



OXLEY HOLDINGS LIMITED

(Incorporated in the Republic of Singapore under Registration No. 201005612G)

PURCHASE OF PROPERTY

The Board of Directors (the "**Board**") of Oxley Holdings Limited (the "**Company**", and together with its subsidiaries, the "**Group**") wishes to announce that the Company's associated company, Oxley Kyanite Pte. Ltd. (the "**Purchaser**"), has on 24 April 2018 (the "**Contract Date**") exercised the Option to Purchase issued on 3 April 2018 (the "**Option**"), upon which a binding contract (the "**Contract**") is concluded for the purchase of all the units in the development known as "Pei-Fu Industrial Building" at 24 New Industrial Road, Singapore 536210 (collectively, the "**Property**") from the respective owners of the said units (collectively, the "**Vendors**") for a total purchase price of S\$76.25 million (the "**Purchase**").

The Purchase is a transaction carried out in the ordinary course of the Group's business.

Description of Property

The Property is a freehold industrial property with a land area of approximately 5,792.1 square metres. The Group intends to redevelop the Property, subject to obtaining all the necessary approvals from the relevant authorities.

Purchase Consideration

The purchase price of S\$76.25 million (the "**Purchase Price**") was arrived at after taking into account current market prices of properties in the surrounding area and the Company's assessment of the Property's redevelopment potential.

The Purchase Price is payable as follows:

- (a) a sum of S\$762,500 (the "**Option Money**") has been paid upon the issuance of the Option, and a further sum of S\$3,050,000 (being 5% of the Purchase Price less the Option Money) (collectively, the "**Deposit**") has been paid to the Vendors' solicitors upon the exercise of the Option and the Deposit is held by the Vendors' solicitors as stakeholders pending completion;
- (b) within 5 business days after the date of receipt of written notice from the Vendors' solicitors that the consent by all the subsidiary proprietors of the Property to the sale of the Property (the "**Consent**") or the order for the collective sale of the Property from the Strata Titles Boards or the High Court (the "**Sale Order**") has been obtained, a sum of S\$3,812,500 (being 5% of the Purchase Price) (the "**Further Deposit**") shall be paid to the Vendors' solicitors and shall be held by the Vendors' solicitors as stakeholders; and
- (d) the balance of the Purchase Price shall be paid on legal completion of the sale and purchase of the Property, which shall take place on the date falling 3 months:
 - (i) after the Vendors' or the Vendors' solicitors' written notice to the Purchaser or the Purchaser's solicitors that the Sale Order has been obtained from the Strata Titles Boards or the High Court, such notice to be accompanied by a copy of the Sale Order; or
 - (ii) after the Vendors' or the Vendors' solicitors' written notice to the Purchaser or the Purchaser's solicitors that the Consent has been obtained,

whichever is the earlier (the “**Scheduled Completion Date**”), provided that if an appeal in respect of the application for the Sale Order is filed at the Court of Appeal either by the Vendors or any objector, the date for completion shall be postponed to a date falling 3 months after the Court of Appeal has given its decision upholding the Sale Order or otherwise ordering the sale of the Property.

Funding of Purchase

The Group’s portion of the Purchase Price will be funded by internal resources and bank borrowings.

Other Key Terms of the Purchase

In addition to the above terms, the other key terms of the Purchase include the following:

- (a) The sale and purchase of the Property shall be subject to the Vendors obtaining the Sale Order, provided that such condition shall be deemed to be satisfied if the Consent is obtained at any time on or before the date falling 15 months after the Contract Date.
- (b) Vacant possession of all the strata lots of the Property shall be delivered to the Purchaser by the respective Vendor on the date falling 9 months after the day of actual completion of the sale and purchase of the Property (the “**Possession Expiry Date**”). The Vendors may elect to deliver vacant possession either on the day of actual completion of the sale and purchase of the Property (the “**Actual Completion Date**”) or by the Possession Expiry Date.
- (c) The Property is sold free from encumbrances and the title to the Property shall be properly deduced. The Purchaser shall not investigate or call for evidence of any earlier title nor require the production or delivery of any deeds or documents not in the Vendor’s possession nor make any requisitions or objections whatsoever in respect thereof.
- (d) The Property is sold in the present state and condition and on an “as is and where is” basis as at the Contract Date and as at the Actual Completion Date. The Purchaser shall be deemed to have inspected the Property and to buy with full and actual notice of the tenure, user, dimensions, area, size and actual state and condition of the Property as regards encroachment, access, repair, construction, light, air, drainage, sewerage, utility services and in all other respects whatsoever including but not limited to any road sewerage and drainage reserve line and telecommunication, internet and telephone cable line, whether implemented or not, and shall take the Property as it is on the Actual Completion Date and the Purchaser shall have no claim of any kind whatsoever in respect of any deficiencies or defects which may exist at or after the Contract Date or may become apparent thereafter and shall not be entitled to make or raise any enquiry, requisition or objection whatsoever in respect thereof. No warranty on the part of the Vendors are given or implied as to the correctness of description or suitability of the Property for any particular purpose or purposes or as to the condition or state of repair, and any such warranty previously given or implied shall henceforth cease to apply.
- (e) Subject to the provisions of the Contract, it shall be the obligation of the Purchaser to obtain all requisite consents, approvals and clearances as may be necessary for the purchase of the Property and the Purchaser shall pay for all costs and expenses of obtaining and complying with the requirements of the relevant authorities. If the sale cannot be completed by the Scheduled Completion Date by reason of the Purchaser failing to obtain the requisite consent, approval and clearance, then the Vendors shall be entitled at their absolute discretion to rescind the sale and purchase and recover any damages suffered and the Deposit, the Further Deposit and all other monies (if any) paid to the Vendors shall be forfeited to the Vendors and belong to the Vendors.

Financial Effects

The Purchase is not expected to have a material impact on the earnings per share or net tangible assets per share of the Company for the current financial year ending 30 June 2018.

Interests of Directors and Controlling Shareholders

Mr Low See Ching, the Deputy CEO and Executive Director of the Company, holds 1.3% shareholding interest in SLB Development Ltd., a company listed on Catalist of SGX and the sole shareholder of SLB (NIR) Pte. Ltd. ("**SLB-NIR**"). SLB-NIR holds 51% of the issued and paid-up capital of the Purchaser. Save as aforesaid or through his shareholding (if any) in the Company, none of the Directors or controlling shareholders of the Company has any interest, directly or indirectly, in the Purchase.

By Order of the Board
Ching Chiat Kwong
Executive Chairman and CEO
24 April 2018