



# SoilBuild

CONSTRUCTION GROUP LTD

## SOILBUILD CONSTRUCTION GROUP LTD.

(Company Registration No. 201301440Z)

(Incorporated in the Republic of Singapore)

### NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting (the "**EGM**") of the shareholders of Soilbuild Construction Group Ltd. (the "**Company**") will be held at 23 Defu South Street 1, Singapore 533847 on 28 June 2019 at 10.00 a.m. for the purposes of considering and, if thought fit, passing (with or without modifications) the following resolution:

#### ORDINARY RESOLUTION: PROPOSED PREFERENTIAL OFFERING

THAT:

- (a) a *pro-rata* and non-renounceable non-underwritten preferential offering (the "**Preferential Offering**") of up to 168,247,125 new ordinary shares in the capital of the Company (the "**Rights Shares**") with up to 168,247,125 free detachable warrants (the "**Warrants**"), at an issue price of S\$0.073 for each Rights Share with Warrant (the "**Issue Price**"), each Warrant carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (the "**New Share**") at an exercise price of S\$0.073 for each New Share ("**Warrant Exercise Price**"), on the basis of one (1) Rights Share with one (1) Warrant for every four (4) existing ordinary shares in the capital of the Company ("**Shares**") held by shareholders of the Company (the "**Shareholders**") who are eligible to participate in the Preferential Offering (the "**Entitled Shareholders**") as at a books closure date to be announced by the Company (the "**Books Closure Date**"), fractional entitlements to be disregarded, be and is hereby approved;
- (b) authority be and is hereby given to the board of directors of the Company (the "**Directors**") to:
  - (i) undertake the Preferential Offering and provisionally allot and issue the Rights Shares with Warrants on the basis of one (1) Rights Share with one (1) Warrant for every four (4) existing Shares held by the Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded, on the terms and conditions set out below or on such other terms and conditions (including the basis of provisional allotments of the Rights Shares with Warrants) as the Directors may in their absolute discretion and from time to time think fit:
    - (1) the provisional allotment of the Rights Shares with Warrants shall be made on a non-renounceable basis to the Entitled Shareholders whose names appear in the Register of Members of the Company or the records of The Central Depository (Pte) Limited ("**CDP**") as at the Books Closure Date with registered addresses in Singapore or who have, at least three (3) market days prior to the Books Closure Date, provided to the Share Registrar or CDP, as the case may be, addresses in Singapore for the service of notices and documents;
    - (2) no provisional allotment of the Rights Shares with Warrants shall be made in favour of Shareholders with registered addresses outside Singapore as at the Books Closure Date or who have not, at least three (3) market days prior thereto, provided to the Share Registrar or CDP, as the case may be, addresses in Singapore for the service of notices and documents (the "**Foreign Shareholders**");
    - (3) the provisional allotment of the Rights Shares with Warrants which would otherwise accrue to Foreign Shareholders may be dealt with by the Company in such manner and on such terms and conditions as the Directors shall deem fit;
    - (4) the provisional allotment of the Rights Shares with Warrants not taken up or allotted for any reason shall be aggregated and allotted to satisfy excess applications for the Rights Shares with Warrants or otherwise dealt with in such manner and on such terms and conditions as the Directors may in their absolute discretion deem fit;
    - (5) the Rights Shares when issued and fully paid-up will rank *pari passu* in all respects with the then existing issued Shares, save for any dividends, rights, allotments or other distributions, the record date for which falls before the date of allotment and issue of the Rights Shares; and
    - (6) the New Shares when issued and fully paid-up will rank *pari passu* in all respects with the then existing issued Shares, save for any dividends, rights, allotments or other distributions, the record date for which falls before the date of allotment and issue of the New Shares; and
  - (ii) (1) to create, allot and issue (notwithstanding that the issue thereof may take place after the next or any ensuing annual or other general meeting of the Company) such additional Warrants ("**Additional Warrants**") as may be required or permitted to be issued in accordance with the terms and conditions of the Warrants (any such Additional Warrants to rank *pari passu* with the Warrants and for all purposes to form part of the same series, save as may otherwise be provided in the terms and conditions of the Warrants; and
  - (2) to allot and issue (notwithstanding that the issue thereof may take place after the next or any ensuing annual or other general meeting of the Company) such further new ordinary shares in the capital of the Company ("**Additional New Shares**") as may be required to be allotted and issued on the exercise of any of the Additional Warrants referred to in sub-paragraph (b)(ii)(1) above, subject to and in accordance with the terms and conditions of the Warrants, such Additional New Shares to be credited as fully paid when issued and to rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments or other distributions, the record date for which falls on or after the date of allotment and issue of the Additional New Shares, unless otherwise provided in the terms and conditions of the Warrants; and
- (c) the Directors be and are hereby authorised to take such steps, do all such acts and things (including but not limited to finalising, approving and executing all such documents as may be required in connection with the Preferential Offering and the issue of the Rights Shares, the Warrants, the New Shares, the Additional Warrants and the Additional New Shares and making amendments to the terms and conditions of the Preferential Offering (including the ratio, the Issue Price and the Warrant Exercise Price)) and to exercise such discretion as the Directors may in their absolute discretion deem fit, advisable or to give full effect to this Ordinary Resolution and the Preferential Offering, and the allotment and issue of the Rights Shares, the Warrants, the New Shares, the Additional Warrants and the Additional New Shares.

By Order of the Board of Directors of

Soilbuild Construction Group Ltd.

Lim Chap Huat

Executive Chairman

13 June 2019

#### Notes:

1. (a) A member who is not a relevant intermediary is entitled to appoint not more than two proxies to attend, speak and vote at the EGM. Where such member's form of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy.
  - (b) A member who is a relevant intermediary is entitled to appoint more than two proxies to attend, speak and vote at the EGM, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's form of proxy appoints more than two proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.
- "Relevant intermediary" has the meaning ascribed to it in Section 181 of the Companies Act, Chapter 50 of Singapore.
2. A proxy need not be a member of the Company.
  3. If the appointor is a corporation, the instrument appointing a proxy must be executed under seal or the hand of its duly authorised officer or attorney.
  4. The instrument appointing a proxy must be deposited at the office of the Company's Share Registrar, Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) at 80 Robinson Road, #11-02 Singapore 068898 not less than 72 hours before the time appointed for the EGM.

#### Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (a) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines (collectively, the "**Purposes**"), (b) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (c) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.