



## OXLEY HOLDINGS LIMITED

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

---

### PROPOSED ISSUE OF NON-LISTED WARRANTS

---

*All capitalised terms used in this announcement (this “**Announcement**”) shall bear the meanings ascribed to them as set out in the announcement by the Company dated 7 January 2021 (the “**7 January Announcement**”) and in the Schedule hereto, unless otherwise defined herein or the context otherwise requires.*

#### 1. Issue of Warrants

- 1.1 Pursuant to the terms of the Facility Agreement (as referred to in the 7 January Announcement), and subject to the approval of the Shareholders, the Company has elected to allot and issue Warrants to the Lender as an alternative to payment of the IRR Payment in cash, in accordance with the provisions of the Facility Agreement. The Warrants shall be issued to the Lender on 21 April 2021. **As at the date of this Announcement, the Deed Poll has not been executed. The information in this Announcement on the proposed issue of Warrants is purely for the information of the Shareholders and may be subject to further amendments as the Company or Directors see fit.**
- 1.2 The Lender is an exempted company incorporated and existing under the laws of the Cayman Islands and is an investment holding company. The Lender is owned by DCP China Credit Fund II, L.P. (the “**DCP CC Fund II**”). As at the date hereof, the Lender has confirmed to the Company that it is not related to any of the Directors, substantial shareholders of the Company or their respective associates and there is no connection (including any business relationships) between the Directors or substantial shareholders of the Company and the Lender, its directors and substantial shareholders.
- 1.3 The Lender was introduced to the Company by Asia Fund Space Pte. Ltd..
- 1.4 As at the date of this Announcement, the Lender does not have any shareholding interests in the Company. Please refer to paragraph 2.2 of this Announcement for more information on the future shareholding interests of the Lender in the capital of the Company upon allotment and issue of the Warrants and Warrant Shares. The allotment and issuance of the Warrant Shares will not result in a transfer of controlling interest in the Company.

#### 2. Key Terms of the Warrants

- 2.1 As set out in the 7 January Announcement, as part of the terms of the Facility Agreement, the Company may elect to either make the IRR Payment in cash or to allot and issue Warrants to the Lender on 21 April 2021, the number of which would depend on, *inter alia*, the amount of loans that are drawn down and owing under the Facility Agreement. Based on a theoretical Exercise Price of S\$0.20, the maximum number of Warrants / Warrant Shares that may be issued is 244,800,000, representing 5.78% of the existing share capital of the Company and 4.99% of the enlarged share capital of the Company post-completion of the issue of 425,600,000 New Shares (being the maximum number of New Shares theoretically issuable under the terms of the Convertible Notes) and Warrant Shares.

2.2 The key terms and conditions of the Warrants are set out as follows:

Constitution of the Warrants	If the IRR Payment is not made in cash, the Warrants will be constituted by a deed poll to be executed by the Company on or before 21 April 2021 (" <b>Deed Poll</b> ") and are subject to the terms and conditions of the Warrants as set out in the Deed Poll.
Size	The Deed Poll has yet to be executed and as such, the Exercise Price and number of Warrants to be issued has yet to be determined. The maximum number of Warrants / Warrant Shares that may be issued is 244,800,000 (based on a theoretical Exercise Price of S\$0.20).
Form and subscription rights of the Warrants	The Warrants will be issued in registered form.  Each Warrant will carry the right to subscribe in cash for one (1) New Share at the Exercise Price at any time during the Exercise Period in accordance with the terms of the Deed Poll.  The Warrants shall only be exercised in no more than seven (7) tranches during the Exercise Period. Warrants remaining Unexercised (as defined in the Deed Poll) at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose.
Exercise Price	Subject to the Listing Rules and any adjustment in accordance with the Deed Poll, the terms and conditions to the Warrants (" <b>Conditions</b> ") and a floor of S\$0.20, such price as may represent 80% of the volume weighted average price per Share as quoted on SGX-ST for the last 20 trading days immediately preceding the date of issue of the Warrants.
Exercise Period	The period commencing on and including the date of issue of the Warrants and expiring at 5:00 p.m. (Singapore time) on the market day immediately preceding 21 October 2022, unless such date is a date on which the Register of Members of the Company and/or the Warrant Register is closed in accordance with the Companies Act (Chapter 50) of Singapore or is not a market day, in which event, the exercise period shall end on the date prior to the closure of the Register of Members or the immediate preceding market day, as the case may be, but excluding such period(s) during which the Warrant Register may be closed pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.
Transferability	The Warrants will not be listed and traded on the SGX-ST and shall be transferable only within the Dignari Group (as defined in the Deed Poll) in accordance with the Deed Poll.
Status of Warrant Shares	The Warrant Shares will, upon allotment and issue, be credited as fully-paid and shall rank <i>pari passu</i> in all respects with the existing Shares in issue for any dividends, rights, allocations or other distributions on or after the date of allotment and issue of the Warrant Shares and up until the record date for such dividends, rights, allocations or other distributions.
Adjustment events	The Exercise Price and the number of Warrants shall from time to time be subject to adjustments under certain circumstances prescribed by the Deed Poll. Such circumstances include, without limitation, capitalisation issues, certain capital distributions, rights issues, and any consolidation, subdivision (including a subdivision by way of a bonus issue by the Company of Shares credited as fully paid without capitalisation of profits or reserves), reclassification or conversion of Shares.

In particular,  
(a) if and whenever the Company shall make any offer or invitation to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights or issue or grant to the Shareholders as a class by way of rights, options, warrants or other rights to subscribe for or purchase or otherwise acquire any Shares, then the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{C-D}{C} \times P$$

and the number of Warrants held by each registered holders of the Warrants ("**Warrantholders**") shall be adjusted in the following manner:

$$\text{Adjusted number of Warrants} = \frac{C}{C-D} \times W$$

where:

C = the average of the Last Dealt Prices (as defined in the Deed Poll) for the five (5) consecutive Market Days (as defined in the Deed Poll) immediately before the date on which any offer or invitation falling with sub-paragraph (a) above, is publicly announced or (failing any such announcement), immediately preceding the date of the offer or invitation;

D = (i) in the case of an offer or invitation to acquire or subscribe for Shares by way of rights, the value of the rights attributable to one (1) Share; or (ii) in the case of any other event falling within sub-paragraph (a) above, the fair market value, as determined by an Approved Bank (as defined in the Deed Poll) (with the concurrence of the Auditors, as defined in the Deed Poll) in accordance with the Deed Poll;

P = existing Exercise Price; and

W = existing number of Warrants held (as may be adjusted from time to time in accordance with the Conditions of the Deed Poll).

For the purpose of definition (i) of "D" above, the "value of the rights attributable to one (1) Share" shall be calculated in accordance with the following formula:

$$\frac{C - E}{F + 1}$$

where:

C = as in C above;

E = the subscription price for one additional Share under the offer or invitation to acquire or subscribe for Shares by way of rights; and

F = the number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share by way of rights.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue;

	<p>(b) If, and whenever, consolidation, subdivision, reclassification or conversion of the Shares occurs (including a subdivision by way of a bonus issue by the Company of Shares credited as fully paid without capitalisation of profits or reserves), the Exercise Price and the number of Warrants shall be adjusted in the following manner:</p> $\text{New Exercise Price} = \frac{J}{K} \times P$ <p>and the number of Warrants shall be adjusted in the following manner:</p> $\text{Adjusted number of Warrants} = \frac{K}{J} \times W$ <p>where:</p> <p>J = the aggregate number of issued and fully paid-up Shares immediately before such consolidation, subdivision, reclassification or conversion;</p> <p>K = the aggregate number of issued and fully paid-up Shares immediately after such consolidation, subdivision, reclassification or conversion;</p> <p>P = as in P above; and</p> <p>W = as in W above,</p> <p>such adjustments will be effective from the close of the Market Day immediately preceding the date on which the consolidation, subdivision or conversion becomes effective.</p> <p>Any additional Warrants issued pursuant to such adjustments shall rank <i>pari passu</i> with the Original Warrants and for all purposes to form part of the same series constituted by the Deed Poll and shall be issued subject to and with the benefit of the Deed Poll.</p> <p>Whenever there is an adjustment, the Company shall give notice to the Warranholders in accordance with the Deed Poll that the Exercise Price and/or the number of Warrants held by each Warranholder has/have been adjusted and setting forth brief particulars (with reasonable details) of the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or the number of Warrants and the effective date of such adjustment.</p>
Winding up	<p>If notice is given by the Company to its members to convene a general meeting for the purposes of considering a members' voluntary winding-up of the Company, every Warranholder shall be entitled upon and subject to the Deed Poll, at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice(s) duly completed, together with all payments payable, to elect to be treated as if he had had immediately prior to the commencement of such winding-up exercised the Warrants to the extent specified in the Exercise Notice(s) and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall give effect to such election accordingly.</p>

Notice of expiry	The Company shall, not later than one (1) month before the last day of the Exercise Period, announce the expiry of the Exercise Period and give written notice to the Warrantheolders in accordance with the Deed Poll.
Alteration to terms	No material alteration to the terms of the Warrants after the issue thereof to the advantage of the Warrantheolders shall be made unless first approved by the shareholders of the Company in general meeting, and, if necessary, the SGX-ST.
Governing law	The Warrants and the Deed Poll are governed by the laws of Singapore.

The full details and terms and conditions of the Warrants are set out in the Deed Poll.

### 3. Approvals Required

3.1 Under the terms of the Facility Agreement, the Company shall, *inter alia*:

- (a) obtain the approval of the Shareholders for the issuance of the Warrants, Additional Warrants, Warrant Shares and Additional Warrant Shares, as soon as practicable, and in any case no later than 21 April 2021;
- (b) obtain the written approval-in-principle from the SGX-ST for the listing and quotation of the Warrants Shares on the Main Board of the SGX-ST as soon as practicable, and in any case no later than 21 April 2021; and
- (c) obtain, in the event any adjustment to the number of Warrants is made in accordance with the terms of the Deed Poll, the written approval-in-principle from the SGX-ST for the listing and quotation of the Additional Warrant Shares on the Main Board of the SGX-ST as soon as practicable and in any case no later than the date of issuance of the Additional Warrants.

3.2 Shareholders should note that the issuance of the Warrants is subject to the following:

- (a) the receipt of approval-in principle from the SGX-ST for the listing and quotation of the Warrant Shares on the Main Board of the SGX-ST, and if such approval is granted subject to conditions, such conditions being acceptable to and fulfilled by the Company; and
- (b) the receipt of Shareholders' approval for the issuance of the Warrants, Additional Warrants, Warrant Shares and Additional Warrant Shares.

3.3 An application will be made by the Company to obtain the approval of the SGX-ST for the listing and quotation of the Warrant Shares on the Official List of the SGX-ST. An announcement on the outcome of the application will be made in due course.

3.4 In the event that there are adjustments to the number of Warrants which would require Additional Warrants and/or Additional Warrant Shares (as the case may be) to be issued, the Company will seek the approval of the SGX-ST for the listing and quotation of such Additional Warrant Shares on the Official List of the SGX-ST at the relevant time pursuant to the terms of the Facility Agreement.

3.5 The Company will convene an extraordinary general meeting to obtain the approval of the Shareholders for the allotment and issue of the Warrants, Additional Warrants, Warrant Shares and Additional Warrant Shares. The circular to Shareholders will be sent in due course, by electronic means via publication on the SGX website at [www.sgx.com](http://www.sgx.com) and on the Company's website at [www.oxley.com.sg](http://www.oxley.com.sg).

#### **4. Rationale for the Issue of Warrants**

The DCP CC Fund II, which is the 100% shareholder of the Lender, have limited partners ("LPs"), including sovereign wealth funds and financial institutions. Dignari Capital Partners (HK) Limited ("DCP") is the investment manager of the DCP CC Fund II. DCP has over US\$1 billion in assets under management and has established a reputation for discovering and creating quality credit investment opportunities in Asia since 2003. The Board believes that having the DCP CC Fund II and its LPs as strategic investors pursuant to the proposed issue of Warrants will strengthen the Company's financing capabilities in the future.

The investment by the DCP CC Fund II pursuant to the proposed issue of Warrants is a testament to the DCP CC Fund II's recognition of the Company's potential to achieve greater heights going forward.

#### **5. Use of Proceeds from the Exercise of Warrants**

- 5.1 No proceeds will be raised from the issue of the Warrants in view that the Warrants will be issued to the Lender for free. Based on the maximum number of Warrants that may be issued, being 244,800,000 Warrants, and the minimum Exercise Price of S\$0.20 and assuming that no adjustments are required to be made to the Exercise Price and/or the number of Warrants issued pursuant to the Conditions, the maximum estimated amount of net proceeds that may be raised (the "**Net Proceeds**") from the exercise of the Warrants, after deducting estimated costs and expenses of approximately S\$1,468,800, would be approximately S\$47,491,200.
- 5.2 The Company intends to utilise 100% of the Net Proceeds for general working capital purposes.
- 5.3 Pending the deployment of the Net Proceeds for the abovementioned purpose, the Net Proceeds may be deposited with banks and/or financial institutions, invested in short-term money market instruments and/or marketable securities and/or debt instruments or used for any other purposes on a short-term basis as the Board may in their absolute discretion deem fit in the best interest of the Group.
- 5.4 The Company will make periodic announcements as and when the Net Proceeds are materially disbursed and whether such use is in accordance with the stated use. The Company will also provide a status report on the use of the Net Proceeds in the half-year and full-year financial statements and the annual report. Where the Net Proceeds are used for working capital purposes, the Company will provide a breakdown with specific details on how the Net Proceeds have been applied in the announcements and status reports. Where there is any material deviation from the stated use of the Net Proceeds, the Company will announce the reason(s) for such deviation.

#### **6. Interests of Directors and Substantial Shareholders**

Save for their respective shareholding interests in the Company (if any), none of the Directors or substantial shareholders of the Company or their associates has any interest, direct or indirect, in the proposed issue of Warrants.

#### **7. Documents for Inspection**

The following documents are available for inspection at the registered office of the Company at 138 Robinson Road #30-01 Oxley Tower, Singapore 068906 upon prior appointment and during normal business hours for a period of three months from the date of this Announcement:

- (a) the draft of the Deed Poll; and
- (b) the draft of the Warrant Agency Agreement.

Upon execution, copies of the executed Deed Poll and Warrant Agency Agreement will be made available for inspection in place of the drafts referred to above.

By order of the Board

Ching Chiat Kwong  
Executive Chairman and CEO  
3 March 2021

## SCHEDULE

All capitalised terms used in this Announcement shall bear the following meanings, unless otherwise defined or the context otherwise requires:

<b>Additional Warrant Shares</b>	Such further new Shares as may be required to be allotted and issued on the exercise of any of the Additional Warrants in accordance with the Conditions
<b>Additional Warrants</b>	Such further warrants as may be required or permitted to be issued by the Company in accordance with the Conditions (such further warrants to rank <i>pari passu</i> with the Original Warrants and for all purposes to form part of the same series constituted by the Deed Poll and shall be issued subject to and with the benefit of the Deed Poll), each such Additional Warrant entitling the holder thereof to subscribe for one New Share at such Exercise Price as may be determined in accordance with Condition and subject to the Conditions
<b>Original Warrants</b>	The Warrants in registered form to be issued pursuant to the Deed Poll by the Company, each Warrant entitling the holder thereof to subscribe for one New Share at the Exercise Price upon and subject to the Conditions
<b>Warrant Shares</b>	New Shares which are allotted and issued on the exercise of the Warrants in accordance with the Conditions
<b>Warrants</b>	The non-listed free warrants which are transferable only within the Dignari Group, to be issued, being the Original Warrants and, where applicable, the Additional Warrants or, as the context may require, a specific number thereof and includes any replacement Warrant pursuant to the Conditions