

HEALTHBANK HOLDINGS LIMITED
(Company Registration Number: 201334844E)
(Incorporated in the Republic of Singapore)

**ENTRY INTO A NON-BINDING MEMORANDUM OF UNDERSTANDING
IN RELATION TO A PROPOSED ACQUISITION**

1. INTRODUCTION

The board of directors (the “**Board**” or “**Directors**”) of HealthBank Holdings Limited (the “**Company**”) and together with its subsidiaries (the “**Group**”), wishes to announce that the Company had on 6 October 2022 entered into a non-binding memorandum of understanding (“**MOU**”) with Zhongrui Suhua New Energy (Jiangsu) Co., Ltd. (中瑞苏华新能源(江苏)有限公司) (the “**Vendor**”) in relation to the proposed sale of 100% of the equity interest in the capital of Yangzhou Suyi Xinhua New Energy Co., Ltd. (扬州市苏溢新华新能源发展有限公司) (the “**Target**”) to the Company (the “**Proposed Acquisition**”). Each of the Vendor and the Purchaser is hereinafter a “**Party**” and collectively the “**Parties**”.

None of the Directors or controlling shareholders of the Company and their respective associates has any interest, direct or indirect, in the MOU, other than through their respective shareholdings (if any) in the Company.

2. INFORMATION ON THE TARGET AND VENDOR

All information in respect of the Vendor, the Target Group (as defined below) and the Project (as defined below) is based solely on information provided to the Company by the Vendor. In respect of such information, the Company and the Board have not independently verified the accuracy and correctness of the same, and the Company’s responsibility is limited to ensuring that such information has been accurately and correctly extracted and reproduced in this announcement in its proper form and context. In addition, the Company has carried out preliminary legal and financial due diligence, and has obtained a preliminary valuation report undertaken by an international valuation firm.

2.1 The Target, together with its wholly-owned subsidiary Yangzhou Ruipeng New Energy Co., Ltd. (扬州市瑞彭新能源发展有限公司) (“**Ruipeng**”) (collectively, the “**Target Group**”), carries out business including but not limited to renewable power generation technology research and development and operation. The Vendor, the Target and Ruipeng are companies incorporated in the People’s Republic of China (“**PRC**”). Ruipeng has been granted a concession by the relevant PRC authorities to build, operate and manage a 50-Megawatt (“**MW**”) wind power plant in Guocun Town, Jiangdu District, Yangzhou City, Jiangsu Province (the “**Project**”). The Target is a wholly-owned subsidiary of the Vendor.

2.2 Subject to the entry into of a written definitive agreement, the Vendor agrees to sell to the Company, and the Company agrees to buy from the Vendor, the Vendor’s entire 100% equity interest in the Target.

3. SALIENT TERMS OF THE MOU

- 3.1 The MOU sets out certain indicative terms and conditions that are intended to serve as the broad basis of the equity transfer agreement (the “**Definitive Agreement**”) to be entered into in relation to the Proposed Acquisition.
- 3.2 The MOU was entered into, to reflect the commercial intention of the Parties to work cooperatively together, directly or through one or more of their affiliates as required, to negotiate and enter into the Definitive Agreement setting out the binding terms of the Proposed Acquisition. Accordingly, the MOU is non-binding in nature and is expressly subject to the terms of the Definitive Agreement.
- 3.3 Under the MOU, the aggregate consideration to be paid by the Company for the Proposed Acquisition is indicatively RMB71 million, the consideration will be settled in such manner as agreed between the Parties in the Definitive Agreement.
- 3.4 The Parties agree that, for a period of 3 months from the date of the MOU (or such longer period of time as the Parties may agree in writing from time to time) (“**MOU Period**”), none of the Vendor, its shareholders, directors, officers, subsidiaries and related entities shall directly or indirectly solicit, initiate, or participate in any discussions or negotiations with, or encourage or respond to any inquires or proposals by any other person or group concerning the subject matter of the MOU and the transactions contemplated therein, nor enter into any agreements relating to or impacting on the subject matter of the MOU, whether or not the foregoing acts shall create any binding obligation.
- 3.5 The MOU will remain in effect until the end of the MOU Period, superseded by a proposed business contract, notice to terminate negotiations or other event equivalent to termination of the MOU, which shall include the insolvency and/or winding up of any of the Parties or Ruipeng and/or the concession granted to Ruipeng for the Project becomes invalid for whatsoever reason.

4. FURTHER ANNOUNCEMENTS

Further details in relation to the Proposed Acquisition will be provided upon the entry into the Definitive Agreement. Should the Proposed Acquisition materialise, the Company will seek the approval from its shareholders for, *inter alia*, the diversification of the Group’s business and the Proposed Acquisition.

The Company will continue to keep shareholders updated and make further announcements upon the execution of the Definitive Agreement and/or when there are material developments in respect of the Proposed Acquisition or when appropriate from time to time.

5. CAUTIONARY STATEMENT

Shareholders and potential investors of the Company are advised to read this announcement and any further announcements by the Company carefully. **Shareholders and potential investors should also note that the MOU is non-binding in nature and there is no assurance or certainty that the Proposed Acquisition and/or the Definitive Agreement will be entered into or be entered into on the terms expressed herein.** Shareholders and potential investors of the Company should exercise caution when trading in shares of the

Company, and where in doubt as to the action they should take, they should consult their legal, financial, tax or other professional adviser immediately.

BY ORDER OF THE BOARD

Peng Fei
Executive Director and Chief Executive Officer
6 October 2022

This announcement has been reviewed by the Company's sponsor, SAC Capital Private Limited (the "Sponsor"). This announcement has not been examined or approved by Singapore Exchange Securities Trading Limited (the "SGX-ST") and the SGX-ST assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.

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