

[31 pages; 40 mins approximate reading time]

TRUE EXPERIENCE



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CAPABILITY STATEMENT



GGCLaw has been working with us on the Tuas Mega Port Project. Given the nature of the Project, and the associated Contract, we regularly encounter difficult and complex legal and contractual conundrums.

Their advice on these various matters has been pivotal to us being able to formulate a commercial and contractual strategy associated with these thorny issues.

Glenn Cheng's expertise and dedication have truly set him apart as an exceptional legal professional. His knowledge and experience in this field were evident as he guided us through every stage of the ongoing project with precision and confidence. Glenn's communication skills are outstanding, and he explains legal matters in a clear and understandable way. He leaves no stone unturned, ensuring that we were in the best possible legal position.

- Penta-Ocean Construction Company Limited (Japan, Singapore); and,
- Penta-Ocean / Hyundai / Boskalis Joint-Venture Tuas Terminal Reclamation, Wharf Construction and Dredging Phase 2 (TTP2) Project (Japan, S. Korea, The Netherlands, Singapore)



CHOOSING GGCLAW – AN OVERVIEW



The Chambers of GG Cheng LLC (“**GGCLaw**“) is an evolution of the former practice of Glenn G Cheng Law Chambers, a well-regarded Singaporean set of specialist chambers which started life in 2022 as a sole proprietorship.

Mr Glenn George Cheng continues to lead GGCLaw as an international specialist practitioner and independent arbitrator with almost 30 years of experience in energy projects (focusing on offshore E&P and onshore plant developments), on/offshore civil and marine heavy engineering and infrastructure construction, as well as onshore built-environment projects (including housing, and mixed-usage land and real estate developments). Mr Cheng is widely known in the industry for high-valued and technically complex projects in the areas of offshore (hydrocarbon) exploration work, rig/vessel/platform and associated asset design and fabrication projects, on/offshore heavy engineering and infrastructure (particularly in large blue-water civil and marine engineering and on/offshore ports) construction work. The move to establish GGCLaw as a highly exclusive and bespoke practice follows a long and distinguished career as a Singapore-based partner in renowned private international practices including British and European multi-national brands: Norton Rose, CMS Nabarro, Kennedys Legal Solutions, as well as US global giant K&L Gates Straits Law.

Mr Kewee Kho is equally experienced with close to 30 years focused on investments, corporate and financial advisory to institutional and private clients. His experience spans multiple roles between markets in the US and Asia-Pacific. These roles have involved investment banking, private equity, venture capital, investments, corporate and business



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development, corporate finance, entrepreneur, and business management responsibilities covering a broad spectrum of industries. Mr Kho is an independent director of The Private Museum, SGX-listed MS Holdings Limited and Zhongmin Baihui Retail Group Ltd. He was previously a board member of Lee Metal Group Limited and Courts Asia Limited. Mr Kho has been involved in over 200 SME, MNC, private and public company transactions during his professional career and personal investments, executing capital raising, M&A, private equity, and proprietary investment deals. The sum of all transaction deals executed at this stage of his career is valued in excess of US\$2.5 billion. Mr Kho is a non-legal advisor to GGCLaw's clients, and he sits as a non-shareholding consultant in GGCLaw. He is a Fellow of Singapore Institute of Arbitrators and a member of the Singapore Institute of Directors.

GGCLaw's ideology today is to provide a direct client-facing bespoke suite of legal services comprising the following scope:

- (Outsourced) "External-In-House" Project Counsel, or "Trusted Advisor" roles in commercial and legalistic/technical matters.
- Major energy/infrastructure/engineering and construction projects related advisory services comprising a complete and holistic "tender-to-completion-commissioning" scope of bid assessment support, contractual drafting and negotiation, day-to-day advice on delivery controls and performance risks, preparations, "sense checks" and management of claims and defences, emergency advisory involvement in events of default and unforeseen disruptions, advising termination strategy and contractually regulated dispute resolution (namely, neutral evaluations, contractual adjudication, expert determinations and DAB/DRB tribunal hearings).
- Structuring of global cross-border and domestic corporate transactions including investment funding, mergers, and acquisitions.

In disputes related works, GGCLaw offers a unique brand of specialised care and representation in the following areas:

- International arbitration, DAB/DRB, mediation Leading Counsel and Co-Counsel roles;
- Special Counsel (multi-jurisdictional representation limited to project-led technical and commercial issues); and,
- (Independent) Sole and Party/Chair Arbitrator roles.

It is essential to understand that GGCLaw is a specialist set and acts in essence as a "barrister-cum-project-advisor". It is not your typical full service large firm which means that as a practical matter, GGCLaw is better prepared to be commercially flexible and competitive with the professional fees that it charges, whilst guaranteeing direct and personalized service in terms of the set's expertise. GGCLaw will explore different cost models and adopt innovations to promote efficiency, including "teaming arrangements" with client's resources and (external) Singaporean, and other locally qualified counsel where it is agreed that such collaborations would be beneficial to the case, or project in question. Where necessary, GGCLaw will keep the discretion to seek yours, or your client's approval to "carve-out" the instructing/supporting solicitors' role and to instruct external firms of solicitors of our choice and onward recommendation to you or your client.

Glenn Cheng's expertise and dedication have truly set him apart as an exceptional legal professional. His knowledge and experience in this field were evident as he guided us through every stage of the ongoing project with precision and confidence. Glenn's communication skills are outstanding, and he explains legal matters in a clear and understandable way. He leaves no stone unturned, ensuring that we were in the best possible legal position.

Penta-Ocean / Hyundai / Boskalis Joint Venture,
Tuas Terminal Reclamation, Wharf Construction and
Dredging Phase 2 (TTP2) Project

As 2024 unfolds, I can't help but think of GGCLaw as the legal equivalent of a Swiss Army knife - versatile, reliable, and always handy in a pinch. It's comforting to know that we have your team's custom-made services at our disposal, ready to tackle any legal conundrum that comes our way.

SHELF Drilling (UAE)



WHAT OUR CLIENTS KNOW, AND THINK ABOUT US

MR GLENN GEORGE CHENG

In his experience on global projects, Mr Cheng has acted on PPP projects in Singapore including the Tuaspring (Tuas II) SWRO Desalination Plant, the Kranji Wastewater Reclamation and NEWater Plants, and the Singapore Sports Hub. In other infrastructure projects, he has acted on PPP/DBOO(T) projects across Singapore and the SEA-Asia-Pacific region.

Mr Cheng has a singular industry reputation in civil/marine and blue-water heavy engineering projects, having acted for respective JV head contractors since 2014, and leading sequentially, the project advisory work on each of the Jurong Island Westward Expansion (JIWE), as well as Phase One and Phase Two stages (comprising "Finger 2" and "Finger 3") EPC (Turnkey) packages on the Tuas Terminal "Mega-Port" project.



The Tuas "Mega-Port" in Singapore is designed to cost (on plan) SGD(\$)\$20 billion and will stand as the world's largest port infrastructure when all (four) Finger piers are completed. Mr Cheng's tenure on the Tuas "Mega-Port" Project is now approaching its 10th year, which constitutes to date, and by far, the longest uninterrupted tenure of any international (and/or domestic) lawyer advising on that project. As his clients take on new projects in Saudi Arabia and the greater Middle East region, Mr Cheng's experience is proving reliably invaluable in these new applications. In other traditional procurement platforms he has also advised on BOT / DBOO(T) wharf construction projects in Indonesia, India and Saudi Arabia.

Mr Cheng is further specialised in a range of seabed dredging, foreshore defence and reclamation, and submarine cable trenching, laying and burial projects on which he has advised across Singapore, the (former) Shell-Eastern Pulau Bukom, as well as offshore Malaysia, across North Africa and the Middle East. In energy projects, and specifically in terms of offshore exploration and production, he has acted on multiple oil and gas MODU/rigs new-buildings, RLEC



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works and oil and gas asset sale and purchase transactions around the world. He has also acted in civil and marine engineering projects on the Upper Zakum Field “artificial refinery islands” project in Abu Dhabi (UAE).

Working with Glenn Cheng is an absolute pleasure. He is obviously a highly skilled lawyer, but more than that, he understands the commercial and political implications associated with a given contractual and legal strategy and can provide tailored advice to take these aspects into consideration. Glenn is extremely personable and a pleasure to work with and is always available to provide high quality and rapid advice at a moment's notice.

His professionalism, integrity, and unwavering dedication to our project are truly commendable. Thanks to his legal expertise and guidance, our reclamation project at the Tuas Mega Port continues to be for us at this stage an ongoing success. I wholeheartedly recommend Glenn Cheng and GCC Law to anyone seeking legal counsel in the field of reclamation projects or any other legal matters. He is not just a lawyer; he is a trusted partner in achieving your goals.

**Penta-Ocean / Hyundai / Boskalis Joint-Venture
Tuas Terminal Reclamation, Wharf Construction and Dredging Phase 2 (TTP2) Project
(Japan, S. Korea, The Netherlands, Singapore)**

I have been working with Glenn (Cheng) and his team on several matters during the past few years. Our requests have always been very challenging both in terms of time delivery and subject-matter.

We have always received very high-quality results, and the documents produced by Glenn have by far exceeded our expectations.

The distinctive characteristics of the advice that we received from this lawyer are for sure - clarity and reasonableness - two characteristics that are essential for people like us (working not before Tribunal, but) at Project level and on the operative side.

**Maire Tecnimont SpA
(Italy, Philippines, Malaysia, Singapore)**



FRONT-END PROJECT ADVISORY WORK

GENERAL SCOPE OF INDUSTRY SECTOR EXPERIENCE



GGCLaw has been working with us on the Tuas Mega Port Project. Given the nature of the Project, and the associated Contract, we regularly encounter difficult and complex legal and contractual conundrums. Their advice on these various matters has been pivotal to us being able to formulate a commercial and contractual strategy associated with these thorny issues.

Penta-Ocean Construction Company Limited
(Japan, Singapore)

SCOPE OF INDUSTRY SECTOR EXPERIENCE

- Commercial Contracting;
- PPP, and Concession-based DBOO(T) Projects;
- Traditional, Turnkey (Design and Build), and EPC/EPC(C/IC) Projects;
- Design and Professional Services (and Consultancy) Agreements;
- Energy (Oil & Gas) Exploration, Production (Offshore), Joint Development, and Production Sharing Projects;
- Subsea and Engineering Support Services;
- Energy (Renewable) Concession and Production Sharing Projects;
- Power Supply and Purchase Arrangements (and Off-take Agreements);
- EPCM Agreements;
- Operation and Maintenance Agreements;
- Plant (Onshore – Process Engineering) Design and Build Projects;
- Civil and Marine Engineering Projects;
- (Seabed) Dredging, Land Reclamation and Environmental Management;
- (Seabed) Submarine Cable Systems;
- Built-Environment (Foreshore Defence and Fortification);
- Built-Environment (Onshore Infrastructure and Utilities);
- Built-Environment (Onshore Ports and Transportation);
- Built-Environment (Onshore Buildings and Structures);
- Built-Environment (Onshore Townships and Industrial Zones); and,



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- General Project Performance Controls and Supply Chain Management Advice.

A selected, non-exhaustive list of deals is listed at **Annex A** to this Capability Statement and Cost Proposal.



Over the years I have really come to treasure those lawyers who listen to what clients want.

He's a technical expert in his field, he has the ability to convince. It is very much like watching a (King's Counsel) at work. Of our many war stories over the years and upon reflection, all share the common theme of (Mr Glenn Cheng) digging us out of trouble.

In one phrase to encapsulate him, I'd say he's really user-friendly.

Clough
(Australia, Indonesia)



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We see synergy with GGCLaw's specialist work, particularly in Infrastructure EPC(I)(C) and Oil and Gas Offshore E&P sectors.

GGCLaw's active collaborations with in-house teams and instructing law firms show its commitment to providing comprehensive services while optimizing costs.

**Mr Dzul Bakar,
General Counsel of an International Oil and Gas (Rig)
Fleet Owner/Drilling Contractor
(SEA, India, West Africa, North Sea, MENAM)**



SCOPE OF LEGAL AND CONTRACTUAL SERVICES



- “Trusted Advisor” or “External In-House Counsel” roles.
- Contract structuring, negotiations, drafting, and associated advisory work;
- Project feasibility and delivery risk analyses;
- Advice on the evidence, as well as on the merits of claims (and defences to claims);
- Advice on contractual controls and events of non-performance;
- Advice and support on the preparation of claims and associated submissions;
- Advice and support on *intra*-contractual and (external or independent) alternative dispute resolution;
- Advice on claims management, claims defence management and dispute avoidance;
- Statutory adjudication work;
- Dispute (Adjudication and Review) Board work;
- Independent (Referee or) Determination work ;
- (International) Arbitration Counsel work;
- Domestic Litigation Counsel work;
- Independent (International) Arbitrator work; and,
- Emergency (International) Arbitrator work.

Mr Glenn George Cheng is a Fellow of the Singapore Institute of Arbitrators (FSI Arb) and the Malaysian Institute of Arbitrators (FMI Arb). He sits on the panels of Arbitrators and the panels of Emergency Arbitrators of the Singapore International Arbitration Centre, and the Asian International Arbitration Centre [f.k.a the Kuala Lumpur Regional Centre for Arbitration]. He also sits on the panels of Arbitrators of the Singapore Chamber of Maritime Arbitration (SCMA), the Dubai International Arbitration Centre (DIAC), and the Japan Commercial Arbitration Association (JCAA); as well as being included in the accredited databases of potential arbitrators with the International Chamber of Commerce (ICC) and the London Court of International Arbitration (LCIA).

In his experience with claims and disputes, Mr Cheng appears as Counsel and acts as [instructing] Solicitor as needs require. He also sits as Arbitrator and Emergency Arbitrator in both international and domestic proceedings. As Leading



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Counsel, Mr Cheng successfully led, advocated, and won for his client all the multiple claims made on behalf of that private sector developer against the sovereign defence authority and armed forces' state-owned land developer of a South Asian country, plus damages and a full reimbursement award on legal costs, in a complex case of the wrongful termination of both a joint venture and its accompanying concession agreement to execute a PPP/BOT land development project. Also as Leading Counsel, Mr Cheng was appointed to advise the resolution of over 400 claims and disputes which arose during the winding down of a crude oil and petrochemical trading division of the national oil and gas authority of Indonesia. During the COVID-19 pandemic "lockdown" periods internationally, Mr Cheng advised numerous key clients and projects across Italy, Malaysia, the Philippines, Singapore, Thailand, and the UAE.

Main Sectors of Expertise	Jurisdictional Experience [national jurisdictions and legal systems]	
<ul style="list-style-type: none"> • Oil & Gas, Petrochemicals; • Civil, Marine and Heavy Engineering. • Infrastructure Development, with specialist focus on: <ul style="list-style-type: none"> ○ Infrastructure EPC(C); and, ○ Civil and Marine Engineering Projects ○ On/offshore tunnelling, cable burial/seabed trenching/submarine cable laying. ○ Wharf/pier/ports construction. ○ Oil and Gas Offshore E&P. ○ Ship/Rig Fabrication EP(C)(I)C; and, ○ Onshore Plant "Turnkey" projects. • Built-Environment related commercial contracts. • Building and Construction projects. • Commodities and Commercial Transactions; and, • Maritime Carriage of Goods. 	<p>Jurisdictional Seat Law [as Tribunal]:</p> <ul style="list-style-type: none"> • Australia. • England and Wales. • Malaysia. • Singapore; and, • S. Korea. 	<p>Jurisdictional law (as Counsel) [with local co-Counsel and/or foreign law expert]:</p> <ul style="list-style-type: none"> • Afghanistan. • China. • Delaware. • England and Wales. • Hong Kong SAR. • India. • Indonesia. • Kazakhstan. • Malaysia. • Netherlands • New York. • Oman. • Pakistan. • Philippines. • Qatar. • Saudi Arabia. • Singapore. • S. Korea. • Thailand. • Vietnam. • UAE; and, • Ukraine.

A selected, non-exhaustive list of our notable cases is listed at **Annex B** to this Capability Statement and Cost Proposal.

---- End of Capability Statement ----



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COST PROPOSAL



SCOPE OF SERVICE

Potential Role	Scope of Involvement	Sector/Disciplines	Area/Jurisdiction
[Outsourced] [General] Counsel.	“External-In-House” Counsel; or “Trusted Advisor” role.	<ul style="list-style-type: none"> • “Feasibility-Study-to-Bid-to-EPC-to-Commissioning” whole project life cycle advisory. • Built-Environment developments. • Onshore Building and Construction. • Infrastructure EPC(C). • Onshore Plant “Turnkey” Projects. • Civil and Marine Engineering Projects. • On/offshore Tunnelling. • Offshore Submarine Cable burial/seabed trenching and laying. • Seabed Dredging and Reclamation. • Foreshore Defence. • Wharf/Ports Construction. • Oil and Gas Offshore R&D and E&P Operations. • Ship/MODU/Offshore Platform/FPSO/FSO Fabrication and EP(C)(I)C. 	<ul style="list-style-type: none"> • APAC; • EMEA; • MENA; • SEAsia; and, • South Asia.
Special Counsel.	Limited to “invisible project manager” role on the following: <ul style="list-style-type: none"> • Project-led technical matters. • Project-led specialised contract/strategic and “best practice” matters; and, • Transaction-based commercial, and strategic issues. 		
Leading Arbitration Counsel.	[Limited to] Barrister role.		
Co-Arbitration Counsel.			
Party Arbitrator.	Party-Nominated Arbitrator.		
Sole Arbitrator			
Chairman of Tribunal			
DAB/DRB/Neutral Evaluation or Expert Determination Tribunal.	Co-Counsel or Tribunal Member.		

A VALUE-BASED APPROACH

Unless otherwise agreed in writing, our legal fees will be based on the actual time spent in connection with any matter that our Mr Cheng, having conduct of your client’s matter, undertakes upon your instructions including the time spent in meetings or telephone or video (including closed network and other media platform) conferences with you and others, legal research and internal discussions, preparing, reviewing and advising on the evidence, drafting legal material and



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preparing papers including correspondence, notes and written opinions; preparing for and attending proceedings on your or your client’s behalf, travel, and the overall management of your matter.

In addition to the actual time spent, we may also add a premium to consider several factors including the complexity of the issues addressed, the speed at which action must be taken, the expertise or specialist knowledge that the matter may require; the amount of work required to be done outside normal office hours; as well as the importance or sensitivity of the matter.

That all being said, as industry innovators we understand and promote alternatives to hourly billing rates in the modern legal marketplace, and we understand that clients of durable importance such as yours will have a vested interest in accomplishing one or more of the following objectives:

- Monitoring and controlling overall legal expenditures.
 - Increasing the predictability of planned (or plannable) legal budgeting; and,
 - Creating a risk sharing scenario with GGCLaw about unlikely unforeseen legal cost overruns.
- **Various alternative fee arrangements (AFAs) are capable of being offered to you or your client to achieve these outcomes.**
 - **Such models not only provide transparency but should also enable you or your client to confidently predict and manage cash-flow requirements throughout the cases we handle for you or your client.**
 - **Alternative fee models include the usual combination of fixed fees, time-capped fees, or discounted hourly chargeable fees. GGCLaw is committed to discussing and facilitating wherever possible with you or your client, the implementation of alternative fee models on a case-by-case basis.**

STANDARD FEE STRUCTURE

GGCLaw’s rates are built with inherent flexibility for discounts (against said hourly rates); or else, value propositions may be achieved by means of time-based and/or resource staffing-related caps to apply by mutual and consulted agreement between GGCLaw.

The breakdown of our 2025 fee rates are as follows:

Lawyer	Standard Hourly Rates		Discounted Hourly Rates	
	SGD(\$)	USD(\$)	SGD(\$)	USD(\$)
¹ Leading/Co-Counsel ² Special Counsel	1,500	1,000	1,200	900
³ (Non-Legal) Business and Financial Consultant	1,000	750	750	550

¹ This rate is applicable from **26 September 2024** to our Mr Glenn G. Cheng.
² This rate is applicable from **26 September 2024** to our Mr Glenn G. Cheng.
³ This rate is applicable from **26 September 2024**, solely to our Mr Kewee Kho



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4“External-In-House” Counsel; or “Trusted Advisor”				
5Party Arbitrator/ Sole Arbitrator/ Chairman of Tribunal/ DAB/DRB/Neutral Evaluation or Expert Determination Tribunal.	TBA	TBA	TBA	TBA
Paralegal	270	200	270	200

We keep our hourly rates constantly under review and will notify you of any changes to them. In accordance with our policy, unless otherwise agreed we will render invoices for our services on a regular – customarily monthly - basis whenever the work in progress reaches a natural break, or a stage which warrants an interim invoice.

Unless otherwise stated, GGCLaw invoices will be rendered in United States Dollars and will be payable in **USD(\$)** within thirty (30) days from the date of the invoice. Where we, GGCLaw have set out comparative figures in the **SGD(\$)** denomination, it is done to assist in terms of internal budgeting or reporting purposes.

Cash flow and credit control are both circumstantially important factors; and timely payment of our invoices is therefore critical in maintaining the lifeblood of our business. It bears reiterating, and further elaboration, that in consideration of our granting substantial discounts, as well as in agreeing to discuss and facilitate wherever possible with you, the implementation of cost saving innovations for the sake of promoting efficiencies, we ask you to acknowledge that prompt payment of our interim invoices necessarily must be a pragmatic condition of our being able to continue to act for you, or your client in this matter, which in any event must not exceed thirty (30) days from the time our invoice has been issued to you, or your client.

Please note that pursuant to the Legal Profession (Solicitors Remuneration) Order, GGCLaw is entitled under Singapore laws to charge interest, at the same rate as a judgment debt, that is, at 5.33% per annum, on our disbursements and costs from the expiration of one month from our demand for payment. We also reserve the right, after our final invoice is sent, to issue a further invoice of any disbursements incurred by us which were omitted from that invoice.

Our hourly rates set out above also exclude disbursements, which are out-of-pocket expenses which we incur on your behalf. These expenses include postage charges, telephone charges, photocopying charges, court/tribunal/arbitral institution fees and, by standard application, the costs of travel and/or hotel accommodation and meals for any social activity outside of work hours in Singapore and abroad; as well as for travel outside Singapore (if any) relating to this matter by our personnel. Goods and Services Tax (“**GST**”) for invoices issued by GGCLaw may not be applicable to you or your client are a foreign established entity. However, if taxes other than GST shall apply to the work we do for you, or for your client, these applicable taxes will accordingly be borne by your client.

If based on your instructions and with your approval, we, as GGCLaw, brief independent experts (and/or expert witnesses), translators, transcribers, or other third parties for you, or on your client’s behalf (“**Third Parties**”), you will be responsible (with, or if you choose, without our advice) for agreeing the terms of engagement by which such Third

⁴ This rate is applicable from **26 September 2024** to our Mr Glenn G. Cheng.
⁵ Rates under this category are determined as a matter of autonomy of appointing parties, or as a function of external appointments, or else by institutional authority, in each instance on a case-by-case basis.



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Parties carry out their work, as well as paying their fees directly to them upon presentation of their invoices. Our duty of care is owed singularly to you, or to your client.

Accordingly, we are not responsible to ensure, nor to warrant or guarantee; nor shall we be liable for the timeliness, correctness, merits, or any other representations of prospects and difficulties to each or any of yours, or your client's matters which may be made to you, or your client, by Third Parties in connection with any work carried out by them.

---- End of Cost Proposal ----

.../See: Overleaf for Annex A



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FRONT-END PROJECT ADVISORY WORK ANNEX A - SELECTED DEAL LIST

Note: The following list of notable work highlights and details is non-exhaustive.

S/no.	Project	Seat(s)	Sector / Trade / Discipline	Legal Work	Client
1.	Cross-border SPA, asset swap and delivery, and redeployment of Jack-Up MODU.	USA, Nigeria; and Malaysia.	Oil and Gas cross-border transactions for the purchase and delivery of the <i>SHELF Baltic</i> , a Marathon LeTourneau Super 300 jack-up drilling rig from Nigeria to Malaysia.	Transactional advice, and advice for the purposes of negotiations in lead up to deal closing.	Fleet Owner and Seller
2.	Kitimat Liquefied Petroleum Gas (LPG) Export Project, British Columbia.	Canada	EPCIC/Turnkey delivery of an LPG Plant.	Drafting of the EPCIC Contract and negotiations.	EPCIC Contractor
3.	Tuas Terminal Phase One (TTP-2) Finger Three Project.	Singapore	Onshore (and offshore) seabed reclamation, fairway dredging, foreshore defence and fortification, caisson quay wall construction, onshore wharves, and port terminals development.	Contract advisory claims for variations, adverse physical conditions, loss and expense, EOT and other heads of relief; as well as global disruptions to supply chain, specifically regional sand importation and (trans)shipment lines, and cross border closures, port access blockages and disruptions to labour supply and movement arising from (local governmental) COVID-19 containment and restriction/control measures.	JV Head Contractor
4.	Tuas Terminal Phase One (TTP-1) Finger Two Project	Singapore	Onshore (and offshore) seabed reclamation, fairway dredging, foreshore defence and fortification, caisson quay wall construction, onshore earthworks, and access roads.	Contract advisory claims for variations, adverse physical conditions, loss and expense, EOT and other heads of relief; as well as global disruptions to labour supply and movement	JV Head Contractor



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				arising from (local governmental) COVID-19 containment and restriction/control measures.	
5.	JGSOC (PHP) EPCC Propylene Expansion (Stage One) and Polyethylene (PE) (New-Build) Unit, in Batangas, the Philippines.	Philippines	Onshore "Turnkey" delivery of petrochemical production complex.	Contract advisory claims for variations, adverse physical conditions (including a <i>Force Majeure</i> landslide event), loss and expense, EOT and other heads of relief; as well as global disruptions to labour supply and movement arising from (local governmental) COVID-19 containment and restriction/control measures.	JV Head Contractor

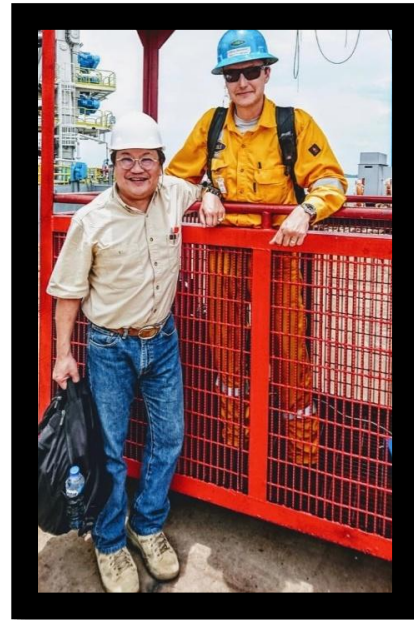
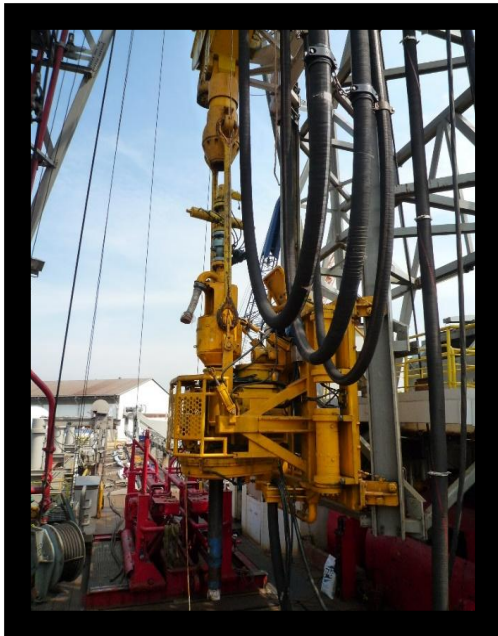


6.	Solar/PVT farms in India, Pakistan, Taiwan, and Thailand.	India, Pakistan, Taiwan, and Thailand.	Formation of SPV and EPC delivery of Solar/PVT farm project.	Advising shareholders and promoters/offshore technology vendors of, and to the SPV developers of these projects on the terms and conditions of their EPC Contracts.	Various
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| 7. | Cross-border SPA, tow delivery, and RLEC works to Jack-Up MODUs. | Singapore; and Indonesia. | Cross-border transactions for the purchase of the <i>Nobel Johnny Whitstine</i> , and the <i>Noble Joe Knight</i> – two Gusto MSC CJ46 jack-up drilling rigs, built at PaxOcean Graha Shipyard in Batam, Indonesia. | Transactional advice, drafting and negotiations; as well as providing contractual checks, strategic risk management, and on-site supervision of the transaction from contract drafting through execution, completion and financial closure, to sail-away date towage. | Fleet owner and Purchaser |
|----|--|---------------------------|---|---|---------------------------|



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8.	Submarine, FPSO, and Drillship new buildings.	Australia, Indonesia; and, S. Korea	Acting as external project counsel and providing claims and dispute avoidance advice to the EPCIC Contractor involving on/offshore design and fabrication of offshore marine vessels and military assets.	Transactional advice, drafting and negotiations; as well as providing contractual control checks, strategic risk management, and on-site supervision of the transaction from contract drafting through execution, completion and financial closure, to sail-away.	EPCIC Contractor
9.	Jurong Island Westward Expansion Project (JIWE).	Singapore	Onshore (and offshore) seabed reclamation, foreshore defence and fortification, onshore earthworks and access roads.	Contract advisory claims for variations, supply of aggregate, loss and expense, EOT and other heads of relief.	Head Contractor



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10.	Oman Investment Authority (OIA) [fka State General Reserve Fund (SGRF)]	Oman; and India.	Two Build-Operate-Transfer (BOT) dredging, land reclamation, wharf and container terminal construction (including materials off/loading and handling facilities) projects.	Cross-border investments (with farm-in equity participation).	Investor
11.	Shipyards in Al Jazeera Island, Yanbu Al Bahr, Saudi Arabia.	Saudi Arabia	Joint venture with a Singapore shipbuilding and marine engineering multi-national corporation, and its participation in a joint stock special purpose company in a Build-Own-Operate (BOO) project to construct a floating dock and multi-service ship building and repair yard.	Cross-border investments (with farm-in equity participation).	Project promoter
12.	Batam Maritime Center	Indonesia	Onshore (and offshore) seabed reclamation, foreshore defence and fortification, onshore earthworks.	Tender documentation preparation, review, and advice on contracting and project-related risk allocation.	Head Contractor
13.	Upper Zakum Oilfield Development Project	Abu Dhabi	Marine piling, and construction of "artificial islands" for the seating of refinery and production facilities.	Contract advisory and claims for variations, delay damages, as well as loss and expense.	Specialist sub-contractor



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14.	RAPID EPCC Projects (P-7 and P-27)	Malaysia	Fast-tracked "Turnkey" EPC delivery of two petrochemical plants.	Contract advisory and claims for variations, delay damages, as well as loss and expense.	Consortium leader and head contractor
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15.	Tuaspring (Tuas II) SWRO Desalination Plant	Singapore	PPP Concession Agreement and EPC Contract for Desalination Plant.	Contract drafting, negotiations and advisory.	Concessionaire
16.	Changi Wastewater Reclamation Plant	Singapore	PPP feasibility study.	Contract drafting, negotiations and advisory work on risk allocation and other legal issues and implications in transitioning traditional contracting to PPP delivery of public utility services.	Government statutory board
17.	Kranji NEWater Plant	Singapore	PPP feasibility study.	Contract drafting, negotiations and advisory work on risk	Government statutory board

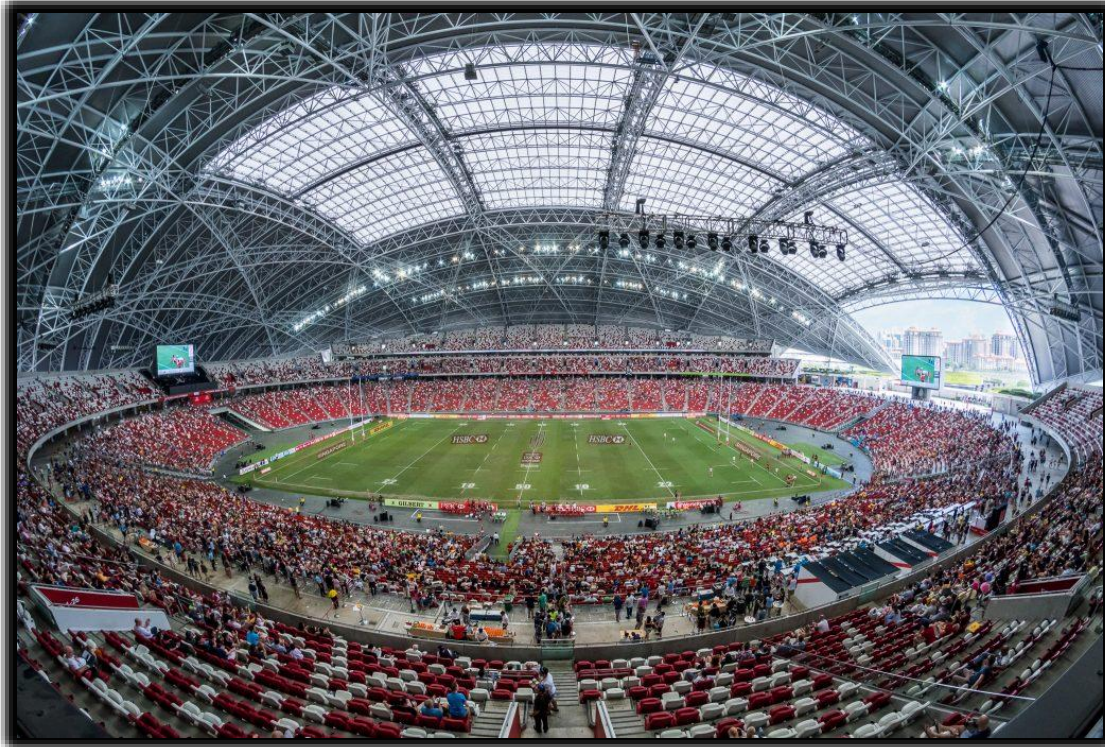


[31 pages; 40 mins approximate reading time]

				allocation and other legal issues and implications in transitioning traditional contracting to PPP delivery of public utility services.	
18.	Deep Tunnel Sewerage System (DTSS) (Phase One)	Singapore	Six back-to-back packaged "turnkey" tunnel system delivery.	Contract advisory on claims.	Project consultant
19.	Deep Tunnel Sewerage System (DTSS) (Phase Two)	Singapore	DTSS Phase 2 CT-09 (SG).	Contract advisory on regulatory compliance and claims.	Head Contractor
20.	Mass Rapid Transit (MRT)	Singapore	North-East, Circle and Downtown Lines.	Contract advisory on claims; as well as advisory work on delays, adverse physical conditions, <i>Force Majeure</i> event, stop work orders, and risk allocation issues relating to each of tunnelling and station construction contracts.	Head and sub-contractor(s) (various)
21.	Singapore Sports Hub	Singapore	Construction sub-contracts.	Contract drafting, negotiations and advisory work on risk allocation and other legal issues.	Concessionaire



[31 pages; 40 mins approximate reading time]



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|-----|---|-----------|--|---|----------------------------|
| 22. | Changi Motorsports Hub (subsequently cancelled) | Singapore | PPP feasibility study, concession agreement, construction agreement, and tender documentation. | Tender documentation preparation, review and advice on bidder assessment and selection criteria; as well as contracting and project-related risk allocation issues. | Government statutory board |
| 23. | Petrochemical procurement project. | Singapore | Advising a Singapore-based chemical production company in respect of its agreements opposite Shell Eastern Chemicals for the sale and purchase of ethylene oxide products from the latter's existing (and proposed | Drafting and negotiating a suite of supply and offtake agreements. | Purchaser |



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			expansion of its) petrochemical production complex on Jurong Island, Singapore.		
24.	Petrochemical plant EPC development project	Singapore	Advising a Japanese engineering multi- national corporation in respect of its EPC contract with Shell Eastern Petroleum for the expansion of existing refinery facilities, and the construction of additional petrochemical cracker facilities on Pulau Bukom, Singapore.	Drafting EPC contract.	Head Contractor
25.	Browse Basin Floating LNG Project.	Australia	Advising a major oil MNC on various contract control points, dispute adjudication measures, interim measures, and multi- tier dispute resolution provisions (including potential pathological international arbitration provision under negotiations) in respect of a JOA involving the Browse Basin Floating LNG Project in Western Australia; and with regard to a long-term LNG sale and purchase agreement opposite an State- owned enterprise based in Beijing, PR China.	Bespoke drafting and advisory services.	Operator
26.	Project Wheatstone LNG Plant Project.	Australia	Advising a leading Australian-listed oil & gas and resources extraction specialist	Bespoke drafting and advisory services.	Sub-contractor



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			contractor in its EPC contract for the provision of dredging engineering, marine facilities; tug berths, and PLF/MOF on/offloading terminals pursuant to Project Wheatstone LNG Plant project in Western Australia.		
27.	Lufeng-22 Field, offshore South China Sea.	China	Advising the JV agreement and cross-security package between a leading Australian-listed oil & gas and resources extraction specialist contractor and an US oil & gas MNC contractor involving their respective roles in the oilfield decommissioning of Lufeng-22 Field.	Bespoke drafting and advisory services.	Sub-contractor
28.	COOEC FPSO development for UPI BV, Santos Basin, Brazil.	China; and Brazil.	Advising a Chinese oilfield and offshore engineering State-owned enterprise on contracting risk allocation and management, claims and disputes management, controls, and delivery risks, as well as coordinating local content and local law compliance issues in relation to a combined EPC(IC), integration, and deployment to first oil/gas readiness package for two units of FPSOs designated for ultra-deep pre-salt level E&P operations	Bespoke drafting and advisory services.	Fabricator



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under TUPI BV in the Santos Basin, Brazil.



---- End of Annex A ----

..../See: Overleaf for Annex B



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BACK-END REPRESENTATION, ADVOCACY AND TRIBUNAL WORK ANNEX B - SELECTED CASE LIST

Fantastic advice; on time, on budget, and reassuring. I felt 'armed' when I walked into meetings.

ENSCO
(London, Malaysia)

In recent years construction contracts have become larger and more complex and as a result it was important for us to engage the services of a lawyer with experience and expertise in our field. We found that experience and expertise in the construction and engineering practice of Mr Glenn G. Cheng.

His services have been excellent and whilst construction contracts by nature require quick decision making, it was refreshing to find a lawyer that understands this. We can confidently recommend Mr Cheng and his team as solid and reliable experts in the construction and engineering field.

Dredging International Asia Pacific
(Belgium, Singapore)



Note: The following list of notable work highlights and details is non-exhaustive.

Acting as Leading Counsel

1. Advising an Italian Japanese joint venture based in Manila opposite a local petrochemical manufacturing corporation for the EPC design, installation, and commissioning of two polypropylene plants situated in Batangas, Philippines. The brief concerned contested variation works, disruptions and work suspensions occasioned by alleged events of *Force Majeure* and *Rebus sic Stantibus* associated with COVID-19 pandemic "lockdown" periods, as well as the control and containment regulations enforced by the civil authorities there.
2. Advising a UAE-based fleet owner and operator opposite a specialist offshore designer/fabricator and shipyard in Singapore involving the RLEC, upgrade and re-fitting of a self-elevating ("jack-up") MODU for deployment of



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drilling operations off the Gulf of Thailand. The brief concerned issues of disruption, work suspension and alleged events of *Force Majeure* occasioned by the COVID-19 pandemic "lockdown" period legislated in Singapore, as well as the control and containment regulations enforced there.

3. Advising (in collaboration with the appointed liquidators of) the crude oil and petrochemical trading division of the Indonesian national oil and gas authority, the resolution of multiple claims and disputes (more than 400 such claims) which have arisen during voluntary (solvent) winding down. This work involves assessing, auditing, advising and prosecuting arbitration proceedings seated across Singapore, Seoul, London, and Indonesia against the trading divisions of national oil and gas companies from PR China, Saudi Arabia, Kazakhstan, Korea, the UAE, the United States, Italy, and the Republic of Azerbaijan.
4. Advising the EPC(IC) head contractor across multiple claims and contractual construction issues involved in the design implementation, fabrication, and delivery of a gas condensate production platform, LQ and WHP topsides on a North Sea field development.
5. Advising claims, variations, and other contractual control issues to the UAE-based division of a French marine and civil engineering MNC in its role as specialist contractor on marine (bridging) piling and foreshore revetment works on the Upper Zakum Offshore Oilfield Development project situated offshore Abu Dhabi.
6. Advising a Korean power cabling and engineering MNC opposite a European MNC involving project support, claims, variations, and other contractual control issues in relation to subsea civil and marine engineering, on/foreshore civil work, as well as submarine cable laying and burial works between Singapore and Malaysia.
7. Advising and acting as leading Counsel to a South Korean government-linked power generation corporation in a consolidated series of international arbitration proceedings seated in Singapore concerning claims and disputes against multiple, separate Indian counterparties (and cross-claimants) which arose from the cross-border investment and development of 2 x 300MW coal-fired power plants in India.
8. Advising and acting as leading Counsel to a Pakistani real estate developer in concurrent ICC and ad hoc arbitration proceedings seated in Singapore and Pakistan respectively concerning claims and disputes against the Pakistani Armed Forces-affiliated Defence Housing Authority which arose from a suite of urban project development contracts including a joint venture agreement; as well as a 30-year land concession and PPP/BOT contract for the construction and management of two adjoining mixed-usage tower block properties in Lahore, Pakistan. Instructing solicitors and co-Counsel in both proceedings are M/s Hassan, Qureshi & Mamdot of Lahore.
9. Advising and acting as leading Counsel to an Indonesian national oil & gas contracting company in disputes referred to a Singapore-seated international arbitration against a UAE sovereign wealth fund subsidiary that acts as an MNC gas field operator involving rights of participation in a major gas producing block on the Malaka Straits, offshore Indonesia.
10. Acting as leading Counsel instructed by the Thai office of an international firm of solicitors which in turn acted for a major Australian listed upstream oil and gas engineering company in a Singapore-seated international arbitration against a US energy company involving the construction and load out of an oil wellhead platform deployed in the Bualuang Field, offshore Thailand.
11. Advising as leading Counsel to the Australian division of a US MNC fleet owner of oil rigs, ultra-deep water drilling platforms and marine support vessels in respect of the impact of work stoppage and extremely adverse sea weather conditions on the deployment of semi-submersible *The Jack Bates* offshore North-western Cape, Western Australia.
12. Advising a Chinese State-Enterprise owned multi-national EPC transportation, tunnelling, and civil engineering corporation in numerous underground tunnelling projects related to the Mass Rapid Transit (MRT) suite of projects delivered by the Land Transport Authority of Singapore (LTA) [and privately-owned affiliate / stakeholder public service companies] between 1998 to date.
13. Advising a Spanish Australian multi-national EPC transportation, tunnelling, and civil engineering corporation in numerous underground tunnelling projects related to the Mass Rapid Transit (MRT) suite of projects delivered by the Land Transport Authority of Singapore (LTA) [and privately-owned affiliate / stakeholder public service companies] between 2014 to date.



Acting as Co-Counsel / Instructing Solicitor

14. Acting for a Dutch offshore and marine EPCIC contractor as owner in relation to disputes with its contractor arising out of the engineering, procurement and construction of the world's largest crane vessel that was built in Singapore and had a contract sum of US\$960m (SIAC-administered arbitration seated in Singapore with English law as governing law of contract)
15. Acting for one of the largest global offshore drilling contractors in respect of an SIAC-administered arbitration seated in Singapore with English law as governing law of contract arising out of an aborted offshore drilling rig/platform project in Myanmar
16. Acting for the shareholder and EPC contractor in its dispute with a consulting firm in relation to a US\$2.4 billion clean energy plant in Dubai in a SIAC-administered arbitration seated in Singapore
17. Acting for a Chinese State-owned Enterprise (SOE) in its disputes with a Kazakhstani government entity in relation to a multi-billion USD project encompassing the start- to-finish (exploitation process through construction of mining, fuel assembly and nuclear power plants) phases of an entire nuclear power project with potential international arbitration proceedings.
18. Acting for a Vietnamese government entity as employer in its dispute with the EPC contractor consortium in a Vietnam International Arbitration Centre-administered arbitration in respect of the design and construction of a hydropower plant project in central Vietnam
19. Acting for an international EPC contractor in its dispute with the employer in respect of the design and construction of its condensate-based aromatics plant in Jurong Island
20. Advising and acting as co-Counsel (alongside Hemant Sahai Advocates of India) to a Chinese State-owned enterprise in respect of a range of claims arising from unpaid baseline and variation works, delays and disruptions; as well as a contended case of wrongful termination of employment in relation to its role as a split-on/offshore EPC contractor on a 3 x 660MW coal-fired power plant project in the Punjab, India. The case was referred to ad hoc arbitration before a Singapore-seated tribunal comprising two retired Indian Supreme Court judges, and a retired Australian High Court judge.
21. Instructing Mr Vinodh Coomaraswamy SC (as he then was), and Mr Simon Hughes QC; and acting on behalf of a UK listed construction MNC in a series of disputes referred in a Singapore-seated domestic arbitration against a US developer involving final account-related claims, as well as time-related claims concerning the development and construction of the Marina Bay Sands integrated hotel-casino resort project in Singapore. Mr Coomaraswamy was subsequently elevated to the position of High Court Judge in the Supreme Court of Singapore.
22. Instructing Mr Cavinder Bull SC and acting on behalf of a Spanish-owned multi-disciplined engineering MNC against a Malaysian main contractor involving final account-related quantum items, as well as resisting by Court injunction, the release by a Singapore bank and receipt by the Malaysian party of funds arising from a demand made on a performance guarantee. The underlying project involved a water treatment plant in Saudi Arabia.
23. Instructing M/s LaLive and acting on behalf of a Swiss steel commodities trading company in ICC international arbitration proceedings seated in Geneva, Switzerland against a Thai public listed steel manufacturing corporation.
24. Instructing M/s C&F Law Office Beijing and acting as co-Counsel on behalf of a Swiss steel commodities trading company in CIETAC arbitration proceedings seated in Beijing against a Chinese State-owned steel mill and export manufacturer based in Gansu Province, China.
25. Instructing Michael Hwang SC and acted as co-Counsel to a leading Chinese tunnelling, infrastructure and engineering public listed State-owned enterprise in ICC international arbitration proceedings seated in Singapore against a Swedish multinational transportation and infrastructure corporation involving disputes arising from the construction of two contract stages of the MRT Circle Line project in Singapore. Mr Hwang was at the time, and currently sits as the Chief Justice of the DIFC Courts in Dubai, UAE.
26. Instructing Mr Vivian Ramsey QC (as he then was) and acted for a Singapore building contractor in a successful *ad hoc* arbitration seated in Singapore against a Singapore Government statutory board involving the overall design and installation of foundation and substructure in the International Business Park development project in Singapore. Sir Ramsey was subsequently elevated to the position of High Court Judge in the Technology and



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Construction Courts of Her Majesty's Royal Courts of Justice, London, England. Today, Sir Vivian Ramsey KC IJ sits as a Judge in the Singapore International Commercial Court (SICC).



Sitting as Arbitrator / Emergency Arbitrator

27. Appointed by the SIAC to act as Sole Arbitrator under the Centre's rules for Expedited Procedure in arbitration proceedings seated in Singapore between local parties concerned with breaches of contract and damages arising from alleged statutory misrepresentation in the sale, installation and commissioning of gas emission control and monitoring systems for a sludge treatment plant in Singapore.
28. Appointed by the AIAC and acting as Sole Arbitrator in *ad hoc* arbitration proceedings seated in Malaysia between a Korean EPC contractor and a Malaysian bank concerning a building project in Kuala Lumpur.
29. Appointed and acting as Sole Arbitrator in SCMA arbitration proceedings seated in Singapore between Singapore and Hong Kong parties concerning breaches and damages arising from a contract for the sale of bunker.
30. Appointed and acting as Co-Arbitrator in SIAC arbitration proceedings seated in Singapore between Greek, Cypriot and Singaporean parties involving a charter-party dispute which includes claims for loading delays and salvage costs.
31. Appointed and acting as Co-Arbitrator in SCMA arbitration proceedings seated in Singapore between Belgium and India-based parties involving a BIMCO "GENCON" charter-party dispute.
32. Appointed as Party Arbitrator in SCMA arbitration proceedings seated in Singapore between Singapore and Indonesia-based parties involving a BIMCO "SUPPLYTIME" charter-party dispute. Other tribunal arbitrators comprised a former Chief Justice, and Judge of the Singapore High Court.
33. Appointed and acted as Sole Arbitrator in SIAC arbitration proceedings seated in Singapore involving disputes between a UK headquartered technology company and a Singapore tertiary education institution arising from a renewable energy research and development project in Singapore.
34. Appointed and acted as Emergency Arbitrator in SIAC arbitration proceedings seated in Singapore involving disputes and multi-jurisdictional cross applications between a Korean offshore engineering and shipbuilding MNC and a Luxembourg ship owner for injunctive and other heads of interim relief arising from the termination of a marine crane vessel (MV) EPC contract which was part-performed in a shipyard in PR China. The case was very



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complex as it involved concurrent and conflicting proceedings under the auspices of the ICC and before a foreign State Court.

35. Appointed and acted as Sole Arbitrator in SIAC arbitration proceedings seated in Singapore involving disputes between Singapore-based building contractors arising from a series of Housing Development Board (HDB) public housing projects in Singapore.
36. Appointed and acted as Emergency Arbitrator in SIAC arbitration proceedings seated in Singapore involving a shareholders' dispute between multiple parties from two Singapore-based companies.
37. Appointed and acted as Sole Arbitrator in SIAC arbitration proceedings seated in Singapore between two Singapore-based engineering and construction companies involving disputes arising from an iron sand dredging project in the Philippines.
38. Appointed and acted as Party Arbitrator in SIAC arbitration proceedings seated in Singapore involving a nickel ore commodities trade dispute between parties based in Hong Kong and the Philippines.
39. Appointed and acted as Sole Arbitrator in SIAC multi-party arbitration proceedings seated in Singapore between Australian, Canadian, and Filipino parties involving disputes arising from a copper mining project in the Philippines.
40. Appointed and acted as Sole Arbitrator in SIAC arbitration proceedings seated in Singapore involving disputes between a Singapore-based manpower recruitment company and a US oil and gas services MNC arising from an oil drilling project in Australia.
41. Appointed by parties and acted as Sole Arbitrator in *ad hoc* arbitration proceedings seated in Singapore involving disputes between a Singaporean ironmongery supplier and a Korean engineering multi-national corporation arising from a building project in Singapore.

---- End of Annex B ----

