellers, i.e., SEB's group financial statements have been audited for the respective financial years.

Note:-

In determining its Business Plan for FYE 2023 ("BP FYE23"), Sapura Drilling carried out a thorough review with regards to the prospect of all drilling rigs being available for service in the future, including Sapura T-19, Sapura T-20 and Sapura Setia. Sapura T-19 has been cold-stacked since 2015 while Sapura T-20 and Sapura Setia since 2016 with their last contracts as follows:

Rig Name	Last Contract
Sapura T-19	Petronas Carigali Sdn Bhd in September 2015
Sapura T-20	CNR International (Cote D'ivoire) S.A.R.L. in March 2016
Sapura Setia	Chevron Angola in August 2016

Since then, the Rigs have been laid-up / cold-stacked and have not secured any new contracts and consequently, would require significant reactivation costs should the Group manage to secure any contracts in the future due to the long cold-stacking period. Furthermore, the technical constraints of the Rigs have further limited their prospect in securing future contracts (as seen above) unless a significant upgrade is carried out for the Rigs which would be costly and not economical for the Group.

Accordingly, an impairment assessment was carried out in Quarter 4, FYE 2022 ("Q4 FYE22") in accordance with MFRS 136: Impairment of Assets, due to the presence of impairment triggers. As a result of this assessment, the following impairment charges were recognised in the audited financial statements for FYE 2022:

Sapura T19	USD 66.4 million
Sapura T20	USD 83.0 million
Sapura Setia	USD 60.9 million
TOTAL	USD 210.3 million

These impairment charges were arrived at based on fair value less cost to sell. Due to the over-supply of TADR in the market, the fair value was therefore determined based on the potential sale in the demolition market. The recognition of these impairment charges was made in accordance with MFRS 136.

2.4 Date and Original Costs of Investment

As at LPD, the original cost of investment for the Rigs by the Group is set out below:

Rigs	Date of investment	Cost of investment
Sapura T-19	2012	USD 170 mil ⁽¹⁾
Sapura T-20	2014	USD 183 mil ⁽²⁾
Sapura Setia	2013	USD 220 mil ⁽³⁾
Total		USD 573 mil

Notes: -

- (1) The cost of investment for Sapura T-19 is based on the net book value during the merger between SapuraCrest Petroleum Berhad and Kencana Petroleum Berhad on 17 May 2012.
- (2) Sapura T-20 cost of investment is based on the completed construction costs.
- (3) The cost of investment for Sapura Setia is based on the acquisition price from Seadrill Limited on 30 April 2013.

2.5 Information on the Buyer

Sapura Drilling conducted a closed tender by inviting forty-three (43) prospect buyers to submit their respective bid price for the Rigs via Request For Proposal ("RFP"). The list of invitees was from two (2) sources namely from the list of buyers from previous rig sale exercises and from internal knowledge of brokers in the market. Out of forty-three (43) invited, only six (6) submitted the RFP. The Buyer was originally the second highest bidder but was selected as the prospective buyer for the Rigs after the highest bidder withdrew their RFP.

The Buyer is NKD Maritime Limited, a company duly incorporated on 8 April 2003 and existing under the laws of United Kingdom with principal business in the sale of machinery, industrial equipment, ships and aircraft. The Buyer has its registered office at The Old Grange, Warren Estate, Lordship Road, Writtle, Chelmsford, Essex, CM1 3WT. The details of the director(s) and shareholder(s) of the Buyer are as follows:-

Director

Mr. Narinder Kumar Dheir

Shareholder

Mr. Narinder Kumar Dheir

Shamrock Inv. Inc.

Mr. Mukeshkumar Balabhai Patel

Ms. Ranjan Mukeshkumar Patel

Mr. Bhavya Mukeshkumar Patel

RK Industries II LLP

Details of Shareholding

25% direct shareholding

25% direct shareholding

15% direct shareholding

15% direct shareholding

12% direct shareholding

8% direct shareholding

2.6 Information on the Sellers

Sapura Drilling T-19 Ltd., Sapura Drilling T-20 Ltd. and Sapura Drilling Setia Ltd. are all wholly owned subsidiaries of Sapura Drilling (Bermuda) Ltd., a wholly owned subsidiary of Sapura Drilling Pte. Ltd. (Labuan), which is a wholly owned subsidiary of the Company.

PN17 Condition of The Company

On 31 May 2022, the Company became an affected listed issuer under PN17 on the basis that the prescribed criteria under Paragraph 2.1(e) of PN17 has been triggered, in that the Company's shareholders' equity on a consolidated basis of RM85.0 million as at 31 January 2022 is less than 50% of its share capital of RM10,872.0 million and the Company's auditors have highlighted a material uncertainty related to going concern in the Company's latest audited financial statements for the FYE 2022.

The Proposed Disposal is not part of the regularization plan to regularize the Company's PN17 condition and will not have a material impact to the Company's regularization plan as the Rigs have been identified to be disposed by the Group prior to the Company being classified as a PN17 issuer.

The Proposed Disposal is being undertaken now as part of the business plan for SEB Group and its cost saving initiatives for its future operation due to OPEX expected to be incurred for the Rigs (i.e., berthing costs and insurance charges).

2.7 Basis and Justification in Arriving at the Disposal Consideration

Due to various reasons such as technical constraints of the Rigs, ageing asset/equipment, long period of cold-stacking, high reactivation costs, among others, the fair market value for the Rigs based on expected future cash flows could not be obtained as there is no potential demand for these Rigs, as further discussed below.

The TADR market is a niche market and hence there are no market demand forecasts offered by the observers in the offshore drilling business. However, based on an internal study conducted by Sapura Drilling (in which it operates and owns in excess of 60% of the worldwide assets in this market and having an in-depth knowledge of this market), it estimated that the overall demand for the next 5 years in the TADR segment is expected to recover at a slower rate despite the wider market uptake within the overall oil & gas (O&G) activities due to its nature which bears only the development drilling activity, as compared to other segments such as the jack-up and the deep-water segments that also benefit from exploration drilling activity in addition to development drilling.

On top of the lower demand forecasted above, the internal study also shows that there is an oversupply situation where the TADR available in the market is higher than the demand for it and the situation is most likely expected to last for the next 5 years.

The reactivation costs as well as the redesign and upgrade costs (to be commercially fit / technically viable), among others, are also part of the reasons that there are no opportunities for the Rigs that resulted in the long cold-stacking period since 2015/2016.

Demolition Valuation Approach

Premised on the above, SEB Group plans to dispose of the Rigs with an aim to rebalance the supply and demand for this market which is in line with the Group's strategy as opposed to disposing the Rigs in the secondary market. As such, a demolition valuation approach (internal desktop valuation) was conducted as there is a potential sale in the demolition market.

The Group believes that an internal desktop valuation and the proper tender exercise referred to below is sufficient to evaluate the indicative valuation of the Rigs under the demolition valuation approach. This is based on the last two (2) recent TAD-related transactions or offers from our competition confirmed the market status of TAD sale options, i.e., priced just above scrapping level, for operational units. Sale as non-drilling assets was also looked into, but no formal proposal ever materialized.

In addition to the above, in 2020, Sapura Drilling had appointed a third-party valuer to perform a valuation for the planned disposals of two (2) rigs, Menang and Pelaut. The valuation of both rigs was based on demolition market and the sale of Menang in 2021 came close to the indicative valuation.

Separately, a proper tender exercise had also been carried out which takes into account the market perception / environment, economic activities, market risk factors, etc. in evaluating the value of the Rigs.

As such, SEB Group has not engaged an independent valuer to perform the valuation for the Rigs. Further, the sale of the Rigs was not conducted through an agent as SEB Group has internal capabilities to undertake the exercise.

The commercial evaluation for accepting the Disposal Consideration is based on the following:

Rig	WEIGHT (MT)	*MARKET STEEL PRICE/MT (NOTE: Had not taken into account any potential equipment that can still be made operational /removal items)**	***ESTIMATED RECEIVABLE VALUE (USD'mil) – ****Based on USD306/MT
SAPURA T-19	7,516	USD 270/MT	2.3
SAPURA T-20	9,260	USD 270/MT	2.8
SAPURA SETIA	10,050	USD 270/MT	3.1
TOTAL	26,826		8.2

*The market steel price was based on the indicative value obtained from the demolition market on 21st July 2022 (<https://www.qoshipping.net/demolition-market>), whereby the steel price/ MT ranges around USD 265/MT to USD 275/MT).

**For the avoidance of doubt, the potential equipment that can still be made operational or removal items of the Rigs will be utilised for the other rigs, and does not form part of the Disposal Consideration.

***The estimated receivable value is net off cost of barge, heavy lifting and towing to nearest local demolition yard (wherever applicable), which shall be borne solely by the Buyer.

****USD306/MT is derived based on the Disposal Consideration of USD8.2 million offered by the Buyer, divided by the total weight (MT) of the Rigs.

The Disposal Consideration of the Rigs is based on a willing-buyer willing-seller basis (i.e. at USD8.2 million or an implied steel price/MT of USD306/MT). Based on the above, the implied steel price/MT of USD306/MT is at a premium of 13% (or USD36/MT) to the average market steel price/MT of USD270/MT.

Conclusion

In such situation, coupled with our strategic efforts to rebalance the supply and demand for this niche market, the Management and the Board truly believe that it is in the best interests of the Company to proceed with the disposal at a premium of 13% to market steel prices while reducing the supply of units worldwide, therefore positively impacting the foreseeable revenue generation of all remaining Sapura Drilling units.

2.8 Liabilities to be assumed

There are no liabilities, including contingent liabilities which will remain with SEB pursuant to the Proposed Disposal.

In addition, there is no guarantee given by SEB to the Buyer in relation to the Proposed Disposal.

3.0 UTILISATION OF PROCEEDS

Under the existing terms of the Intercreditor Agreement relating to the MCF Facilities, the net proceeds of the disposal are required to be applied towards prepayment of the MCF Facilities, in the manner set out in the Intercreditor Agreement. Subject always to this condition, the Group proposes to utilize the proceeds from the Proposed Disposal as follows:

<u>Utilisation</u>	<u>Note</u>	<u>RM'000</u>	<u>Timeframe for utilisation of proceeds</u>
Repayment of bank borrowings	(i)	34,795	Within 6 months
Estimated expenses relating to the Proposed Disposal	(ii)	350	Immediately
		35,145	

Notes:-

- (i) As at LPD, the Group has a total outstanding borrowing of RM11,085 million. The proposed repayment of borrowings amounting to RM34.8 million is expected to result in interest savings of approximately RM1.2 million to RM1.8 million per annum based on range of interest rate of 3.4% to 5.2%.

Under the existing terms of the Intercreditor Agreement relating to the MCF Facilities, the net proceeds of the disposal are required to be applied towards prepayment of the MCF Facilities, in the manner set out in the Intercreditor Agreement.

- (ii) Comprising printing, despatch, EGM expenses and miscellaneous expenses arising from the Proposed Disposal.

Any unutilised proceeds or shortfall from the amount earmarked for estimated expenses relating to the Proposed Disposal will be readjusted from the repayment of bank borrowings.

4.0 RATIONALE FOR THE PROPOSED DISPOSAL

The Rigs are either aging (Sapura Setia) or not technically competitive (Sapura T-19, Sapura T-20). Based on the market demand, the Group does not see any financially viable prospects that could cater for the Rigs to be reactivated in the foreseeable future. Therefore, the Rigs have a high probability of being stacked in the coming years which exposes the Company to more costs and risk of deterioration.

The Proposed Disposal is part of the Group's focus on long-term sustainability and to improve its liquidity position, streamline its operating model and provide greater flexibility for strategic growth, as further discussed below.

Upon completion of the Proposed Disposal, the Group will be able to achieve cost savings for its future operation due to the reduction of OPEX expected to be incurred for the Rigs (i.e. berthing costs and insurance charges) as well as the reduction in interest costs when the Disposal Consideration is used to pare down the existing debt of the Group, which in turn will improve the gearing ratio of the Group.

As the Rigs have been laid-up / cold-stacked for a long period of time since 2015/2016, and the Group does not foresee any financially viable prospects that could cater for the Rigs to be reactivated in the foreseeable future, the Management and the Directors are of the opinion that it is in the best interests of the Group to dispose of the Rigs, thereby allowing it to focus more on the others drilling rigs within the Group that are capable of generating positive cash flow in the future.

Furthermore, the disposal of the Rigs would effectively reduce the supply of TADR in the market, which is part of the Group's strategic efforts to rebalance the supply and demand for this niche market. Consequently, the Group foresees that the daily charter rates for the TADR segment would accelerate/improve as well as improving the utilisation rate of its other rigs in the market, which is expected to contribute positively to the Group's future financial performance.

Overall, the Group believes that the Proposed Disposal would have a positive impact towards its financial position as well as its future operations, hence improving and enhancing its long-term sustainability position in this challenging market.

4.1 Impact to the Group's operations from the Proposed Disposal

The Proposed Disposal will generate cost savings for the Group's future operations as the Group will no longer need to incur the annual operating expenses to keep the Rigs. Apart from it, the Proposed Disposal is not expected to have any material impact to the Group's future operations as the Rigs have been laid-up since 2015/2016. The Group does not see any financially viable prospects that could cater for the Rigs to be reactivated in the foreseeable future. Therefore, the Rigs have a high

probability of being stacked in the coming years which exposes the Group to more costs and risk of deterioration of the Rigs' value.

4.2 SEB's Future Plan

The Company endeavours to continue to execute its reset plan in an effort to turnaround the Group and create a stable platform for its operations. Adhering to its principle of 'Bid right, Execute with Discipline', the Group will take all reasonable steps to ensure rigour and excellence in its bidding and project execution processes, placing strong emphasis on risk, contract and cost management to protect and improve overall profitability.

The Group will maintain its strategy of focusing on two (2) operational hubs in the Asia Pacific and Atlantic regions. The Group's engineering & construction (E&C) segment through its joint venture company, Sapura Navegação Marítima S.A. was recently awarded a two-year contract extension for charter and service by Petróleo Brasileiro S.A. (Petrobras), valued at approximately RM580 million, strengthening the Group's presence in Brazil. Further, the Group's Drilling segment is expected to commence its new contracts' operations in the second half of the FYE 2023 with PTT Exploration and Production Public Company Limited, Thailand. The Group's bid book currently stands at approximately RM24.4 billion, while its order book is at RM7.7 billion.

To improve cashflow, the Group has been successful in negotiating certain commercial settlements such as Covid-19 claims for certain contracts. The Group will continue to review underperforming contracts and explore amicable solutions with our clients to limit our losses so that projects can be smoothly delivered.

Further, as a part of the Group's portfolio rationalization, the Group recently completed the disposal of its pipe-laying and crane vessel (known as Sapura 3000) in August 2022.

Efforts to resolve its unsustainable debts are also moving forward as planned and the Group is progressing its proof of debt (POD) exercise with its trade creditors. Further, the Group continues to engage with its lenders to restructure its outstanding borrowings corresponding to the Proposed Restructuring Scheme (PRS) and will continue to abide by Corporate Debt Restructuring Committee (CDRC)'s Participant's Code of Conduct as a condition set by CDRC for the PRS mediation assistance.

5.0 RISK FACTORS

5.1 Non-completion of the Proposed Disposal

The completion of the Proposed Disposal is conditional upon the fulfilment of the condition precedent (as in Appendix I of this Circular) and compliance with the terms and conditions as stipulated in the MOA by the parties involved. In the event any one or more of the condition precedent and/or terms is/are not fulfilled within the stipulated time as set out in the MOA (being two (2) months from the date of the MOA or such further extension as mutually agreed) or there occurs a breach of the terms and conditions, representations or warranties or failure by a party to perform its obligations under the MOA, the Proposed Disposal may be delayed or terminated. As such, there can be no assurance that the Proposed Disposal can be completed within the time period permitted under the MOA.

In addition, should a non-completion of the Proposed Disposal occur, the Group will not be able to realise the benefits that may accrue to it from the proposed utilisation of proceeds as disclosed in Section 3 of this Circular.

Notwithstanding the foregoing, the Group will take all reasonable steps to ensure that the condition precedent and the terms and conditions as set out in the MOA are fulfilled in a timely manner to facilitate the completion of the Proposed Disposal.

5.2 Foreign exchange risk

The Disposal Consideration will be settled in USD and remitted to the Group. As such, the Group is exposed to fluctuations in the exchange rate of RM versus the USD. Pursuant thereto, the final consideration received may be higher or lower depending on the exchange rate at the time.

As the payments are being remitted from other jurisdictions, the payments may be subject to delays or other unforeseen issues due to foreign exchange controls or other regulations. Notwithstanding the above, the Management is not aware of any restriction on the remittance of the disposal proceeds to Malaysia.

6.0 EFFECTS OF THE PROPOSED DISPOSAL

6.1 Share capital and substantial shareholders' shareholdings

The Proposed Disposal will not have any effect on the share capital and the respective substantial shareholders' direct and/or indirect shareholdings of the Company as the Proposed Disposal does not involve the issuance of new shares.

6.2 Net assets and gearing

For illustration purposes, based on the audited consolidated financial statements of SEB for the FYE 2022, the proforma effects of the Proposed Disposal on the net assets and net gearing of the Company are shown as follows:

	Audited as at 31 January 2022 (RM'000)	After the Proposed Disposal (RM'000)
Share capital	10,872,078	10,872,078
Islamic redeemable convertible preference shares ("RCPS-i")	982,713	982,713
Shares held under trust	(11,587)	(11,587)
Warrants reserve	109,110	109,110
Other reserves	1,791,355	1,791,355
Accumulated losses	(13,658,696)	⁽¹⁾ (13,651,413)
Equity attributable to equity holders of the Company	84,973	92,256
Non-controlling interests	(6,987)	(6,987)
Total equity	77,986	85,269
Net gearing (times)	129.01	117.99

Note:

(1) After taking into consideration the proforma net gain arising from the Proposed Disposal of approximately RM7.28 million as per the calculation set out below:

	Currency	Amount ('000)
Proceeds	USD	8,200
Less: Net Book Value	USD	(6,419)
Proforma Gain on Disposal	USD	1,781

	Currency	Amount ('000)
Proforma Gain on Disposal*	MYR	7,633
Less: Estimated expenses relating to the Proposed Disposal	MYR	(350)
Proforma Net Gain on Disposal	MYR	7,283

* based on the Exchange Rate and before the estimated expenses relating to the Proposed Disposal.

6.3 Earnings and earnings per share (“EPS”)

The Proposed Disposal will not have any material effect on the EPS.

Once completed, SEB Group is expected to recognise proceeds from asset disposal of USD8,200,000.00 and disposal gain of USD1,781,536.00 (before the estimated expenses relating to the Proposed Disposal) in FYE 2023.

For illustrative purposes, assuming the Proposed Disposal is completed at the beginning of the audited FYE 2022, the effect of the Proposed Disposal on the earnings and EPS of the Group is as follows:-

	RM'000
LATAMI	(9,050,634)
Add: Net gain from the Proposed Disposal	⁽ⁱ⁾ 7,283
Proforma LATAMI	(9,043,351)
Number of issued Shares ('000)	⁽ⁱⁱ⁾ 15,971,804
Proforma loss per share (sen)	(56.62)

Note:

- (i) As per the calculation in Note (1) of Section 6.2 above.
- (ii) Based on the weighted average of number of ordinary shares as at 31 January 2022.

7.0 APPROVAL REQUIRED AND CONDITIONALITY

The Proposed Disposal is subject to the approval of shareholders of SEB at the EGM, details of which are set out in Appendix III of this Circular.

The Proposed Disposal is not conditional or inter-conditional upon such and/or any other corporate exercise/scheme.

8.0 HIGHEST PERCENTAGE RATIO

The highest percentage ratio applicable to the Proposed Disposal pursuant to Paragraph 10.02 of the Listing Requirements is 45% based on the audited FYE 2022 published financial statements of the Company.

9.0 CORPORATE EXERCISE ANNOUNCED BUT PENDING COMPLETION

Save for the Proposed Disposal and the following Scheme of Arrangement, there are no other corporate exercises which have been announced by the Company but are pending completion before the date of this Circular:-

- (i) The Company had on behalf of the Board, announced on 10 March 2022 that the High Court of Malaya at Kuala Lumpur had granted the Company and 22 of its wholly-owned subsidiaries (collectively, the “Applicants”) Orders under Section 366 and 368 of the Act,

wherein each of the Applicants shall summon meetings of the various classes of its creditors (collectively, "Creditors") to consider, and if thought fit and appropriate, to approve, a proposed scheme of arrangement and compromise between such Applicants and its Creditors (all such schemes being, collectively, the "Proposed Scheme of Arrangement")

The Applicants were also granted a Restraining Order pursuant to Section 368 of the Act to restrain and stay legal proceedings against them. The Restraining Order was first obtained for a period of three (3) months from the date it was granted, i.e., from 10 March 2022. However, on 9 June 2022, the Company announced that it had obtained an extension for the Restraining Order for another nine (9) months effective from 10 June 2022 until 10 March 2023 ("the Extended Restraining Order").

10.0 INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED

None of the Directors or Major Shareholders of the Company and/or Persons Connected with them has any interest, direct or indirect, in relation to the Proposed Disposal.

11.0 DIRECTORS' STATEMENT AND RECOMMENDATION

The Board (save for Encik Rohaizad Darus, a Non-Independent Non-Executive Director of SEB), having considered all aspects of the Proposed Disposal, is of the view that the Proposed Disposal is in the best interests of the Company.

Encik Rohaizad Darus has expressed his reservation in respect of the Proposed Disposal due to the fact that the Rigs are to be sold as scrap without independent valuation being carried out to determine the current fair market value. However, the rest of the Board, having considered all information available to them including the explanation of Management as enumerated in Section 2.7 of this Circular, is of the opinion that the desktop valuation is sufficient considering that the Proposed Disposal is in line with SEB Group's strategy not to dispose the Rigs in a secondary market.

Accordingly, the Board (save for Encik Rohaizad Darus) recommends that the shareholders vote in favour of the ordinary resolution pertaining to the Proposed Disposal to be tabled at the forthcoming EGM.

12.0 ESTIMATED TIMEFRAME TO COMPLETION

The Proposed Disposal is estimated to be completed within two (2) months from the MOA date i.e., by 20 October 2022.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

13.0 EGM

The Notice of EGM together with the Administrative Guide are available on the Company's website at <https://www.sapuraenergy.com>. The EGM will be held on a fully virtual basis and entirely through live streaming and online remote voting using Remote Participation and Electronic Voting facilities via the online meeting platform at <https://meeting.boardroomlimited.my> (Domain Registration No. with MYNIC: D6A357657) on 17 October 2022 at 3.00 p.m., or at any adjournment thereof, for the purpose of considering and, if thought fit, passing the ordinary resolution pertaining to the Proposed Disposal as described herein.

As a shareholder, you are encouraged to go online, participate and vote at the EGM using the Remote Participation and Electronic Voting Facilities. If you wish to appoint a proxy to participate and vote on your behalf, you may deposit your Form of Proxy at the office of our Share Registrar, Boardroom Share Registrars Sdn. Bhd. or alternatively, you may lodge your Form of Proxy by electronic means through Boardroom Smart Investor Portal at <https://www.boardroomlimited.my> (for individual shareholders only) or via e-mail to bsr.helpdesk@boardroomlimited.com. The completed Form of Proxy must be deposited/lodged not less than forty-eight (48) hours before the time set for holding the EGM or any adjournment thereof. The lodging of the Form of Proxy will not preclude you from participating the EGM and voting in person at the EGM if you subsequently wish to do so.

14.0 FURTHER INFORMATION

You are requested to refer to Appendices in the Circular for further information.

Yours faithfully
For and on behalf of the Board of
SAPURA ENERGY BERHAD

Dato' Mohammad Azlan Bin Abdullah
Chairman

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SALIENT TERMS OF THE MOA

MATTER	DETAILS
Conditions Precedent and Consequence	<p>A. Sellers to obtain Sapura Energy Berhad's shareholders' approval for the sale.</p> <p>B. In the event shareholders' approval is not obtained within the conditional period or agreed extensions, the transaction will be aborted and the agreement shall be null and void:</p> <p style="padding-left: 40px;">(i) Disposal Consideration received is to be returned to the Buyer within three (3) banking days from expiry of the conditional period.</p> <p style="padding-left: 40px;">(ii) Buyer to return all documents relating to the Rigs already received or otherwise confirms disposal of the same.</p>
Conditional Period	Two (2) months from date of the MOA or such further extension as mutually agreed.
Conditions For Closing	<p>A. Stakeholder shall be authorized to release the Disposal Consideration together with the interest accrued thereon.</p> <p>B. Sellers shall furnish the Buyer with the documents required for transfer of ownership to Buyer.</p> <p>C. Buyer shall take delivery of the Rigs at anchorage at BOMC, Bintan for Sapura T-19 & Sapura T-20 and Singatac, Bintan for Sapura Setia on the date of Closing.</p>
Disposal Consideration	USD2,733,333.33 for each Rig and USD8,200,000.00 in aggregate.
Payment Terms	<p>A. Disposal Consideration to be paid to the Stakeholder within three (3) banking days from the date of the signing of the MOA or within three (3) banking days from receipt of instruction from the Stakeholder.</p> <p>B. The Stakeholder shall be authorized to release the Disposal Consideration together with the interest accrued thereon to the Sellers upon notification by the Sellers that the shareholders' approval is obtained.</p>
Conditions of Sale	<p>A. Sale of Rigs is on as-is-where-is basis.</p> <p>B. Sellers have agreed to sell and the Buyer has agreed to purchase the cold-stacked, out-of-class hulls Rigs.</p> <p>C. The Rigs shall be broken up, demolished, scrapped and recycled and shall not be engaged or employed in extraction, navigation or trade and shall not otherwise be used as Rigs of any kind or nature.</p>
Liquidated Damages for Breach	A. If Buyer breaches conditions on Rigs, Buyer shall be liable to pay liquidated damages in the amounts of triple from Disposal Consideration.

MATTER	DETAILS
	<p>B. If Buyer fails to take delivery of the Rigs, a sum equivalent to ten percent (10%) of the Disposal Consideration together with interest earned shall be forfeited.</p>
<p>Sellers' Warranties :</p>	<p>A. At the time of delivery, the Rigs are free from all charters, encumbrances, mortgages and maritime liens or any other debts whatsoever.</p> <p>B. Sellers provide no warranty on the following:</p> <ul style="list-style-type: none"> (i) Any implied or expressed warranty of merchantability; (ii) Any implied or expressed warranty of fitness for a particular purpose; (iii) Any discrepancy in the light weight or in the description of the Rigs; and (iv) Any defects, whether known or unknown, with respect to the physical condition of the Rigs.
<p>Termination :</p>	<p>Events of termination:</p> <ul style="list-style-type: none"> (i) Non-fulfilment of conditions precedent; whereupon Disposal Consideration received to be returned to Buyers and documents exchanged to be return to the owner of the documents; (ii) Breach of Business Ethics (anti-corruption, anti-bribery and anti-money laundering) clause by Buyer, whereupon Sellers shall be entitled to seek further compensation from Buyer for Sellers' losses and damages (iii) Failure by Buyer to take delivery of the Rigs; whereupon liquidated damages of a sum equivalent to ten percent (10%) of the Disposal Consideration together with interest earned shall be forfeited.
<p>Costs and Taxes :</p>	<p>All costs associated with the taking ownership of the Rigs and its transportation and demolition as well as all taxes, fees, stamping fees, duty, charges, expenses, and or any kind of taxes connected with the purchase of the Rigs shall be for Buyer's account.</p>
<p>Governing Law :</p>	<p>Laws of Malaysia</p>
<p>Dispute Resolution :</p>	<p>Arbitration at Asian International Arbitration Centre, Kuala Lumpur</p>

FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by our Board and they collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm that after making all reasonable enquiries and to the best of their or his knowledge and belief, there are no other facts the omission of which would make any statement herein false or misleading.

2. MATERIAL CONTRACTS

Our Group has not entered into any contracts which are or may be material (not being contracts entered into in the ordinary course of business of our Group) during the two (2) years immediately preceding the date of this Circular other than that relating to the Proposed Disposal, which is the subject of this Circular.

3. MATERIAL LITIGATION AND ARBITRATION

Save as disclosed below, our Group is not involved in any material litigation, claims or arbitration, whether as plaintiff or defendant, and our Board is not aware of any proceedings, pending or threatened, against our Group or of any fact likely to give rise to any proceedings which may materially and adversely affect the financial or business position of SEB Group:-

(i) Sarku Engineering Services Sdn. Bhd.

On 20 February 2006, Sarku Engineering Services Sdn. Bhd. ("**SESSB**"), a wholly owned subsidiary of the Company entered into a contract with Oil and Natural Gas Corporation Limited ("**ONGC**") to revamp twenty-six (26) well platforms located in Mumbai High South field offshore site ("**Contract**").

On 21 September 2012, SESSB commenced arbitration proceedings by filing a statement of claim against ONGC in related to disputes pursuant to the Contract for a sum of Indian Rupee ("**INR**") 1,063,759,201 and USD123,819,632 (including interest, costs, losses and damages).

On 17 December 2012, ONGC filed their reply to the statement of claim. No counter claims have been filed by ONGC. Documents and witness statements have been filed.

The cross examination of ONGC's witness were held on 22 to 24 December 2014 and 5 to 6 January 2015.

In January 2018 and February 2018 sittings, SESSB have concluded its arguments on each of the claims filed before the tribunal. On 5 February 2018, submissions were made by SESSB's external counsel and thereafter arguments were closed.

ONGC counsel commenced their arguments in defence on 6 February 2018 and continued on the 2 to 4 May 2018. They concluded their arguments in the said sittings and handed over written note of their arguments.

Proceedings continued on the 21, 22 and 23 November 2018 with submissions from SESSB's counsel. The tribunal heard ONGC's counsel present its submissions on 12 and 13 February 2019. Final written submission has been submitted to arbitrators on 15 April 2019. ONGC presented its submissions on 31 July 2019. SESSB was awarded the sum of USD3,009,789 by the arbitral tribunal, comprised of work done of USD1,983,521 (subject to 4.368% withholding tax to be deducted by ONGC) and interest of USD1,026,267 (subject to income tax of 43.68%).

SESSB has instructed its solicitors to file an appeal against the award dated 30 November 2019.

SESSB has been advised by its solicitors, that SESSB has reasonably strong grounds to appeal against the arbitral tribunal's decision. The following are reasons provided by its solicitors as grounds of appeal against the arbitral tribunal's award.

- (a) The arbitral tribunal had failed to consider the record and detailed written and oral submissions on behalf of SESSB in arriving at its findings while rejecting most of SESSB's claims and that they had made an error in rejecting the claims; and
- (b) There were instances of procedural irregularities in the arbitration in favour of ONGC which may lead to a successful challenge of the award in the courts.

ONGC has since filed an application to the tribunal disputing the computation of the award and seeking a correction of the amounts awarded in respect of the interest portion of the award.

The application of ONGC for correction of the errors in the award was allowed by the tribunal on 29 August 2020. The total amount payable by ONGC as per the Final Award is USD413,037 ("**Final Award**"). The tribunal initially awarded SESSB a sum of USD3,009,789 ("**First Award**"). The difference between the First Award and the Final Award is in the sum of USD2,596,752. Parties will have 90 days from the date of the Final Award to file an appeal to the courts.

SESSB's solicitor has accordingly filed an appeal on 8 December 2020 to challenge or set aside that part of the First Award and the Final Award which rejects the claims of SESSB. The matter is now pending admission stage where it is to be listed for hearing upon filing of the Petition.

For the sums awarded to SESSB under the Final Award which are not being appealed against, a Letter of Demand was issued to ONGC on 7 May 2021 to demand for the sum of INR19,693,815 and USD146,904. Our solicitors advised that the Letter of Demand will not affect SESSB's position in respect of our action to challenge or set aside the award.

(ii) **Sapura Fabrication Sdn. Bhd.**

On 18 March 2011, Sapura Fabrication Sdn. Bhd. ("**SFSB**"), a wholly-owned subsidiary of the Company entered into a contract with Petrofac (Malaysia) Limited ("**PML**") to provide works for the engineering, procurement and construction of well head platforms for the Cendor Phase 2 Development Project and the Cendor field is located in Block PM 304 in the Malaysian sector of the South China Sea ("**Contract**").

On 26 March 2018, SFSB received a commencement request from PML to formally initiate a claim by way of arbitration proceedings at the Asian International Arbitration Centre for damages amounting to a sum of USD9,558,003 and RM16,785,227 vide its Re-amended Point of Claims in relation to disputes arising from the Contract. PML has alleged breach of riser height requirements and preservation obligations by SFSB. The claim by PML was made separately in two currencies as the claim is based on the rates and currencies prescribed in the Contract.

On 26 April 2018, SFSB responded to PML's claim and made a counter claim for a total amount of RM13,521,495.

The arbitrators have been appointed and parties had attended the first arbitration meeting on 21 July 2018. PML has filed their Points of Claim on 21 September 2018 and SFSB has filed its Defence and Counterclaim on 3 December 2018. Subsequently, PML submitted their Points of Reply and Defence to Counterclaim on 4 February 2019. PML has requested to amend their Point of Claim and the same was filed on 8 March 2019. SFSB's rejoinder is due on 18 March 2019 and the same was filed on the said date. The deadline for parties to exchange bundle of documents was on 5 April 2019 and any request for discovery/disclosure has been filed on 9 May 2019. The documents ordered to be produced by SFSB was produced on 12 September 2019. On the other hand, the documents ordered to be produced by PML were partially tendered on 23 September 2019. Witness Statements have been filed

on 15 November 2019 and the rebuttal witness statements are to be filed by 15 December 2019.

The hearing proceeded on 26, 27 and 28 April 2021 as scheduled with two (2) of PML's witnesses giving their evidences. The hearing will continue on the following dates:

- (a) 26, 27, 28 & 31 April 2021;
- (b) 3, 4, 5, 6, 7 & 10 May 2021;
- (c) 20 September 2021 to 24 September 2021;
- (d) 27 September 2021 to 1 October 2021; and
- (e) 4 October 2021 to 6 October 2021.

During the case management fixed on 6 April 2021, the tribunal has vacated May 2021 dates as two of the PML's witnesses are unable to attend the April 2021 and May 2021 tranche of hearing dates due to their work arrangement.

The hearing proceeded on the following dates as scheduled:

- (a) 20 September 2021 to 24 September 2021;
- (b) 27 September 2021 to 1 October 2021;
- (c) 4, 6, 7 and 8 October 2021; and
- (d) 13 November 2021.

The hearing dates scheduled in January and February 2022 were vacated and the Tribunal has fixed the following dates for continued hearing:

- (a) 25 April 2022 to 29 April 2022;
- (b) 17 May 2022 to 20 May 2022;
- (c) 8 August 2022 to 12 August 2022; and
- (d) 15 August 2022 to 19 August 2022.

The matter was scheduled for case management on 22 April 2022 and the Tribunal decided to vacate the following hearing dates fixed earlier with PML's agreement, which was due to the effect of the High Court Order (the Restraining Order).

- (a) 25 April 2022 to 29 April 2022;
- (b) 17 May 2022 to 20 May 2022; and
- (c) 8 August 2022.

PML has indicated that they are currently awaiting to receive the applicable notice from SFSB to allow them to proceed with the filing of proof of debt exercise. Subject to the outcome of the proof of debt exercise, they will then consider whether or not to seek leave to proceed with the arbitration pursuant to the terms of the High Court Order.

A case management conference was scheduled to be conducted on 11 August 2022 for the parties to update the Tribunal vis-à-vis the status/outcome of the scheme and for the Tribunal to chart the course of the arbitration moving forward.

SFSB is currently verifying the proof of debt submitted by PML.

The case management conference on 11 August 2022 was vacated as the Tribunal instructed the parties to provide a joint status report on the proof of debt by 11 November 2022.

(iii) Sapura Energy do Brasil Ltda.

On 5 January 2020, Sapura Energy Berhad's subsidiary, Sapura Energy do Brasil Ltda. ("**SE Brasil**"), commenced arbitration proceedings against Centrais Elétricas de Sergipe S.A. ("**CELSE**") of Brazil. The arbitration is to resolve disputes arising out of an Engineering, Procurement, Construction and Installation Contract ("**Contract**") dated 20 November 2017.

SE Brasil had completed the works under the Contract in November 2019.

Due to unresolved disputes such as non-payment of milestone payments and non-payment of variation orders, SE Brasil commenced the arbitration proceedings against CELSE, which is conducted at the International Court of Arbitration in Sao Paulo, Brazil, under the International Chamber of Commerce (“ICC”) Arbitration Rules. The arbitration tribunal comprises of 3 arbitrators. Chairman for the arbitration proceeding has been appointed.

- (a) SE Brasil filed their Statement of Claims for the sum of USD84,606,035 on 29 March 2021.
- (b) CELSE filed Respondent's Statement of Claims for the sum of USD89,799,186 on 29 March 2021.
- (c) SE Brasil filed Claimant's and Additional Party's Statement of Defense against Respondent's Statement of Claim on 28 May 2021.
- (d) CELSE filed Respondent's Statement of Defense against Claimant's Statement of Claim on 28 May 2021.
- (e) SE Brasil filed Claimant's Reply on 28 June 2021.
- (f) CELSE filed Respondent's Reply on 28 June 2021.
- (g) SE Brasil filed Claimant's and Additional Party's Rejoinder on 28 July 2021.
- (h) CELSE filed Respondent's Rejoinder on 28 July 2021.

Submissions on the issues to be determined by the Arbitral Tribunal, witness statements and request for additional evidence was submitted on 27 September 2021. After that, a hearing for the presentation of the case shall take place.

- (a) On 30 September 2021, SE Brasil requested for leave to file expert rebuttal.
- (b) On 10 November 2021, leave for SE Brasil to file expert rebuttal was granted.
- (c) SE Brasil filed rebuttal to Technomar report on 10 December 2021.

The arbitral tribunal is now fully constituted following the ICC's confirmation of CELSE's third nominee. Evidentiary hearing was conducted on 26 January 2022.

- (a) 28 March 2022, Parties submitted their application for document production by the counterparty in the form of a Redfern Schedule;
- (b) 12 April 2022 – SE Brasil and SEB informed they did not object against the production of the documents requested by CELSE;
- (c) 12 April 2022 – CELSE objected to the production of the documents requested by SE Brasil and SEB (Answer to the Redfern Schedule);
- (d) April 2022 – SE Brasil and SEB submitted their answer to the objections presented by CELSE to the production of the requested documents (Reply to the Redfern Schedule);
- (e) 27 April 2022 – CELSE submitted a motion to the Arbitral Tribunal requesting that SE Brasil and SEB produced the non-objected documents immediately;
- (f) 28 April 2022 – SE Brasil and SEB presented a submission to the Arbitral Tribunal in attention to CELSE's submission dated 27 April 2022;
- (g) 3 May 2022 – The Arbitral Tribunal determined, via email, that SE Brasil and SEB provide the non-objected documents to CELSE by 10 May 2022;
- (h) 10 May 2022 – SE Brasil and SEB produced the non-objected documents to CELSE.

CELSE's counter claim against SE Brasil amounted to USD89,799,186 are in respect of delay penalties, damages and/or expenses due to failure to perform the contract, breach of warranty provision and claim for warranty extension items which CELSE had or will have to perform correction given SE Brasil's inaction.

Parties are waiting for the Arbitral Tribunal to rule on the latest production of the documents requested by SE Brasil and SEB and to decide on the next steps of the evidence production.

(iv) Winding up petitions

The following are the list and status of the Winding Petitions served to SEB and/or its subsidiaries.

On 10 March 2022, in view of the Restraining Orders obtained by the Group, the case management and hearing of the Petitions against Sapura Offshore Sdn. Bhd., Sapura Fabrication Sdn. Bhd., Sapura Pinewell Sdn. Bhd. and Sapura Subsea Services Sdn. Bhd. will be vacated as the winding up proceedings will be stayed for three (3) months. By a court

order dated 8 June 2022, the Restraining Order are now extended for a further period of nine (9) months until 10 March 2023.

**(a) Sun Hardware Enterprise Sdn. Bhd. vs Sapura Fabrication Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-634-12/2021)**

- i. Winding up petition date - 15 December 2021
- ii. Case management and hearing dates - 17 January 2022 and 10 March 2022.

Sapura Fabrication Sdn. Bhd. did not attend the case management on 17 January 2022 as the Winding Up Petition was only served to Sapura Fabrication Sdn. Bhd. on 15 February 2022.

The hearing for the Winding Up Petition on 10 March was vacated as the matter was already settled on 4 March 2022.

- iii. Notice of discontinuance has been filed on 4 March 2022 by the Petitioner and the winding up petition has been withdrawn.

**(b) Hycotech Sdn, Bhd, vs Sapura Offshore Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-638-12/2021)**

- i. Winding up petition date - 17 December 2021
- ii. Case management and hearing dates - 17 February 2022 and 9 March 2022.

On 17 February 2022 Sapura Offshore Sdn. Bhd.'s solicitors informed the court that Sapura Offshore Sdn. Bhd. has entered into a settlement agreement with Hycotech Sdn. Bhd., and that full payment has been made to Hycotech Sdn. Bhd., subject to deductions on withholding tax.

Hycotech Sdn. Bhd. refused to withdraw the winding up petition as they claimed that they are entitled to receive full outstanding sum including the withholding tax.

Following the dispute, on 1 March 2022 Sapura Offshore Sdn. Bhd. filed an application under Order 14A Rules of Court 2012 and to Strike Out the Petition.

On 9 March 2022, the Court fixed 22 April 2022 for the hearing of the Order 14A Rules of Court 2012 and Striking Out Application, and for the hearing of the Petition itself.

- iii. The hearing on 22 April 2022 was vacated as the Restraining Order was obtained on 10 March 2022.
- iv. Next case management is fixed on 13 March 2023.

**(c) Perdana Nautika Sdn. Bhd. vs Sapura Offshore Sdn. Bhd.
- Kuala Lumpur High Court (WA-28NCC-920-12/2021)**

- i. Winding up petition date - 20 December 2021
- ii. Case management and hearing dates - 22 February 2022 and 27 April 2022.

On 22 February 2022 Notices of Intention to Appear on Petition has been filed by two creditors, namely:

- a. Tumpuan Megah Development Sdn. Bhd.; and
- b. Vallianz Offshore Marine Pte Ltd.

The Hearing on 27 April 2022 was vacated as the Restraining Order was obtained on 10 March 2022.

- iii. Next case management is fixed on 13 March 2023.

**(d) Perdana Nautika Sdn. Bhd. vs Sapura Pinewell Sdn. Bhd.
- Kuala Lumpur High Court (WA-28NCC-921-12/2021)**

- i. Winding up petition date - 20 December 2021
- ii. Case management and hearing dates - 23 February 2022 and 26 April 2022.

On 23 February 2022 the solicitors for Perdana Nautika informed the Court that they were just instructed to advertise and gazette the Petition. Sapura Pinewell Sdn. Bhd. solicitors informed the Court that Sapura Pinewell Sdn. Bhd. will file an affidavit to oppose the Petition if they are required to do so.

The hearing on 26 April 2022 was vacated as the Restraining Order was obtained on 10 March 2022.

- iii. Next case management is fixed on 14 March 2023.

**(e) Hycotech Sdn. Bhd. vs Sapura Pinewell Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-639-12/2021)**

- i. Winding up petition date - 20 December 2021
- ii. Case management and hearing dates - 28 February 2022 and 9 March 2022.

Petitioner informed the Court during the hearing on 9 March 2022 that the Petitioner wishes to withdraw the petition.

However, another creditor has appeared as a supporting creditor during the hearing on 9 March 2022, and the Court directed the supporting creditor to file its formal application to be substituted as the petitioner within 14 days.

- iii. Next case management is fixed on 13 March 2023.

**(f) Fast Global Link Services vs Sapura Subsea Services Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-27-01/2022)**

- i. Winding up petition date - 13 January 2022
- ii. Case management and hearing dates - 14 February 2022 and 12 April 2022.

On 14 February 2022 Sapura Subsea sought for a further case management date to be fixed on 15 March 2022 to determine whether Sapura Subsea will be contesting the winding-up petition or otherwise.

The case management date on 15 March 2022 and hearing date on 12 April 2022 were vacated as the Restraining Order obtained on 10 March 2022.

- iii. Next case management is fixed on 13 March 2023.

**(g) Mectra Synergy (M) Sdn. Bhd. vs Sapura Subsea Services Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-31-01/2022)**

- i. Winding up petition date - 25 January 2022
- ii. Case management and hearing dates - 17 February 2022 and 20 April 2022.

On 17 February 2022 Sapura Subsea's solicitors sought further case management date to be fixed by the Court and the Court has fixed the next case management on 15 March 2022.

The case management date on 15 March 2022 and hearing date on 20 April 2022 were vacated as the Restraining Order obtained on 10 March 2022.

- iii. Next case management is fixed on 13 March 2023.

**(h) Equatorial Marine Fuel Management vs Sapura Offshore Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-68-01/2022)**

- i. Winding up petition date - 25 January 2022
- ii. Case management and hearing dates - 28 February 2022 and 25 April 2022.

On 28 February 2022 Petitioner informed the Court that a further date is required for compliance of winding up procedures.

Sapura Offshore's solicitors informed the Court that a further date is required to confirm whether the debt under the winding up petition may be disputed.

Hearing date on 25 April 2022 were vacated as the Restraining Order obtained on 10 March 2022.

- iii. Next case management is fixed on 13 March 2023.

**(i) DTEC Engineering and Construction Sdn Bhd vs Sapura Project Services Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-72-01/2022)**

- i. Winding up petition date - 27 January 2022
- ii. Case management and hearing dates - 28 February 2022 and 25 April 2022.

On 28 February 2022 Sapura Project Services Sdn. Bhd.'s solicitors informed the Court that a further date is required to confirm whether the debt under the winding up petition may be disputed.

On 21 April 2022 SEB, Sapura Digital Solutions Sdn. Bhd., Sapura Diving Services Sdn. Bhd., Sapura Maintenance Services Sdn. Bhd., Sapura Fabrication Sdn. Bhd., Sapura Pinewell Sdn. Bhd., Sapura Onshore Sdn. Bhd., Sapura Subsea Services Sdn. Bhd., Sapura Services Sdn. Bhd., Sapura Management Services Sdn. Bhd., Sapura Marine Sdn. Bhd., Sapura Drilling Services Sdn. Bhd., Sapura Power Services Sdn. Bhd., Sapura Offshore Sdn. Bhd., and Sapura 3000 Pte. Ltd. as Creditors to Sapura Project Services Sdn. Bhd. filed an application to appoint Liquidator for the Respondent (Sapura Project Services Sdn. Bhd.).

Hearing date on 25 April 2022 were adjourned as DTEC Engineering and Construction Sdn Bhd has informed the Court that they intend to file an affidavit in reply to our application, and also file their own application for appointment of liquidator.

- iii. On 17 May 2022 DTEC Engineering and Construction Sdn. Bhd. filed an application to appoint two liquidators.

The court fixed another case management date on 29 June 2022. During the date, Sapura Project Services Sdn Bhd informed that they will file further affidavit on this matter by 5 July 2022.

- iv. The court has fixed hearing date for the application for appointment of Liquidator on 14 September 2022.
- v. In view that Sapura Project Services Sdn. Bhd. Had been wound up on 14 September 2022 by an Order made under the Winding Proceeding by Danamin (M) Sdn Bhd, DTEC Engineering and Construction Sdn Bhd had thus withdrawn the Winding Up Petition during the hearing on 14 September 2022.

**(j) Dura International Sdn Bhd vs Sapura Fabrication Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-83-02/2022)**

- i. Winding up petition date - 7 February 2022
- ii. Case management and hearing dates - 10 March 2022 and 18 May 2022.

The case management on 10 March 2022 and hearing date on 18 May 2022 were vacated as the Restraining Order obtained on 10 March 2022.
- iii. Next case management is fixed on 13 March 2023.

**(k) Astro Offshore Pte Ltd vs Sapura Fabrication Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-87-02/2022)**

- i. Winding up petition date - 7 February 2022
- ii. Case management and hearing dates - 14 March 2022 and 19 May 2022.

The case management on 14 March 2022 and hearing date on 19 May 2022 were vacated as the Restraining Order obtained on 10 March 2022.
- iii. Next case management is fixed on 13 March 2023.

**(l) Public Crane Heavy Equipment Sdn Bhd vs Sapura Fabrication Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-92-02/2022)**

- i. Winding up petition date - 9 February 2022
- ii. Case management and hearing dates - 14 March 2022 and 19 May 2022.

The case management on 14 March 2022 and hearing date on 19 May 2022 were vacated as the Restraining Order obtained on 10 March 2022.
- iii. Next case management is fixed on 13 March 2023.

**(m) MMA Offshore Malaysia Sdn Bhd vs Sapura Pinewell Sdn. Bhd.
- Kuala Lumpur High Court (WA-28NCC-111-02/2022)**

- i. Winding up petition date - 14 February 2022
- ii. Case management and hearing dates - 15 March 2022 and 8 June 2022.

The case management on 15 March 2022 and hearing date on 8 June 2022 were vacated as the Restraining Order obtained on 10 March 2022.
- iii. During the case management on 23 June 2022 Sapura Pinewell Sdn. Bhd. Updated status of the Restraining Order is extended for nine (9) months.
- iv. Next case management is fixed on 13 March 2023.

**(n) Icon Offshore Group Sdn Bhd vs Sapura Offshore Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-119-02/2022)**

- i. Winding up petition date - 25 February 2022
- ii. Case management and hearing dates - 17 March 2022 and 24 May 2022.

The case management on 17 March 2022 and hearing date on 24 May 2022 were vacated as the Restraining Order obtained on 10 March 2022.
- iii. Next case management is fixed on 13 March 2023.

(o) Posh Subsea Pte Ltd vs Sapura Fabrication Sdn. Bhd.
- Shah Alam High Court (BA28NCC-145-03/2022)

- i. Winding up petition date - 3 March 2022
- ii. Case management and hearing dates - 6 April 2022 and 7 June 2022.

The case management on 6 April 2022 and hearing date on 7 June 2022 were vacated as the Restraining Order obtained on 10 March 2022.

- iii. Next case management is fixed on 13 March 2023.

(p) Lincoln Energy Sdn Bhd vs Sapura Offshore Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-146-03/2022)

- i. Winding up petition date - 4 March 2022
- ii. Case management and hearing dates - 6 April 2022 and 7 June 2022.

The case management on 6 April 2022 and hearing date on 7 June 2022 were vacated as the Restraining Order obtained on 10 March 2022.

- iii. Next case management is fixed on 13 March 2023.

(q) Semco Salvage (V) Pte Ltd vs Sapura Offshore Sdn. Bhd.
- Shah Alam High Court (BA28NCC-144-03/2022)

- i. Winding up petition date - 3 March 2022
- ii. Case management and hearing dates – 6 April 2022 and 7 June 2022.

The case management on 6 April 2022 and hearing date on 7 June 2022 were vacated as the Restraining Order obtained on 10 March 2022.

- iii. Next case management is fixed on 13 March 2023.

(r) Danamin (M) Sdn Bhd vs Sapura Project Services Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-139-02/2022)

- i. Winding up petition date - 28 February 2022
- ii. Case management and hearing dates - 31 March 2022 and 30 May 2022.

On 31 March 2022 Sapura Project Services Sdn. Bhd.'s solicitors informed the Court that a further date is required to confirm whether the debt under the winding up petition may be disputed.

- iii. On 13 May 2022 SEB, Sapura Digital Solutions Sdn. Bhd., Sapura Diving Services Sdn. Bhd., Sapura Maintenance Services Sdn. Bhd., Sapura Fabrication Sdn. Bhd., Sapura Pinewell Sdn. Bhd., Sapura Onshore Sdn. Bhd., Sapura Subsea Services Sdn. Bhd., Sapura Services Sdn. Bhd., Sapura Management Services Sdn. Bhd., Sapura Marine Sdn. Bhd., Sapura Drilling Services Sdn. Bhd., Sapura Power Services Sdn. Bhd., Sapura Offshore Sdn. Bhd., and Sapura 3000 Pte. Ltd. as Creditors to Sapura Project Services Sdn. Bhd. Filed the following applications:

(a) to appoint Liquidator for the Respondent (Sapura Project Services Sdn. Bhd.)

(b) to appoint Interim Liquidator for the Respondent (Sapura Project Services Sdn. Bhd.) pending the hearing for appointment of Liquidator.

- iv. The matter was fixed for case management on 30 May 2022. The Court has directed for a further case management to be fixed on 5 July 2022 to allow the parties to file their respective affidavits in replies for the applications to appoint Mr Lim as the interim liquidator and liquidator of Sapura Project Services Sdn. Bhd..
- v. The Court fixed another case management date on 5 July 2022.
- vi. The court has fixed a hearing date for the application for appointment of Permanent Liquidator and Interim Liquidator on 1 September 2022.
- vii. On 1 September 2022, a liquidator has been appointed as the Interim Liquidator for Sapura Project Services Sdn. Bhd..
- viii. On 14 September 2022, the Court ordered that Sapura Project Services Sdn. Bhd. to be wound up and a liquidator be appointed as the Liquidator for Sapura Project Services Sdn. Bhd..

**(s) VKI Marketing Sdn Bhd vs Sapura Offshore Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-159-03/2022)**

- i. Winding up petition date - 22 February 2022
- ii. Case management and hearing dates - 11 April 2022 and 13 June 2022.

The case management on 11 April 2022 and hearing on 13 June 2022 were vacated due to the Restraining Order obtained on 10 March 2022.
- iii. The next case management is fixed on 29 June 2022.
- iv. Due to the extension to the Restraining Order, the next case management is fixed on 13 March 2023.

**(t) Tumpuan Megah Development Sdn Bhd vs Sapura Geosciences Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-181-03/2022)**

- i. Winding up petition date - 17 March 2022
- ii. Case management and hearing dates - 14 April 2022 and 20 June 2022.

The case management on 14 April 2022 and hearing on 20 June 2022 were vacated due to the Restraining Order obtained on 10 March 2022.
- iii. The next case management is fixed on 29 June 2022.
- iv. Due to the extension to the Restraining Order, the next case management is fixed on 13 March 2023.

**(u) Plomo Group Sdn Bhd v Sapura Pinewell Sdn. Bhd.
- Shah Alam High Court (BA-28NCC-665-12/2021)**

- i. Winding up petition date – 29 December 2021
- ii. Case management and hearing dates – 13 July 2022 and 17 May 2022.
- iii. On 5 August 2022 Sapura Pinewell Sdn. Bhd.'s solicitors informed the court that the winding up proceeding cannot proceed and should be stayed as Sapura Pinewell Sdn. Bhd. has filed and obtained a restraining order (and the extension) up to 10 March 2023.
- iv. The next case management is fixed on 13 March 2023.

**(v) Marine Creation Sdn Bhd v Sapura Fabrication Sdn. Bhd.
- Shah Alam High Court Suit No.: BA-28NCC-289-05/2022**

- i. Winding up petition date – 12 May 2022
- ii. Case management and hearing dates – 9 August 2022 and 22 August 2022.
- iii. Notice of discontinuance has been filed on 19 July 2022 by the Petitioner and the winding up petition has been withdrawn.

**(w) Lubricluem Sdn Bhd v Sapura 3000 Pte. Ltd.
- In the High Court in Sabah and Sarawak at Federal Territory of Labuan
Winding-up Petition No. LBN-28NCC-9/7-2022(HC)**

- i. Winding up petition date – 20 July 2022
- ii. Case hearing date – 9 September 2022.
- iii. Parties had reached settlement on the matter and the winding up petition has been struck out by the Court on 17 August 2022.

4. MATERIAL COMMITMENTS AND CONTINGENT LIABILITIES

- (i) The Group has provided corporate guarantees to financial institutions for credit facilities and granted performance bonds to joint ventures and associates amounting to RM591.8 million as at 31 July 2022 (31 January 2022: RM606.3 million).
- (ii) On 31 January 2019, SapuraOMV Upstream Sdn. Bhd. ("SapuraOMV") (an associate company of the Group) entered into a facility agreement with OMV Exploration & Production GmbH ("OMV E&P") for the OMV financing amounting to USD350.0 million (RM1,431.2 million). As security for this, Sapura Upstream Assets Sdn. Bhd. (a subsidiary of the Group) has pledged shares of SapuraOMV with a value of USD175.0 million (RM715.6 million) in favour of OMV E&P.
- (iii) On 17 November 2019, PETRONAS approved a 2-year extension to the Exploration Period for SB331 and SB332 Production Sharing Contracts to Sapura Energy Ventures Sdn. Bhd. ("SEV") subject to the fulfilment of certain minimum work commitments, failure of which there will be a sum payable to PETRONAS. On 29 December 2021, PETRONAS approved a further extension for 3 years allowing SEV to complete its commitments by 19 November 2024. SEV is currently reviewing the terms and conditions stipulated in the extension.
- (iv) Other than as described above, Section 3(ii) and Section 3(iii), there were no other changes in contingent liabilities in the current financial period.

5. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of our Company at Sapura@Mines, No. 7, Jalan Tasik, The Mines Resort City, 43300 Seri Kembangan, Selangor Darul Ehsan, Malaysia between 8.30 a.m. and 5.30 p.m. from Mondays to Fridays (except public holidays) from the date of this Circular up to and including the date of the EGM:-

- (i) Constitution of the Company;
- (ii) MOA;
- (iii) Audited consolidated financial statements of SEB for the past two (2) financial years up to the FYE 2022;
- (iv) latest unaudited quarterly report for the 3-month FPE 31 July 2022; and
- (v) the relevant cause papers relating to the material litigation referred to in Section 3 above.



SAPURA ENERGY BERHAD
 Registration No. 201101022755 (950894-T)
 (Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting (“**EGM**” or “**Meeting**”) of Sapura Energy Berhad (“**SEB**” or the “**Company**”) will be held on a fully virtual basis and entirely through live streaming and online remote voting using Remote Participation and Electronic Voting facilities via the online meeting platform at <https://meeting.boardroomlimited.my> (Domain Registration No. with MYNIC: D6A357657) on Monday, 17 October 2022 at 3.00 p.m. or at any adjournment thereof, for the purpose of considering and, if thought fit, passing the following ordinary resolution with or without any modifications:-

ORDINARY RESOLUTION

PROPOSED DISPOSAL OF SAPURA T-19, SAPURA T-20 AND SAPURA SETIA BY SAPURA DRILLING T-19 LTD., SAPURA DRILLING T-20 LTD. AND SAPURA DRILLING SETIA LTD. RESPECTIVELY, ALL WHOLLY OWNED SUBSIDIARIES OF SAPURA DRILLING (BERMUDA) LTD., A WHOLLY OWNED SUBSIDIARY OF SAPURA DRILLING PTE. LTD. (LABUAN) WHICH IS A WHOLLY OWNED SUBSIDIARY OF SAPURA ENERGY BERHAD, TO NKD MARITIME LIMITED FOR A TOTAL AGGREGATE PRICE OF USD8,200,000 (EQUIVALENT TO RM35,144,954) (“PROPOSED DISPOSAL”)

“THAT subject to the approvals of all relevant authorities and/or parties (if required) being obtained, approval be and is hereby given to Sapura Drilling T-19 Ltd., Sapura Drilling T-20 Ltd. and Sapura Drilling Setia Ltd., the subsidiaries of SEB (Collectively, known as “**the Vendor**”) to dispose of three drilling rigs namely, Sapura T-19, Sapura T-20 and Sapura Setia to NKD Maritime Ltd for a cash consideration of USD8.2 million (equivalent to approximately RM35.1 million) in accordance with the terms and conditions contained in the Memorandum of Agreement dated 18 August 2022 entered into between the Vendor and the Buyer in relation to the Proposed Disposal (“**MOA**”);

THAT the Board of Directors (“**Board**”) be and is hereby authorised to utilise the proceeds from the Proposed Disposal for such purposes as set out in the Circular to Shareholders dated 1 October 2022 and the Board be and is hereby authorised with full power to vary the manner and/or purpose of the utilisation of such proceeds from the Proposed Disposal in the manner as the Board may deem fit, necessary and/or expedient, and in the best interests of the Company;

AND THAT the Board be and is hereby authorised to take all such necessary steps and enter into all deeds, agreements, arrangements, undertakings, transfers and indemnities as it may deem fit, necessary, expedient and/or appropriate and in the best interests of the Company in order to implement, finalise, complete and give full effect to the Proposed Disposal and the terms and conditions of the MOA with full powers to assent to any conditions, modifications, variations and/or amendments as may be required by any relevant authorities as it may deem fit, appropriate and in the best interests of the Company.”

BY ORDER OF THE BOARD

TAI YIT CHAN (MAICSA 7009143) (SSM PC No. 202008001023)
TAN SEIW LING (MAICSA 7002302) (SSM PC No.: 202008000791)
Company Secretaries

Selangor Darul Ehsan
1 October 2022

Notes:

- (a) The Extraordinary General Meeting (“EGM”) of the Company will be conducted on a fully virtual basis through live streaming and online remote voting by shareholders via the Remote Participation and Electronic Voting (“RPEV”) Platform at <https://meeting.boardroomlimited.my>. Please follow the steps and procedures provided in the Administrative Notes for the EGM of the Company in order to register, participate and vote remotely via the RPEV Platform.

The primary mode of communication by shareholders for the EGM is via text messaging facilities provided under the RPEV Platform. In the event of any technical glitch in the primary mode of communication, all other reasonable modes of communication is acceptable for the EGM.

- (b) The ordinary resolution in the Notice of the EGM is to be conducted by poll voting as per Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad via the RPEV Platform.
- (c) A member of the Company shall be entitled to appoint another person as his/her proxy to exercise all or any of his/her rights to attend, participate, speak and vote at a meeting of the members of the Company, subject to the Constitution of the Company.
- (d) A member entitled to attend and vote at the EGM is entitled to appoint up to two (2) proxies to attend and vote on a poll in his stead. A proxy may, but need not be a member of the Company and there is no restriction as to the qualification of the proxy. Where a member appoints two (2) proxies, the appointment shall be invalid unless he specifies the proportion of his shareholdings to be represented by each proxy.
- (e) Where a member of the Company is an exempt authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991 which 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.
- (f) An instrument appointing a proxy shall be in writing and in the case of an individual shall be signed by the appointor or by his attorney; and in the case of a corporate member, shall be either under its common seal or signed by its attorney or an officer on behalf of the corporation.
- (g) The instrument appointing a proxy must be deposited with the Share Registrar of the Company, Boardroom Share Registrars Sdn. Bhd. at 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia not less than forty-eight (48) hours before the time appointed for the holding of the meeting, i.e., no later than 15 October 2022 at 3.00 p.m. or any adjournment thereof.

Alternatively, the instrument appointing a proxy may be deposited via electronic means through the Share Registrar’s website, Boardroom Smart Investor Portal at <https://investor.boardroomlimited.com> to login and deposit your proxy form electronically not less than forty-eight (48) hours before the time appointed for the holding of the meeting, i.e., no later than 15 October 2022 at 3.00 p.m. or any adjournment thereof.

- (h) As an alternative to the appointment of a proxy, a corporate member may appoint its corporate representative to attend the EGM pursuant to Section 333 of the Companies Act 2016. For this purpose and pursuant to Section 333(5) of the Companies Act 2016, the corporate member shall provide a certificate under its common seal as prima facie evidence of the appointment of the corporate representative.

For the purpose of determining a member who shall be entitled to attend the EGM in accordance with Article 59(2) of the Company’s Constitution and Section 34(1) of the Securities Industry (Central Depositories) Act 1991, the Company shall be requesting Bursa Malaysia Depository Sdn. Bhd. to issue a General Meeting Record of Depositors as at 7 October 2022. Only a depositor whose name appears on the Record of Depositors as at 7 October 2022 shall be entitled to attend the EGM or appoint proxies to attend and/or vote on his/her behalf.

- (i) The holders of the RCPS-i shall be entitled to attend the EGM but have no right to vote at the said meeting. The voting rights of the RCPS-i holders are detailed in the Constitution of the Company.

FORM OF PROXY

CDS Account No.	
Total number of ordinary shares held	



Sapura Energy Berhad
 Registration No: 201101022755 (950894-T)
 (Incorporated in Malaysia)

I/We _____
 (Full Name as per NRIC/Passport/Company No. in Capital Letters)

NRIC/Passport No./Certificate of Incorporation No. _____

of _____
 (Full Address)

being a Member of SAPURA ENERGY BERHAD, do hereby appoint:

PROXY 1

Full Name (in block letters)	NRIC / Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			
Tel no:		Email address:	

and/or (delete as appropriate)

PROXY 2

Full Name (in block letters)	NRIC / Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			
Tel no:		Email address:	

or failing him/her, the CHAIRMAN OF THE MEETING, as my/our proxy to vote for me/us and on my/our behalf at the Extraordinary General Meeting of Sapura Energy Berhad ("the Company") that will be conducted on a fully virtual basis through live streaming and online remote voting by shareholders via the Remote Participation and Electronic Voting ("RPEV") Platform at <https://meeting.boardroomlimited.my> (Domain Registration No. with MYNIC – D6A357657) on Monday, 17 October 2022 at 3.00 p.m. or at any adjournment thereof.

Please indicate with an "X" in the space provided below how you wish your vote to be cast. If no specific direction as to voting is given, the Proxy will vote or abstain from voting at his/her discretion.

RESOLUTION	FOR	AGAINST
ORDINARY RESOLUTION – PROPOSED DISPOSAL		

 Signature/Common Seal of Shareholder

Dated this _____ day of _____ 2022

Notes:

- (a) The Extraordinary General Meeting (“EGM”) of the Company will be conducted on a fully virtual basis through live streaming and online remote voting by shareholders via the Remote Participation and Electronic Voting (“RPEV”) Platform at <https://meeting.boardroomlimited.my>. Please follow the steps and procedures provided in the Administrative Notes for the EGM of the Company in order to register, participate and vote remotely via the RPEV Platform.

The primary mode of communication by shareholders for the EGM is via text messaging facilities provided under the RPEV Platform. In the event of any technical glitch in the primary mode of communication, all other reasonable modes of communication is acceptable for the EGM.

- (b) The ordinary resolution in the Notice of the EGM is to be conducted by poll voting as per Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad via the RPEV Platform.
- (c) A member of the Company shall be entitled to appoint another person as his/her proxy to exercise all or any of his/her rights to attend, participate, speak and vote at a meeting of the members of the Company, subject to the Constitution of the Company.
- (d) A member entitled to attend and vote at the EGM is entitled to appoint up to two (2) proxies to attend and vote on a poll in his stead. A proxy may, but need not be a member of the Company and there is no restriction as to the qualification of the proxy. Where a member appoints two (2) proxies, the appointment shall be invalid unless he specifies the proportion of his shareholdings to be represented by each proxy.
- (e) Where a member of the Company is an exempt authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991 which 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.
- (f) An instrument appointing a proxy shall be in writing and in the case of an individual shall be signed by the appointor or by his attorney; and in the case of a corporate member, shall be either under its common seal or signed by its attorney or an officer on behalf of the corporation.
- (g) The instrument appointing a proxy must be deposited with the Share Registrar of the Company, Boardroom Share Registrars Sdn. Bhd. at 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia not less than forty-eight (48) hours before the time appointed for the holding of the meeting, i.e., no later than 15 October 2022 at 3.00 p.m. or any adjournment thereof.

Alternatively, the instrument appointing a proxy may be deposited via electronic means through the Share Registrar’s website, Boardroom Smart Investor Portal at <https://investor.boardroomlimited.com> to login and deposit your proxy form electronically not less than forty-eight (48) hours before the time appointed for the holding of the meeting, i.e., no later than 15 October 2022 at 3.00 p.m. or any adjournment thereof.

- (h) As an alternative to the appointment of a proxy, a corporate member may appoint its corporate representative to attend the EGM pursuant to Section 333 of the Companies Act 2016. For this purpose and pursuant to Section 333(5) of the Companies Act 2016, the corporate member shall provide a certificate under its common seal as prima facie evidence of the appointment of the corporate representative.

For the purpose of determining a member who shall be entitled to attend the EGM in accordance with Article 59(2) of the Company’s Constitution and Section 34(1) of the Securities Industry (Central Depositories) Act 1991, the Company shall be requesting Bursa Malaysia Depository Sdn. Bhd. to issue a General Meeting Record of Depositors as at 7 October 2022. Only a depositor whose name appears on the Record of Depositors as at 7 October 2022 shall be entitled to attend the EGM or appoint proxies to attend and/or vote on his/her behalf.

- (i) The holders of the RCPS-i shall be entitled to attend the EGM but have no right to vote at the said meeting. The voting rights of the RCPS-i holders are detailed in the Constitution of the Company.

By submitting the duly executed form of proxy, the member and his/her proxy consent to the Company (and/or its agents/service providers) collecting, using and disclosing the personal data therein in accordance with the Personal Data Protection Act 2010 for the purpose of this Extraordinary General Meeting and any adjournment thereof.

Fold this flap for sealing

Then fold here

AFFIX
STAMP

The Share Registrar of
SAPURA ENERGY BERHAD

Boardroom Share Registrars SdnBhd
11th Floor, Menara Symphony
No. 5, Jalan Prof. Khoo Kay Kim
Seksyen 13
46200 Petaling Jaya
Selangor Darul Ehsan

1st fold here