



TRANSACTIONS (CHAPTER 10 OF LISTING REQUIREMENTS) : NON RELATED PARTY TRANSACTIONS Swift Haulage Berhad ("SHB" or "Company") - Agreement with DLT Enterprise Pte. Ltd. for the Acquisition of the Entire Issued Share Capital of Watt Wah Petroleum Haulage Pte. Ltd.

SWIFT HAULAGE BERHAD

Type	Announcement
Subject	TRANSACTIONS (CHAPTER 10 OF LISTING REQUIREMENTS) NON RELATED PARTY TRANSACTIONS
Description	Swift Haulage Berhad ("SHB" or "Company") - Agreement with DLT Enterprise Pte. Ltd. for the Acquisition of the Entire Issued Share Capital of Watt Wah Petroleum Haulage Pte. Ltd.

Unless otherwise stated, the definitions used throughout this announcement shall have the same meaning as defined in the previous announcements made by the Company pertaining to the Acquisition.

Further to the announcement made on 10 August 2022 and 17 November 2022, the Board of Directors of SHB wishes to announce the additional information pertaining to the Acquisition as follows:-

Item 4.2 - Consideration

The basis and justification of the total purchase price for the Shares comprising of SGD1,600,000/- is based on a slight premium to the net book value of Watt Wah as of 31 December 2021, SGD1,544,490.

4. SALIENT TERMS OF THE AGREEMENT

Item 4.5 – Post-Completion Obligations

4.5.1 Obligations of the Seller

The Parties agree that the Purchaser shall deposit the Retention Sum with the Escrow Agent within twelve (12) months from the Completion Date ("Indemnity Period") in accordance with the Agreement and the provisions of the escrow agreement entered into among the Seller, the Purchaser and the Escrow Agent on or around the date of the Agreement or such other date the parties agreed. The Parties further agree that the cost for establishing and maintaining the escrow account shall be borne solely by the Seller, and the Retention Sum shall only be utilised to set off against any purchaser claims pursuant to the Agreement.



For the duration of the Indemnity Period, the Seller undertakes, and shall procure its shareholders to undertake, not to undertake, enter into, pursue, facilitate, any agreement, understanding, contract or transaction, or take any action (with any party other than Oxalis) which would result in a restructuring, merger, amalgamation, change of its share capital or change of shareholding (whether direct or indirect) of the Seller, or commence or undertake any proceedings relating to dissolution, striking off, liquidation, winding up or any other analogous proceedings in respect of the Seller without the Purchaser's written consent (which shall not be unreasonably withheld).

4.5.2 Obligations of the Purchaser

(a) The Purchaser shall:

(i) deliver to the Seller within five (5) Business Days from the Completion Date, email confirmation from an appropriate officer of United Overseas Bank Limited, a licensed bank in Singapore ("**UOB Bank**") that shows (A) the loan to be disbursed from UOB Bank to Watt Wah in accordance with the UOB Letter for the purpose of repaying the Shareholder's Loan ("**UOB Loan**") has been accepted, and (B) the indicative disbursement date of the UOB Loan (which shall be within sixteen (16) Business Days from the Completion Date); and

("Shareholder's Loan" means the loans of Watt Wah owing to Oxalis Holdings Pte Ltd ("**Oxalis**"), the outstanding amount of which is SGD 8,041,085 as of 30 September 2022).

(ii) pay, or procure the repayment, to Oxalis of the Shareholder's Loan in full in such manner as the Purchaser may nominate (including but not limited to refinancing of the Shareholder's Loan) within sixteen (16) Business Days from the Completion Date ("**Loan Repayment Deadline**").

(b) The payment by the Purchaser in the manner contemplated in the Agreement shall be full and final settlement of the Shareholder's Loan, and Oxalis shall have no claims whatsoever against the Watt Wah respect of the Shareholder's Loan following such payment.

(c) In the event that the Purchaser fails to pay, or procure the repayment of, the Shareholder's Loan in accordance with the Agreement, the Seller shall have the right (but not the obligation) at its sole discretion but subject to the Agreement to require the Purchaser to transfer the Shares back to the Seller within three (3) Business Days following the Loan Repayment Deadline by way of notice in writing to the Purchaser, where the following events shall take place:

(i) in exchange for the delivery of the Transfer Documents set out below in 4.5.2(c)(iii), the Seller shall deliver to the Purchaser an instruction duly executed by the Seller instructing the Escrow Agent to release the Retention Sum to the Purchaser;



(ii) in exchange for the delivery of the Transfer Documents as set out in 4.5.2(c)(iii), the Seller shall repay the Completion Payment Sum to the Purchaser;

(iii) in exchange for the performance of the Seller's obligations set out in 4.5.2(c)(i) and 4.5.2(c)(ii) above, the Purchaser shall, at its own cost and expense, deliver all documents necessary to transfer all (and not some) of the Shares to the Seller (including but not limited to a share transfer form duly executed by the Purchaser, cashiers' order (or such other form of payment) for stamp duty in respect of such transfer, signed directors' or shareholders' resolutions of Watt Wah authorising the transfer of such Shares to the Seller and/or procuring the removal of any directors or other offices appointed by the Purchaser to Watt Wah, and resignation letters executed by any directors or other officers appointed by the Purchaser to Watt Wah from such positions) ("**Transfer Documents**"), provided that:

(A) stamp duty for the transfer of Shares under clause 4.5.2(c)(iii) shall be borne by the Purchaser; and

(B) the Purchaser shall be obliged that the financial state of Watt Wah at the date of the transfer of the Shares to the Seller pursuant to 4.5.2(c)(iii) remains the same as that of Watt Wah as at Completion Date, in all material respects; and

(iv) following the completion of events set out under clause 4.5.2(c)(i) to (iii) above, the Agreement shall be terminated (other than the Surviving Provisions) and without prejudice to the Seller's right to claim damages or other compensation against the Purchaser, the provisions of the Agreement shall apply.

Item 5 – Financial Effects

5.1 Share capital and shareholdings of the substantial shareholders

The Acquisition will not have any effect on the issued share capital of the Company and substantial shareholders' shareholdings.

5.2 Net Assets ("NA") and NA per share

The Acquisition is not expected to have any material effect on the NA and NA per share of SHB Group for the financial year ending 31 December 2022.

5.3 Earnings and earnings per share

The Acquisition is not expected to have any material effect on the earnings and earnings per share of the Company for the financial year ending 31 December 2022. Barring



any unforeseen circumstance, the Proposed Acquisition may contribute positively to the consolidated earnings of the Group in the future financial years.

5.4 Gearing

The Proposed Acquisition will increase the gearing ratio of Swift Haulage Berhad and its group of companies from 0.92% to 0.96% for the financial year ending 31 December 2022.

Item 13 – Highest Percentage Ratio Applicable to the Acquisition

Based on the salient terms of the Agreement, the Shareholder's Loan have been included as part of the transaction. As such, the highest percentage ratio applicable to the Acquisition pursuant to Paragraph 10.02(g) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad computed based on the latest audited consolidated financial statements of SHB for the financial year ended 31 December 2021 is 4.9%.

This announcement is dated 23 November 2022.

Announcement Info

Company Name	SWIFT HAULAGE BERHAD
Stock Name	SWIFT
Date Announced	23 Nov 2022
Category	General Announcement for PLC
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