

CIRCULAR DATED 9 MAY 2024

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.**

This Circular is issued by Camsing Healthcare Limited (the “Company”). If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

If you have sold or transferred all your shares in the capital of the Company held through The Central Depository (Pte) Limited (“CDP”), you need not forward this Circular to the purchaser or transferee as arrangements will be made by CDP for a separate Circular to be sent to the purchaser or transferee. If you have sold or transferred all your shares represented by physical share certificate(s), you should at once hand this Circular to the purchaser or transferee or to the bank, stockbroker or agent through whom you effected the sale or transfer, for onward transmission to the purchaser or transferee.

The legal adviser appointed by the Company for the purpose of the corporate actions set out in this Circular is Aquinas Law Alliance LLP.

*The Singapore Exchange Securities Trading Limited (“SGX-ST”) assumes no responsibility for the contents of this Circular, including the correctness of any of the statements made, opinions expressed, or reports contained in this Circular.*



**CAMSING  
HEALTHCARE**

**CAMSING HEALTHCARE LIMITED**

(Incorporated in the Republic of Singapore)  
(Unique Entity Number: 197903888Z)

**CIRCULAR TO SHAREHOLDERS**

**IN RELATION TO**

- (1) **THE PROPOSED PLACEMENT OF 60,000,007 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY (THE “SUBSCRIPTION SHARES”) AT AN ISSUE PRICE OF S\$0.05 PER SUBSCRIPTION SHARE, WHICH INCLUDES:**
  - (A) **THE PLACEMENT OF 26,000,007 SUBSCRIPTION SHARES TO MS DUANMU XIAOYI;**
  - (B) **THE PLACEMENT OF 22,000,000 SUBSCRIPTION SHARES TO MR CHEN HAO;**
  - (C) **THE PLACEMENT OF 4,000,000 SUBSCRIPTION SHARES TO MS LIU JING;**
  - (D) **THE PLACEMENT OF 4,000,000 SUBSCRIPTION SHARES TO MR ONG YAW TEH; AND**
  - (E) **THE PLACEMENT OF 4,000,000 SUBSCRIPTION SHARES TO MR STEVEN LIM;****(COLLECTIVELY, THE “PROPOSED PLACEMENT”);**
- (2) **THE PROPOSED ISSUE OF UNLISTED ZERO-COUPON MANDATORY CONVERTIBLE BONDS IN THE PRINCIPAL AMOUNT OF UP TO S\$2,500,000 (EACH, A “BOND”), AND THE PROPOSED ALLOTMENT AND ISSUANCE OF NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY (THE “CONVERSION SHARES”) AT THE CONVERSION PRICE OF S\$0.05 PER CONVERSION SHARE (OR SUCH ADJUSTED CONVERSION PRICE UPON ANY ADJUSTMENT PURSUANT TO THE TERMS AND CONDITIONS OF THE CONVERTIBLE BOND SUBSCRIPTION AGREEMENT) UPON CONVERSION OF THE BONDS, WHICH INCLUDES:**
  - (A) **THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF S\$700,000 TO MS DUANMU XIAOYI;**
  - (B) **THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF S\$900,000 TO MR CHEN HAO; AND**
  - (C) **THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF S\$900,000 TO MS LIU JING;****(COLLECTIVELY, THE “PROPOSED ISSUANCE”);**
- (3) **THE PROPOSED TRANSFER OF CONTROLLING INTEREST TO MS DUANMU XIAOYI ARISING FROM THE PROPOSED PLACEMENT AND THE PROPOSED ISSUANCE;**
- (4) **THE PROPOSED TRANSFER OF CONTROLLING INTEREST TO MR CHEN HAO ARISING FROM THE PROPOSED PLACEMENT AND THE PROPOSED ISSUANCE; AND**
- (5) **THE PROPOSED TRANSFER OF CONTROLLING INTEREST TO MS LIU JING ARISING FROM THE PROPOSED PLACEMENT AND THE PROPOSED ISSUANCE.**

**IMPORTANT DATES AND TIMES:**

Last date and time for lodgement of Proxy Form : 22 May 2024 at 10.00 a.m.

Date and time of Extraordinary General Meeting : 24 May 2024 at 10.00 a.m.

Place of Extraordinary General Meeting : Spaces Singapore, #04-01, Paya Lebar Quarter 1, 1 Paya Lebar Link, Singapore 408533

---

## CONTENTS

---

1.	INTRODUCTION.....	8
2.	THE NEW INVESTMENT .....	9
3.	THE PROPOSED TRANSFERS OF CONTROLLING INTEREST TO MS DUANMU XIAOYI, MR CHEN HAO AND MS LIU JING.....	37
4.	SHAREHOLDERS' APPROVAL UNDER CHAPTER 8 OF THE MAINBOARD RULES.....	38
5.	PUBLIC FLOAT REQUIREMENT UNDER RULE 723 OF THE MAINBOARD RULES .....	41
6.	FINANCIAL EFFECTS OF THE NEW INVESTMENT.....	41
7.	CONFIRMATION BY THE DIRECTORS.....	44
8.	INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS.....	45
9.	DIRECTORS' RECOMMENDATIONS AND RESPONSIBILITY STATEMENT .....	45
10.	ABSTENTION FROM VOTING .....	46
11.	EXTRAORDINARY GENERAL MEETING .....	46
12.	ACTION TO BE TAKEN BY SHAREHOLDERS.....	46
13.	DOCUMENTS FOR INSPECTION .....	47
	APPENDIX A – CHANGES IN SHAREHOLDING INTERESTS .....	A-1
	APPENDIX B – EXECUTIVE SUMMARY OF UPDATED VALUATION REPORT .....	B-1
	APPENDIX C – PFFS REVIEW REPORT AND PRO FORMA FINANCIAL STATEMENTS .....	C-1
	NOTICE OF EXTRAORDINARY MEETING .....	N-1
	PROXY FORM.....	P-1

---

## DEFINITIONS

---

In this Circular, the following definitions apply throughout unless otherwise stated or the context otherwise requires:

<b>“Account Holder”</b>	:	Has the meaning ascribed to it in Section 81SF of the Securities and Futures Act
<b>“Associates”</b> (and each, an <b>“Associate”</b> )	:	(a) In relation to any director, chief executive officer, Substantial Shareholder or Controlling Shareholder (being an individual) means: <ul style="list-style-type: none"><li>(i) his immediate family;</li><li>(ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and</li><li>(iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30.0% or more; and</li></ul> (b) in relation to a Substantial Shareholder or a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30.0% or more
<b>“Audit Committee”</b>	:	The audit committee of the Company
<b>“Board”</b>	:	The board of Directors of the Company
<b>“Bondholder”</b>	:	The person in whose name a Bond is registered
<b>“Business Day”</b>	:	A day when banks in Singapore are open for banking business, excluding Saturdays, Sundays and gazetted public holidays in Singapore
<b>“CDP”</b>	:	The Central Depository (Pte) Limited
<b>“Certificate”</b>	:	The Bond certificate issued in accordance with the Convertible Bond Subscription Agreement
<b>“Circular”</b>	:	This circular to Shareholders dated 9 May 2024
<b>“Company”</b>	:	Camsing Healthcare Limited
<b>“Companies Act”</b>	:	The Companies Act 1967 of Singapore, as amended, supplemented or modified from time to time
<b>“Completion”</b>	:	Completion of the Proposed Placement or the Proposed Issuance (as the case may be) pursuant to the respective New Investment Agreements
<b>“Completion Date”</b>	:	In respect of each New Investment Agreement, the date on which Completion takes place, being a date no later than two

---

## DEFINITIONS

---

	(2) Business Days from the resumption of trading of the Company's Shares on the Mainboard of SGX-ST, or such other date as may be agreed in writing between the Company and each relevant Investor
<b>"Controlling Shareholder"</b>	: A person who (a) holds directly or indirectly 15.0% or more of the total number of issued shares excluding treasury shares in the company (unless the SGX-ST determines that such a person is not a controlling shareholder of the company); or (b) in fact exercises control over a company
<b>"Constitution"</b>	: The constitution of the Company, as amended from time to time
<b>"Conversion Date"</b>	: The date falling 7 Business Days from the date of the Conversion Notice
<b>"Conversion Period"</b>	: The period from the Issue Date up to the Mandatory Conversion Date
<b>"Conversion Price"</b>	: S\$0.05 or such adjusted conversion price following any adjustment in accordance with the terms and conditions of the Convertible Bond Subscription Agreement
<b>"Conversion Resolution"</b>	<b>Shares</b> : The approval of the Independent Shareholders or the Shareholders (as the case may be) to be obtained at a general meeting of the Company for the allotment and issuance of the Conversion Shares at the Conversion Price, pursuant to Section 161 of the Companies Act and such other Rule(s) of the Mainboard Rules that may apply, on the terms and subject to the conditions of the Convertible Bond Subscription Agreement
<b>"Depository Agent"</b>	: Has the meaning ascribed to it in Section 81SF of the Securities and Futures Act
<b>"Direct Account"</b>	: The account maintained with CDP by an Account Holder
<b>"Director"</b>	: A director of the Company as at the Latest Practicable Date
<b>"EGM"</b>	: The Extraordinary General Meeting of the Company to be held at Spaces Singapore, #04-01, Paya Lebar Quarter 1, 1 Paya Lebar Link, Singapore 408533, on 24 May 2024 at 10.00 a.m., to seek the approval of Shareholders for the Proposed Resolutions, notice of which is set out on pages N-1 to N-6 of this Circular
<b>"Governmental Authority"</b>	: Any Singapore or foreign government, governmental, semigovernmental, administrative, regulatory, fiscal or judicial agency, authority, body, commission, department, exchange, tribunal or other entity (including, without limitation, the SGX-ST and the Monetary Authority of Singapore)
<b>"Group"</b>	: The Company together with its subsidiaries

---

## DEFINITIONS

---

<b>“Independent Shareholders”</b>	:	The Shareholders who are considered independent for the purposes of the subscription of the Subscription Shares or the Bond (as the case may be)
<b>“Issue Date”</b>	:	The date on which the Bonds are issued pursuant the Convertible Bond Subscription Agreement
<b>“Latest Practicable Date”</b>	:	6 May 2024, being the latest practicable date prior to the issue of this Circular
<b>“Listing and Quotation”</b>	:	The admission of and the listing and quotation of the Subscription Shares or the Conversion Shares (as the case may be) on the Official List of the Mainboard
<b>“Mainboard Rules”</b>	:	The mainboard rules of the SGX-ST listing manual, as amended, modified or supplemented from time to time
<b>“Mandatory Conversion Date”</b>		The date falling on the third anniversary of the Issue Date
<b>“market day”</b>	:	A day on which the SGX-ST is open for securities trading
<b>“Material Adverse Event”</b>	:	In relation to each party to the relevant New Investment Agreement, any event that prevents or adversely affects or is likely to prevent or adversely affect such party’s ability to fulfil its obligations under such relevant New Investment Agreement, and/or which otherwise has or may have a material adverse effect in the context of the relevant New Investment Agreement
<b>“Notice of EGM”</b>	:	The notice of EGM which is on pages N-1 to N-6 of this Circular
<b>“Official List”</b>	:	The list of issuers maintained by the SGX-ST in relation to Mainboard
<b>“Record Date”</b>	:	In relation to any dividends, rights, allotments or other distributions, the date as at the close of business (or such other time as may have been notified by the Company), on which Shareholders must be registered with the Company or with CDP in order to participate in such dividends, rights, allotments or other distributions
<b>“Securities and Futures Act”</b>	:	The Securities and Futures Act 2001 of Singapore, as amended, supplemented or modified from time to time
<b>“SGX-ST”</b>	:	The Singapore Exchange Securities Trading Limited
<b>“SGXNET”</b>	:	A broadcast network utilised by companies listed on the SGX-ST for the purposes of sending information (including announcements) to the SGX-ST (or any other broadcast or system networks prescribed by the SGX-ST)
<b>“Shares”</b>	:	Ordinary shares in the capital of the Company
<b>“Shareholders”</b> (and each, a <b>“Shareholder”</b> )	:	The registered holders of Shares of the Company, except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares and where the context so

---

## DEFINITIONS

---

		admits, mean the Depositors whose Securities Accounts are credited with those Shares
<b>“Subscription Resolution”</b>	<b>Shares</b>	: The approval of the Independent Shareholders or the Shareholders (as the case may be) to be obtained at a general meeting of the Company for the allotment and issuance of the Subscription Shares to the relevant Investors at the relevant issue price, pursuant to Section 161 of the Companies Act and such other Rule(s) of the Mainboard Rules that may apply, on the terms and subject to the conditions of the Placement Agreements
<b>“Substantial Shareholder”</b>		: A person who has an interest or interests in voting Shares in the Company representing not less than 5.0% of all the voting Shares of the Company, as defined under Section 81 of the Companies Act
<b>“Take-over Code”</b>		: Singapore Code on Take-overs and Mergers, as amended, supplemented or modified from time to time
<b>“Transaction Resolutions”</b>		: Collectively, (i) the Subscription Shares Resolution, (ii) the Conversion Shares Resolution and (iii) such other resolution(s) of the Shareholders or the Independent Shareholders that may be required by law or the Mainboard Rules or in connection with the transactions contemplated by the New Investment Agreements as may be necessary
<b>“%” or “per cent”</b>		: Per centum or percentage
<b>“S\$” and “cents”</b>		: Singapore dollars and cents, respectively, the lawful currency of the Republic of Singapore

The terms **“Depositor”**, **“Depository”**, and **“Depository Register”** shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act. The terms **“subsidiaries”** and **“related corporations”** shall have the meanings ascribed to them respectively in the Companies Act.

Any reference to a time of day in this Circular shall be a reference to Singapore time, unless otherwise stated.

Any reference in this Circular to any enactment is a reference to that enactment for the time being amended or re-enacted. Any term defined under the Companies Act, the Securities and Futures Act, the Mainboard Rules or such statutory modification thereof and used in this Circular shall, where applicable, have the meaning ascribed to it under the Companies Act, the Securities and Futures Act, the Mainboard Rules or such statutory modification thereof, as the case may be, unless otherwise provided. Any reference in this Circular to **“Rule”** or **“Chapter”** is a reference to the relevant rule or chapter in the Listing Manual for the time being, unless otherwise stated.

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall, where applicable, include corporations.

Where any word or expression is defined in this Circular, such definition shall extend to the grammatical variations and cognate expressions of such word or expression.

The headings in this Circular are inserted for convenience only and shall be ignored in construing this Circular.

---

## LETTER TO SHAREHOLDERS

---



### CAMSING HEALTHCARE LIMITED

(Incorporated in the Republic of Singapore)

(Unique Entity Number: 197903888Z)

**Directors:**

Yeo Choon Tat (Executive Director and Chief Executive Officer)

Duanmu Xiaoyi (Executive Director)

Liu Xiaohua (Chairman and Independent Director)

Tan Keng Keat (Independent Director)

Xue Congyan (Independent Director)

**Registered Office:**

16 Raffles Quay, #17-

03 Hong Leong

Building, Singapore

048581

9 May 2024

To: Shareholders of Camsing Healthcare Limited

Dear Sir / Madam,

- (1) **THE PROPOSED PLACEMENT OF 60,000,007 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY (THE "SUBSCRIPTION SHARES") AT AN ISSUE PRICE OF S\$0.05 PER SUBSCRIPTION SHARE, WHICH INCLUDES:**
  - (A) **THE PLACEMENT OF 26,000,007 SUBSCRIPTION SHARES TO MS DUANMU XIAOYI;**
  - (B) **THE PLACEMENT OF 22,000,000 SUBSCRIPTION SHARES TO MR CHEN HAO;**
  - (C) **THE PLACEMENT OF 4,000,000 SUBSCRIPTION SHARES TO MS LIU JING;**
  - (D) **THE PLACEMENT OF 4,000,000 SUBSCRIPTION SHARES TO MR ONG YAW TEH;  
AND**
  - (E) **THE PLACEMENT OF 4,000,000 SUBSCRIPTION SHARES TO MR STEVEN LIM;**

**(COLLECTIVELY, THE "PROPOSED PLACEMENT");**
- (2) **THE PROPOSED ISSUE OF UNLISTED ZERO-COUPON MANDATORY CONVERTIBLE BONDS IN THE PRINCIPAL AMOUNT OF UP TO S\$2,500,000 (EACH, A "BOND"), AND THE PROPOSED ALLOTMENT AND ISSUANCE OF NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY (THE "CONVERSION SHARES") AT THE CONVERSION PRICE OF S\$0.05 PER CONVERSION SHARE (OR SUCH ADJUSTED CONVERSION PRICE UPON ANY ADJUSTMENT PURSUANT TO THE TERMS AND CONDITIONS OF THE CONVERTIBLE BOND SUBSCRIPTION AGREEMENT) UPON CONVERSION OF THE BONDS, WHICH INCLUDES:**

---

## LETTER TO SHAREHOLDERS

---

- (A) THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF S\$700,000 TO MS DUANMU XIAOYI;
- (B) THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF S\$900,000 TO MR CHEN HAO;
- (C) THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF S\$900,000 TO MS LIU JING;

(COLLECTIVELY, THE “PROPOSED ISSUANCE”);

- (3) THE PROPOSED TRANSFER OF CONTROLLING INTEREST TO MS DUANMU XIAOYI ARISING FROM THE PROPOSED PLACEMENT AND THE PROPOSED ISSUANCE;
- (4) THE PROPOSED TRANSFER OF CONTROLLING INTEREST TO MR CHEN HAO ARISING FROM THE PROPOSED PLACEMENT AND THE PROPOSED ISSUANCE; AND
- (5) THE PROPOSED TRANSFER OF CONTROLLING INTEREST TO MS LIU JING ARISING FROM THE PROPOSED PLACEMENT AND THE PROPOSED ISSUANCE.

---

### 1. INTRODUCTION

#### 1.1 Purpose of this Circular

- 1.1.1 The Directors are convening the EGM of the Company to be held on 24 May 2024 at 10.00 a.m. to seek Shareholders’ approval for the following:
  - (a) the Proposed Placement at the Issue Price of S\$0.05 (Ordinary Resolution 1);
  - (b) as part of the Proposed Placement, the issuance and allotment of 26,000,007 Subscription Shares to Ms Duanmu Xiaoyi, who is an Executive Director of the Company (Ordinary Resolution 2);
  - (c) the Proposed Issuance and the Conversion Price of S\$0.05 (or such adjusted conversion price following any adjustment in accordance with the terms and conditions of the Convertible Bond Subscription Agreement) (Ordinary Resolution 3);
  - (d) as part of the Proposed Issuance, the issuance of Bonds in the principal amount of S\$700,000 to Ms Duanmu Xiaoyi, who is an Executive Director of the Company (Ordinary Resolution 4);
  - (e) the proposed transfer of controlling interest to Ms Duanmu Xiaoyi, who is an Executive Director of the Company, arising from the Proposed Placement and Proposed Issuance (Ordinary Resolution 5);
  - (f) the proposed transfer of controlling interest to Mr Chen Hao arising from the Proposed Placement and Proposed Issuance (Ordinary Resolution 6); and
  - (g) the proposed transfer of controlling interest to Ms Liu Jing arising from the Proposed Placement and Proposed Issuance (Ordinary Resolution 7),



---

## LETTER TO SHAREHOLDERS

---

(collectively, the “**Proposed Resolutions**”).

- 1.1.2 The purpose of Circular is to provide Shareholders with information relating to the Proposed Resolutions, and to seek Shareholders’ approval in relation thereto at the EGM. The Notice of EGM is set out on pages N-1 to N-6 of this Circular.
- 1.1.3 Shareholders should note that Ordinary Resolutions 1 to 7 are inter-conditional upon the passing of one another. This means that if any of the Proposed Resolutions are not approved by Shareholders at the EGM, none of the Proposed Resolutions would be passed.
- 1.1.4 The majority Shareholder of the Company, Creative Elite Holdings Limited (“**CEHL**”), has furnished to the Company and the Lead Investor (as defined below) an irrevocable undertaking dated 21 July 2023 (granted in favour of the Lead Investor) to vote in favour of the Proposed Resolutions at the EGM. CEHL currently holds 25,008,120 Shares, representing approximately 83.36% of the issued and paid-up share capital of the Company as at the Latest Practicable Date. Further information on the key terms of the irrevocable undertaking granted by CEHL is set out in Paragraph 4.4 below.

## 2. THE NEW INVESTMENT

### 2.1 Background

- 2.1.1 On 14 June 2023, the Company had announced that it had, *inter alia*, entered into:
- (a) five (5) placement agreements (collectively, the “**Original Placement Agreements**”) respectively with Duanmu Xiaoyi (“**Ms Duanmu**” or the “**Lead Investor**”), Chen Hao (“**Mr Chen**”), Liu Xiaohua (“**Ms Liu Xiaohua**”), Ong Yaw Teh (“**Mr Ong**”) and Steven Lim (“**Mr Lim**”), (each an “**Original Placee**” and collectively, the “**Original Placees**”); and
  - (b) a convertible bond subscription agreement (the “**Convertible Bond Subscription Agreement**” and together with the Placement Agreements, the “**New Investment Agreements**”) with Ms Duanmu, Mr Chen and Liu Jing (“**Ms Liu**”) (each a “**Bondholder**” and collectively, the “**Bondholders**”).
- 2.1.2 On 6 February 2024, the Company had announced that it had, *inter alia*, entered into:
- (a) a termination letter agreement with Ms Liu Xiaohua to terminate the placement agreement entered into between Ms Liu Xiaohua and the Company on 14 June 2023 (the “**Termination Letter Agreement**”) (the “**Terminated Placement Agreement**”);
  - (b) a placement agreement with Ms Liu (the “**New Placement Agreement**”) on substantially the same terms as the Terminated Placement Agreement, save with the corresponding amendments made in the New Placement Agreement to incorporate the amendments set out in the PA Side Letter Agreements (defined below) and with editorial amendments, where necessary, in the context of the New Placement Agreement;
  - (c) four (4) side letter agreements respectively with Ms Duanmu, Mr Chen, Mr Ong and Mr Lim (collectively the “**PA Side Letter Agreements**”); and

---

## LETTER TO SHAREHOLDERS

---

- (d) a side letter agreement with Ms Duanmu, Mr Chen and Ms Liu (collectively the “**CBSA Side Letter Agreement**”).

2.1.3 For the purposes of this Circular, the following definitions shall apply:

- (a) the four (4) placement agreements entered respectively with Ms Duanmu, Mr Chen, Mr Ong and Mr Lim on 14 June 2023 and New Placement Agreement shall collectively be referred to as the “**Placement Agreements**”;
- (b) Ms Duanmu, Mr Chen, Mr Ong, Mr Lim and Ms Liu Jing shall collectively be referred to as the “**Placees**” and each, a “**Placee**”; and
- (c) the Bondholders and the Placees shall collectively be referred to as the “**Investors**” and each, an “**Investor**”.

2.1.4 Pursuant to the terms of the Placement Agreements, the Company proposes to offer up to 60,000,007 new ordinary shares in the capital of the Company (the “**Subscription Shares**”) at the issue price of S\$0.05 (the “**Issue Price**”) to the Placees for an aggregate consideration of approximately S\$3,000,000 (the “**Proposed Placement**”).

2.1.5 Pursuant to the Convertible Bond Subscription Agreement, the Company proposes to issue unlisted zero-coupon mandatory convertible bonds denominated in Singapore dollars in the aggregate principal amount of up to S\$2,500,000 (each, a “**Bond**”), which may be converted into new ordinary shares in the capital of the Company (the “**Conversion Shares**”) at a conversion price of S\$0.05 per Conversion Share (subject to any adjustment of conversion price pursuant to the terms and conditions of the Convertible Bond Subscription Agreement) in accordance with the terms and conditions of the Convertible Bond Subscription Agreement (the “**Proposed Issuance**” and together with the Proposed Placement, the “**New Investment**”).

2.1.6 The New Investment is intended to substantially replace the investment by Qiren Holdings Pte. Ltd. (“**QRH**”) under the investment agreement dated 25 December 2021 (as amended and restated by a deed of amendment and restatement dated 3 March 2022) (the “**QRH Investment Agreement**”), the loan agreement dated 25 December 2021 (the “**First Loan Agreement**”) and a second loan agreement dated 3 March 2022 (the “**Second Loan Agreement**”, and collectively the “**QRH Investment Documents**”) (the “**QRH Investment**”). Accordingly, pursuant to the terms of the QRH Deed (as defined below), the QRH Investment Documents will be terminated upon, *inter alia*, the receipt of the net proceeds from the New Investment by the Company and the payment of the Outstanding Principal Amount (as defined below) to QRH. Further information on the termination of the QRH Investment Documents (including the salient terms for such termination and the implications of such termination) is set out in Paragraphs 2.12.4 and 2.12.5 below.

2.1.7 To proceed with the New Investment, specific approvals from Shareholders are being sought at the EGM.

## 2.2 Background on the Investors

*The information below was provided to the Company by each Investor and/or their representatives. The Directors did not conduct an independent review or verification of the accuracy of some of the statements and information set out below.*

---

## LETTER TO SHAREHOLDERS

---

### 2.2.1 Duanmu Xiaoyi

Ms Duanmu has more than 10 years of experience being an investor and has a keen eye for investment opportunities. For example, Ms Duanmu is a limited partner in Hainan Bohao Guanghui Private Fund Management Partnership (Limited Partnership) (“**Hainan Bohao**”), a fund management entity established in China. As a limited partner, Ms Duanmu routinely evaluates investment opportunities to determine whether she wishes to participate based on her investment strategies and philosophies. Ms Duanmu also serves as the chairperson of the supervisory committee in Huakai Investment Group Co., Ltd.

Within Singapore, Ms Duanmu also has experience investing in Singapore entities listed on the SGX-ST. For example, Ms Duamu has invested in China Star Food Group Limited (now known as Zixin Group Holdings Limited), a company listed on the Catalist of the SGX-ST.

The Company understands that:

- (a) Ms Duanmu and Mr Xue Congyan (“**Mr Xue**”), an independent director of the Company, had served on the board of directors of a company listed on the Catalist of the SGX-ST, namely Zixin Group Holdings Limited (“**Zixin**”). Mr Xue is presently still an independent director of Zixin while Ms Duanmu had resigned from the board of Zixin in March 2023. The Nominating Committee (the “**NC**”) is of the view that, notwithstanding both Ms Duanmu and Mr Xue both having served as directors of Zixin, this would not affect the independence of Mr Xue. The Company further notes that it was Mr Yeo Choon Tat (“**Mr Yeo**”) who introduced Mr Xue as a potential independent director candidate to the NC and the Board for their consideration.
- (b) Ms Duanmu and Ms Liu Xiaohua, an independent director of the Company, are both limited partners of Hainan Bohao, a licensed entity carrying out fund management activities in China. Hainan Bohao’s investment activities are managed by Ms Liu Xiaohua (as the appointed representative of the general partner pursuant to Hainan Bohao’s partnership agreement) and her team. As a limited partner of Hainan Bohao, Ms Duanmu makes investment decisions based on her own assessment criteria and investment preferences, and independently decides on whether she wishes to invest in any of the potential investment opportunities which are introduced by Hainan Bohao. For the avoidance of doubt, Ms Duanmu is not involved in the day-to-day operations or affairs of Hainan Bohao and does not have any decision-making power or management role within Hainan Bohao. For completeness, Ms Duanmu and Ms Liu Xiaohua are also limited partners in some of the special purpose vehicle entities which have been established for investment purposes by Hainan Bohao, including entities established in preparation of future investment opportunities to be managed by Hainan Bohao (the “**Hainan Bohao SPVs**”). The NC is of the view that, notwithstanding both Ms Duanmu and Ms Liu Xiaohua both being limited partners in Hainan Bohao and the Hainan Bohao SPVs, this would not affect the independence of Ms Liu Xiaohua as neither Ms Duanmu nor Ms Liu Xiaohua takes instructions from the other in respect of the Hainan Bohao or the Hainan Bohao SPVs.

### 2.2.2 Chen Hao

Mr Chen started out in family investment and business management, which was mainly engaged in the investment in coal and mining-related fields. After graduating from Southwest

---

## LETTER TO SHAREHOLDERS

---

University in 2019, he started to carry out his own investment activities, which includes investing in Chinese companies engaged in food-related industries, such as livestock raising and primary food processing and sales.

### 2.2.3 Liu Jing

Ms Liu has a bachelor's degree in international economics and trade and is a sophisticated investor and has invested in multiple companies, in Singapore, China and other jurisdictions, with a focus on food and health-related industries.

### 2.2.4 Ong Yaw Teh

Mr Ong is a seasoned veteran in the shipping and supply chain industry, having amassed over 20 years of experience. Presently, Mr Ong is a director in Jinxin Trading Pte Ltd, leading all business development efforts within the organisation.

### 2.2.5 Steven Lim

Mr Lim is a seasoned expert in the international freight and logistics industry, having accumulated a quarter of a century's worth of experience in the supply chain industry. Mr Lim has also been involved in various multi-national companies where his role was to play a key part in logistics planning. Mr Lim's current focus is to build a complete supply chain that is responsive to long term corporate objectives to stimulate growth and profitability.

2.2.6 The Lead Investor, Ms Duanmu, was introduced to the Company by the Company's majority shareholder, CEHL. The Company understands that the Lead Investor approached CEHL and expressed an interest to invest in the Company as a strategic investor. The Lead Investor was of the view that her skills and experience in the ecommerce space in People's Republic of China would be of significant value to the development of ecommerce abilities of the Company's principal subsidiary, Nature's Farm Pte Ltd ("**Nature's Farm**").

2.2.7 The Company further understands that, following positive discussions between CEHL and the Lead Investor, the Lead Investor approached UHY Prime HK CPA Limited ("**UHY HK**") to procure fellow investors who are interested in the acquisition of shares or securities convertible into shares in the Company. Mr Chen, Ms Liu and Ms Liu Xiaohua (collectively, the "**Shortlisted Investors**") were amongst the potential investors shortlisted by UHY HK and agreed to pursue an investment into the Company following discussions with the Lead Investor. The Company understands from the Lead Investor that UHY HK has confirmed that they approached no more than 50 persons who are predominantly based in People's Republic of China (excluding Hong Kong), and no advertisements were made in connection with the proposed investment. The Company was then introduced to the Lead Investor by CEHL in April 2023, and the Lead Investor introduced the Shortlisted Investors shortly after, to further negotiate the specifics of their investment into the Company. For completeness, as disclosed in Paragraph 2.1.2 above, the placement agreement which had been entered into with Ms Liu Xiaohua was subsequently terminated on 6 February 2024, and the Company had entered into the New Placement Agreement.

2.2.8 The remaining investors, being Mr Ong and Mr Lim, are business associates of Mr Yeo. Mr Ong and Mr Lim were introduced to the Company while Mr Yeo was an Independent Non-Executive Director of the Company. The Company, whilst considering the options to strengthen

---

## LETTER TO SHAREHOLDERS

---

its balance sheet during the discussions in respect of the New Investment, had offered to Mr Ong and Mr Lim to participate in the placements of the New Investment via a capitalisation of the working capital loans Mr Ong and Mr Lim had respectively granted to the Company, which they accepted. The discussions in respect of their respective participation in the placements of the New Investment occurred prior to Mr Yeo's appointment as the Chief Executive Officer and redesignation as Executive Director of the Company. Further information on the aforementioned working capital loans is set out in Note 2 of Paragraph 2.12.1 below.

2.2.9 Save as disclosed herein (in particular, Paragraphs 2.2.1, 2.2.11 and 4.6.3 in respect of Ms Duanmu), the Investors currently do not have any connections or relationships (including business relationships) with the Group, any of the Directors and/or Substantial Shareholders of the Company.

2.2.10 Each Investor has represented and warranted to the Company, *inter alia*, that:

- (a) each of them is independent of, and not acting in concert (as defined in The Singapore Code on Take-overs and Mergers) with any other party to obtain or consolidate effective control in the Company through the subscription of the Subscription Shares, Bonds, and/or Conversion Shares (as the case may be); and
- (b) each of them is subscribing for the Subscription Shares and/or Bonds solely for the purposes of investment and solely for their own benefit and as principal (and not as an underwriter or a placement agent or a nominee or a trustee for any person) and has not entered into any arrangement or agreement to sell or otherwise dispose of any of the Subscription Shares, the Bonds and/or Conversion Shares (as the case may be) to any person.

2.2.11 To the best of the Company's knowledge, save for Ms Duanmu, each of the Investors is not an interested person as defined in Chapter 9 of the Mainboard Rules or any other person in the categories set out in Rule 812(1) of the Mainboard Rules (as the case may be). In respect of Ms Duanmu, she was appointed as an Executive Director of the Company on 15 June 2023 (the "**ED Appointment**"). Notwithstanding that the ED Appointment took place after the entry into the Placement Agreements and the Convertible Bond Subscription Agreement, given that Ms Duanmu is presently an Executive Director of the Company, the Company will be seeking Shareholders' approval in respect of the placement of the Subscription Shares and the issuance of the Bond to Ms Duanmu pursuant to Rule 812(2) of the Mainboard Rules. Further details are found at Paragraph 4.6.

### 2.3 Rationale of the New Investment

2.3.1 Reference is made to paragraphs 3.1 to 3.5 of the Company's announcement dated 27 December 2021, wherein the Company had announced that the financing provided under the QRH Investment Documents will allow the Group to commence the implementation of much-needed initiatives for its business, which include:

- (a) a comprehensive review and expansion of the product range offered by Nature's Farm with an aim to provide for post-pandemic wellness and health needs;

---

## LETTER TO SHAREHOLDERS

---

- (b) an update of the brand image of Nature's Farm at all of its physical and online outlets and ramping up its publicity efforts through collaborations and joint-marketing projects with other providers of services and products;
- (c) an increase in adoption and marketing through social media platforms;
- (d) building up business-to-business ("**B2B**") collaborations with reputable partners in complementary industries;
- (e) accelerating efforts to out-source non-essential functions through B2B collaborations or otherwise so as to achieve greater revenue accretion with an asset-light model; and
- (f) an overhaul of Nature's Farm's current digital strategy with the aim of leapfrogging beyond the traditional model of online sales and to capitalize on emerging digital opportunities involving apps, loyalty tokens, e-wallets, blockchains and the metaverse.

2.3.2 The rationale of the New Investment Agreements remains significantly the same, given that the New Investment is intended to substantially replace the QRH Investment. In addition, the financing provided by the Investors will also enable the Company to strengthen its balance sheet, enlarge its capital base and further enhance the financial flexibility of the Group.

2.3.3 In view of the foregoing, the Board is of the view that the New Investment Agreements are beneficial to the Company. The Group will also benefit from the experience and expertise of the Lead Investor, whose skills and experience in the ecommerce space in People's Republic of China would be of significant value to the development of ecommerce abilities of Nature's Farm.

### 2.4 Issue Price and Conversion Price

2.4.1 The Issue Price represents a discount of more than 10% to the weighted average price for trades done on the SGX-ST immediately prior to the Company's trading suspension and the Conversion Price represents a discount of more than 10% to the prevailing market price of the underlying shares immediately prior to the Company's trading suspension. The Board is of the view that, while the discount to the weighted average price for trades done on the SGX-ST immediately prior to the Company's trading suspension and the prevailing market price of the underlying shares is steep, the weighted average price for trades done on the SGX-ST immediately prior to the Company's trading suspension and the prevailing market price of the underlying shares immediately prior to the Company's trading suspension is longer representative of the Company's valuation.

2.4.2 The Board refers to the Company's announcement dated 27 December 2021, where the Company had disclosed that it had engaged AVA Associates Limited (the "**Valuer**") to perform a valuation on the 100% equity interest (the "**Equity Interest**") in the business of the Company and its subsidiaries (the "**Business**") as at 31 January 2021 (the "**Valuation Date**"), and that the Valuer was of the opinion that as at the Valuation Date, the market value of the Equity Interest in the Business is reasonably stated in the amount of S\$900,000. In the spirit of prudence, the Company had commissioned the Valuer to undertake an updated valuation of the Business as at 31 January 2024 (the "**Updated Valuation Date**"), and the Valuer had issued an updated valuation report on 31 January 2024 (the "**Updated Valuation Report**"). The Valuer was of the opinion that as at the Updated Valuation Date, the market value of the

---

## LETTER TO SHAREHOLDERS

---

Equity Interest in the Business is reasonably stated in the amount of S\$300,000, which is a decrease from the previous valuation of S\$900,000. An executive summary of the Updated Valuation Report is set out herein as Annex B. The Valuer has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name, the executive summary of the Updated Valuation Report reproduced in Annex B to this Circular and all references thereto, in the form and context in which they appear in this Circular, and the availability of the Updated Valuation Report as a document for inspection by Shareholders.

- 2.4.3 The Board further notes that the Issue Price of S\$0.05 per Subscription Share and the Conversion Price of S\$0.05 per Conversion Share (such adjusted conversion price following any adjustment in accordance with the terms and conditions of the Convertible Bond Subscription Agreement) under the New Investment Agreements are higher than the issue price and exercise price of S\$0.042 per Share under the QRH Investment, notwithstanding the decrease in the market value of the Equity Interest in the Business.
- 2.4.4 The Issue Price and Conversion Price were derived pursuant to arms-length commercial negotiations between the Company and the Investors, on a willing-buyer, willing-seller basis, taking into consideration, among other things: (i) that the market value of the Equity Interest in the Business is reasonably stated in the amount of S\$300,000 as at 31 January 2024 (as supported by the Updated Valuation Report); (ii) there having no material changes in the financial results of the Group; and (iii) the Issue Price and Conversion Price of S\$0.05 per Share under the New Investment Agreements being higher than the issue price and exercise price of S\$0.042 per Share under the QRH Investment Documents.
- 2.4.5 Notwithstanding, given the requirement of Rule 811(3) of the Mainboard Rules, the Company will be seeking specific Shareholders' approval for the issuance of the Subscription Shares and the Bonds at the Issue Price and the Conversion Price respectively. Further details are found at Paragraph 4.8.

### 2.5 Salient terms of the Placement Agreements

- 2.5.1 Pursuant to the Placement Agreements and subject to the terms and conditions of the Placement Agreements:
- (a) Ms Duanmu agrees to subscribe for 26,000,007 Shares at an issue price of S\$0.05 per Subscription Share;
  - (b) Mr Chen agrees to subscribe for 22,000,000 Shares at an issue price of S\$0.05 per Subscription Share;
  - (c) Ms Liu agrees to subscribe for 4,000,000 Shares at an issue price of S\$0.05 per Subscription Share;
  - (d) Mr Ong agrees to subscribe for 4,000,000 Shares at an issue price of S\$0.05 per Subscription Share; and
  - (e) Mr Lim agrees to subscribe for 4,000,000 Shares at an issue price of S\$0.05 per Subscription Share.
- 2.5.2 The key terms of the Placement Agreements entered into with Ms Duanmu, Mr Chen and Ms Liu are as follows:

---

## LETTER TO SHAREHOLDERS

---

(a) At Completion:

Subject to the fulfilment of the conditions precedent:

- (i) each relevant Investor shall, against compliance by the Company of its obligations at Completion, transfer its subscription consideration to the bank account nominated by the Company and notified to such Investor in writing. For the avoidance of doubt, the subscription consideration shall only be deemed to have been paid by the relevant Investor upon written confirmation by the Company that it has received such subscription consideration. The transfer of the subscription consideration to the Company shall be made free of any foreign exchange commissions, remittance charges or other deductions. In the event that any foreign exchange commissions, remittance charges or other deductions are required to be made, each relevant Investor shall bear such deductions and ensure that the amounts received by the Company shall in aggregate be equivalent to the subscription consideration set out in the relevant Placement Agreement.
- (ii) the Company shall, in exchange for and subject to the fulfilment by each relevant Investor of its obligations at Completion:
  - (1) (if applicable) in the event that such Investor notifies the Company of its Direct Account (or its securities account maintained with the Depository Agent) at least six (6) Business Days before Completion, the Company shall allot and issue the relevant Subscription Shares to CDP for the account of such Investor (or to the securities account of the Depository Agent notified by such Investor to the Company), instruct CDP to credit the relevant Subscription Shares into the Direct Account of such Investor (or the securities account of the Depository Agent notified by such Investor to the Company), and despatch to CDP, through the Company's share registrar (the "**Share Registrar**"), the share certificate(s) in respect of the relevant Subscription Shares and all other documents required by CDP and/or the Share Registrar (as the case maybe) for such purpose;
  - (2) (if applicable) in the event that such Investor does not notify the Company of its Direct Account of the Investor (or its securities account maintained with the Depository Agent) at least six (6) Business Days before Completion, the Company shall allot and issue the relevant Subscription Shares to such Investor and despatch to such Investor, through the Share Registrar, the share certificate(s) in respect of the relevant Subscription Shares by ordinary post to the address provided by such Investor at pursuant to the relevant Placement Agreement and at the risk of such Investor;
  - (3) provide to such Investor a copy of the documentation evidencing the in-principle approval of the SGX-ST being obtained for the Listing and Quotation on the Mainboard of the SGX-ST; and



---

## LETTER TO SHAREHOLDERS

---

- (4) provide to such Investor a certified true copy of the Subscription Shares Resolution.

(b) Conditions Precedent to Completion:

The issue of Subscription Shares is conditional upon, *inter alia*:

- (i) each relevant Investor having delivered such documentary evidence (in such form and manner that the Company in its absolute discretion may require) to the Company to satisfy the Company (in the absolute discretion of the Company) that such Investor has and will on Completion have sufficient financial resources to fully satisfy the subscription consideration that it is obliged to pay pursuant to the relevant Placement Agreement;
- (ii) the necessary approvals from all relevant Governmental Authorities having authority over the Company having been obtained, and not having been withdrawn or revoked (if applicable), including without limitation the following:
  - (1) to the extent required by the SGX-ST, the approval from the SGX-ST of any circular that is required to be released by the Company on the SGXNET in connection with the completion of the New Investment;
  - (2) the relevant approval in-principle from the SGX-ST being obtained for the Listing and Quotation of the relevant Subscription Shares and such relevant approval not having been revoked or amended as at the Completion Date, and if the approval is granted subject to conditions, such conditions being reasonably acceptable to the Company, and to the extent that any conditions for the Listing and Quotation are required to be fulfilled on or before the Completion Date, they are so fulfilled;
- (iii) the approval of the Independent Shareholders or the Shareholders (as the case may be) of the following having been obtained at a general meeting of the Company for:
  - (1) the Transaction Resolutions; and
  - (2) any other corporate action(s) as may be required by law or the Mainboard Rules (defined below) or in connection with the transactions contemplated by the relevant Placement Agreement as may be necessary;
- (iv) the majority shareholder of the Company, CEHL, having executed a deed of irrevocable undertaking in favour of Ms Duanmu (as the lead investor) to vote in favour of the Transaction Resolutions at the general meeting of the Company;
- (v) none of the New Investment Agreements having been terminated, or any party to any one of the New Investment Agreements having threatened to terminate the New Investment Agreements, or threatened to or refused to perform any of its obligations under the New Investment Agreements;

---

## LETTER TO SHAREHOLDERS

---

- (vi) the resumption of trading of the Company's shares on the Mainboard of the SGX-ST, and the trading of the Company's Shares on the Mainboard of SGX-ST not being halted or suspended on or before the Completion Date;
- (vii) the Company obtaining such approval(s) from its board of Directors in connection with the New Investment Agreements and the transactions contemplated therein as may be necessary, and such approval(s) not having been withdrawn or amended, on or before the Completion Date;
- (viii) no injunction, notice or other order, legal or regulatory restraint, prohibition or condition preventing or restricting the consummation and implementation of the New Investment (or any of the proposed acts or transaction relation to the New Investment), or any part thereof, having been issued by any Governmental Authority (defined below) or by any court of competent jurisdiction, and remaining in effect as at the Completion Date;
- (ix) the representations and warranties of the Company in the relevant Placement Agreement being true, accurate, and correct as of the date of such relevant Placement Agreement and as if repeated on and as of the Completion Date, with reference to the then existing circumstances and the Company having performed in all of its obligations therein to be performed on or before the Completion Date, except to the extent any such representation or warranty expressly relates to an earlier date (in which case as of such earlier date);
- (x) the representations and warranties of each relevant Investor in the relevant Placement Agreement being true, accurate, and correct as of the date of such relevant Placement Agreement and as if repeated on and as of the Completion Date, with reference to the then existing circumstances and the Investor having performed in all of its obligations therein to be performed on or before the Completion Date, except to the extent any such representation or warranty expressly relates to an earlier date (in which case as of such earlier date); and
- (xi) there having occurred no Material Adverse Event, or any development reasonably likely to involve a prospective Material Adverse Event, in the financial condition, prospects, earnings, business, undertakings, assets or properties of the Group, whether or not arising from transactions in the ordinary course of business subsequent to the date of the relevant Placement Agreement.

2.5.3 The key terms of the Placement Agreements entered into with Mr Ong and Mr Lim are as follows:

- (a) At Completion:

Subject to the fulfilment of the conditions precedent:

- (i) each relevant Investor shall pay its subscription consideration by issuing a written confirmation to the Company that:

---

## LETTER TO SHAREHOLDERS

---

- (1) the principal amount of each WC Loan amounting to S\$200,000 shall be capitalised for the purpose of payment of the subscription consideration;
- (2) upon the allotment and issuance of the relevant Subscription Shares to or to the account of the relevant Investor (as the case may be):
  - (A) all accrued interest on the WC Loans (defined below) shall be waived in full absolutely and immediately; and
  - (B) the relevant Investor shall have no further claims arising from or in connection with the respective working capital loan agreements;
- (ii) the Company shall, in exchange for and subject to the fulfilment by each relevant Investor of its obligations at Completion:
  - (1) (if applicable) in the event that such Investor notifies the Company of its Direct Account (or its securities account maintained with the Depository Agent) at least six (6) Business Days before Completion, the Company shall allot and issue the relevant Subscription Shares to CDP for the account of such Investor (or to the securities account of the Depository Agent notified by such Investor to the Company), instruct CDP to credit the relevant Subscription Shares into the Direct Account of such Investor (or the securities account of the Depository Agent notified by such Investor to the Company), and despatch to CDP, through the Share Registrar, the share certificate(s) in respect of the relevant Subscription Shares and all other documents required by CDP and/or the Share Registrar (as the case maybe) for such purpose;
  - (2) (if applicable) in the event that such Investor does not notify the Company of its Direct Account of the Investor (or its securities account maintained with the Depository Agent) at least six (6) Business Days before Completion, the Company shall allot and issue the relevant Subscription Shares to such Investor and despatch to such Investor, through the Share Registrar, the share certificate(s) in respect of the relevant Subscription Shares by ordinary post to the address provided by such Investor at pursuant to the relevant Placement Agreement and at the risk of such Investor;
  - (3) provide to such Investor a copy of the documentation evidencing the in-principle approval of the SGX-ST being obtained for the Listing and Quotation on the Mainboard of the SGX-ST; and
  - (4) provide to such Investor a certified true copy of the Subscription Shares Resolution.
- (b) Conditions Precedent to Completion:

The issue of Subscription Shares is conditional upon, *inter alia*:

---

## LETTER TO SHAREHOLDERS

---

- (i) the necessary approvals from all relevant Governmental Authorities having authority over the Company having been obtained, and not having been withdrawn or revoked (if applicable), including without limitation the following:
  - (1) to the extent required by the SGX-ST, the approval from the SGX-ST of any circular that is required to be released by the Company on the SGXNET in connection with the completion of the New Investment;
  - (2) the relevant approval in-principle from the SGX-ST being obtained for the Listing and Quotation of the relevant Subscription Shares and such relevant approval not having been revoked or amended as at the Completion Date, and if the approval is granted subject to conditions, such conditions being reasonably acceptable to the Company, and to the extent that any conditions for the Listing and Quotation are required to be fulfilled on or before the Completion Date, they are so fulfilled;
- (ii) the approval of the Independent Shareholders or the Shareholders (as the case may be) of the following having been obtained at a general meeting of the Company for:
  - (1) the Transaction Resolutions; and
  - (2) any other corporate action(s) as may be required by law or the Mainboard Rules or in connection with the transactions contemplated by the relevant Placement Agreement as may be necessary;
- (iii) the majority shareholder of the Company, CEHL, having executed a deed of irrevocable undertaking in favour of Ms Duanmu (as the lead investor) to vote in favour of the Transaction Resolutions at the general meeting of the Company;
- (iv) none of the New Investment Agreements having been terminated, or any party to any one of the New Investment Agreements having threatened to terminate the New Investment Agreements, or threatened to or refused to perform any of its obligations under the New Investment Agreements;
- (v) the resumption of trading of the Company's shares on the Mainboard of the SGX-ST, and the trading of the Company's Shares on the Mainboard of SGX-ST not being halted or suspended on or before the Completion Date;
- (vi) the Company obtaining such approval(s) from its board of Directors in connection with the New Investment Agreements and the transactions contemplated therein as may be necessary, and such approval(s) not having been withdrawn or amended, on or before the Completion Date;
- (vii) no injunction, notice or other order, legal or regulatory restraint, prohibition or condition preventing or restricting the consummation and implementation of the New Investment (or any of the proposed acts or transaction relation to the New Investment), or any part thereof, having been issued by any

---

## LETTER TO SHAREHOLDERS

---

Governmental Authority or by any court of competent jurisdiction, and remaining in effect as at the Completion Date;

- (viii) the representations and warranties of the Company in the relevant Placement Agreement being true, accurate, and correct as of the date of such relevant Placement Agreement and as if repeated on and as of the Completion Date, with reference to the then existing circumstances and the Company having performed in all of its obligations therein to be performed on or before the Completion Date, except to the extent any such representation or warranty expressly relates to an earlier date (in which case as of such earlier date);
- (ix) the representations and warranties of each relevant Investor in the relevant Placement Agreement being true, accurate, and correct as of the date of such relevant Placement Agreement and as if repeated on and as of the Completion Date, with reference to the then existing circumstances and the Investor having performed in all of its obligations therein to be performed on or before the Completion Date, except to the extent any such representation or warranty expressly relates to an earlier date (in which case as of such earlier date); and
- (x) there having occurred no Material Adverse Event, or any development reasonably likely to involve a prospective Material Adverse Event, in the financial condition, prospects, earnings, business, undertakings, assets or properties of the Group, whether or not arising from transactions in the ordinary course of business subsequent to the date of the relevant Placement Agreement.

### 2.6 Salient terms of the Convertible Bond Subscription Agreement

2.6.1 Pursuant to the Convertible Bond Subscription Agreement and subject to the terms and conditions of the Convertible Bond Subscription Agreement:

- (a) the Lead Investor agrees to subscribe for the Bonds in the principal amount of S\$700,000 on the Completion Date and the Company shall issue and deliver to or to the order of the Lead Investor the Bonds;
- (b) Mr Chen agrees to subscribe for the Bonds in the principal amount of S\$900,000 on the Completion Date and the Company shall issue and deliver to or to the order of Mr Chen the Bonds; and
- (c) Ms Liu agrees to subscribe for the Bonds in the principal amount of S\$900,000 on the Completion Date and the Company shall issue and deliver to or to the order of Ms Liu the Bonds.

2.6.2 The key terms of the Convertible Bond Subscription Agreement are as follows:

- (a) At Completion:

Subject to the fulfilment of the conditions precedent:

- (i) each relevant Investor shall, against compliance by the Company of its obligations at Completion, transfer its subscription price to the bank account

---

## LETTER TO SHAREHOLDERS

---

nominated by the Company and notified to such Investor in writing. For the avoidance of doubt, the subscription price shall only be deemed to have been paid by the relevant Investor upon written confirmation by the Company that it has received such subscription price. The transfer of the subscription price to the Company shall be made free of any foreign exchange commissions, remittance charges or other deductions. In the event that any foreign exchange commissions, remittance charges or other deductions are required to be made, each relevant Investor shall bear such deductions and ensure that the amounts received by the Company shall in aggregate be equivalent to the subscription price set out in the Convertible Bond Subscription Agreement;

- (ii) the Company shall deliver, against compliance by the Investors with their respective obligations, at Completion:
  - (1) a certified true copy of the resolutions passed by the directors of the Company to authorise the allotment and issuance by the Company of the Bonds and the Conversion Shares upon the conversion of the Bonds in accordance with the provisions of the Convertible Bond Subscription Agreement, the registration of the Investors in the books of the Company in respect of the Bonds and the issuance of the bond certificate(s) in respect of the Bonds in the form or substantially in the form set out in Schedule 1 of the Convertible Bond Subscription Agreement; and
  - (2) the bond certificates in respect of the Bonds.

(b) Conditions Precedent to Completion:

The issue of the Bonds is conditional upon, *inter alia*:

- (i) each relevant Investor having delivered such documentary evidence (in such form and manner that the Company in its absolute discretion may require) to the Company to satisfy the Company (in the absolute discretion of the Company) that such Investor have and will on Completion have sufficient financial resources to fully satisfy the subscription price that it is obliged to pay pursuant to the Convertible Bond Subscription Agreement;
- (ii) the necessary approvals from all relevant Governmental Authorities having authority over the Company having been obtained, and not having been withdrawn or revoked (if applicable), including without limitation the following:
  - (1) to the extent required by the SGX-ST, the approval from the SGX-ST of any circular that is required to be released by the Company on the SGXNET in connection with the completion of the New Investment;
  - (2) the relevant approval in-principle from the SGX-ST being obtained for the Listing and Quotation of the Conversion Shares and such relevant approval not having been revoked or amended as at the Completion Date, and if the approval is granted subject to conditions, such conditions being reasonably acceptable to the Company, and to the

---

## LETTER TO SHAREHOLDERS

---

extent that any conditions for the Listing and Quotation are required to be fulfilled on or before the Completion Date, they are so fulfilled;

- (iii) the approval of the Independent Shareholders or the Shareholders (as the case may be) of the following having been obtained at a general meeting of the Company for:
  - (1) the Transaction Resolutions; and
  - (2) any other corporate action(s) as may be required by law or the Mainboard Rules of the SGX-ST or in connection with the transactions contemplated by the Convertible Bond Subscription Agreement as may be necessary;
- (iv) the majority shareholder of the Company, CEHL, having executed a deed of irrevocable undertaking in favour of Ms Duanmu (as the lead investor) to vote in favour of the Transaction Resolutions at the general meeting of the Company;
- (v) none of the New Investment Agreements having been terminated, or any party to any one of the New Investment Agreements having threatened to terminate the New Investment Agreements, or threatened to or refused to perform any of its obligations under the New Investment Agreements;
- (vi) the resumption of trading of the Company's shares on the Mainboard of the SGX-ST, and the trading of the Company's Shares on the Mainboard of SGX-ST not being halted or suspended on or before the Completion Date;
- (vii) the Company obtaining such approval(s) from its board of Directors in connection with the Convertible Bond Subscription Agreement and the transactions contemplated herein as may be necessary, and such approval(s) not having been withdrawn or amended, on or before the Completion Date;
- (viii) no injunction, notice or other order, legal or regulatory restraint, prohibition or condition preventing or restricting the consummation and implementation of the New Investment (or any of the proposed acts or transaction relation to the New Investment), or any part thereof, having been issued by any Governmental Authority or by any court of competent jurisdiction, and remaining in effect as at the Record Date;
- (ix) the representations and warranties of the Company in the Convertible Bond Subscription Agreement being true, accurate, and correct as of the date of the Convertible Bond Subscription Agreement and as if repeated on and as of the Completion Date, with reference to the then existing circumstances and the Company having performed in all of its obligations herein to be performed on or before the Completion Date, except to the extent any such representation or warranty expressly relates to an earlier date (in which case as of such earlier date);
- (x) the representations and warranties of each Investor in the Convertible Bond Subscription Agreement being true, accurate, and correct as of the date of the

---

## LETTER TO SHAREHOLDERS

---

Convertible Bond Subscription Agreement and as if repeated on and as of the Completion Date, with reference to the then existing circumstances and each Investor having performed in all of its obligations herein to be performed on or before the Completion Date, except to the extent any such representation or warranty expressly relates to an earlier date (in which case as of such earlier date); and

- (xi) there having occurred no Material Adverse Event, or any development reasonably likely to involve a prospective Material Adverse Event, in the financial condition, prospects, earnings, business, undertakings, assets or properties of the Group, whether or not arising from transactions in the ordinary course of business subsequent to the date of the Convertible Bond Subscription Agreement.

(c) Status:

The Bonds constitute and will at all times hereafter constitute, direct, unconditional, unsubordinated and unsecured obligations of the Company and rank *pari passu* among themselves and rank at least equally to all other present and future unsecured and unsubordinated obligations of the Company, including employees, but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

In the event of a liquidation or winding up of the Company, the Bondholders shall rank in priority over shareholders of the Company, in the repayment process with respect to any net proceeds arising from the liquidation of the Company.

(d) Interest:

No interest shall accrue or be payable on the Bonds.

(e) Payments and Redemption:

The Company will not, directly or indirectly, purchase or (save as otherwise required pursuant to Paragraphs 2.6.2(f) or 2.6.2(g) below) redeem the Bonds.

(f) Conversion:

- (i) *Conversion Right:* Subject as provided in the Convertible Bond Subscription Agreement and the terms and conditions of the Bonds, at any time during the Conversion Period (defined below), each Bondholder (defined below) shall have the right, by giving at least 7 Business Days' notice (the "**Conversion Notice**") to the Company to convert all or part (subject to a minimum amount of S\$100,000 and in integral multiples of S\$100,000) of the Bonds registered in their name into fully paid ordinary shares of the Company (the "**Conversion Right**"), which shall rank *pari passu* in all respects with the outstanding ordinary shares for the time being in the capital of the Company, with the right to participate in full in all dividends resolved to be paid or paid on the ordinary shares after the Conversion Date whether or not such dividends are resolved or paid wholly or in part in respect of the period prior to the Conversion Date. Notwithstanding the foregoing, unless previously converted, all outstanding



---

## LETTER TO SHAREHOLDERS

---

Bonds shall be automatically and mandatorily converted on the Mandatory Conversion Date.

- (ii) *Conversion Ratio*: The maximum number of ordinary shares to be issued on the conversion of all of the Bonds will, subject to the terms and conditions of the Conversion Bond Subscription Agreement, be 50,000,000 based on the following formula (the “**Conversion Ratio**”):

$$A = \frac{B}{C}$$

Where:

A = the number of ordinary shares to be issued on the conversion of the Bonds

B = the principal amount of the Bonds

C = the conversion price of S\$0.05

- (iii) *Fractions of Shares*: Fractions of shares will not be issued on conversion and no cash adjustments will be made in respect thereof.
- (iv) *Mandatory Conversion*: If any Bonds are outstanding on Mandatory Conversion Date, all Bonds then outstanding shall be mandatorily and automatically converted and neither the Bondholders holding such Bonds nor the Company will be required to complete, execute or submit any Conversion Notice or deposit or deliver any other notice to this effect but Bondholders holding such Bonds shall be required to, *inter alia*, complete and submit at its own expense during normal business hours at the registered office of the Company a duly completed notice of security account (a “**Security Account Notice**”) and deposit at its own expense during normal business hours at the registered office of the Company the relevant Certificate.
- (v) *Restrictions on Conversion in connection with Mandatory Takeover Obligation*: Notwithstanding anything to the contrary in the Convertible Bond Subscription Agreement or the terms and conditions of the Bonds:
- (1) no Bondholder shall be entitled to exercise the Conversion Right if and to the extent that the conversion of the Bond in accordance with the Convertible Bond Subscription Agreement or the terms and conditions of the Bonds would require a person, or such persons, to extend offers to holders of the any class of share capital of the Company which carries votes pursuant to rule 14 of the Code; and
  - (2) in the event that the Company is of the view that the mandatory and automatic conversion of all Bonds outstanding on the Mandatory Conversion Date will result in a Bondholder (or such person that the Bondholder has nominated to receive such Shares, if so entitled in

---

## LETTER TO SHAREHOLDERS

---

accordance with the terms and conditions of the Convertible Bond Subscription Agreement or the terms and conditions of the Bonds) upon the conversion of the Bond to be required to extend offers to holders of the any class of share capital of the Company which carries votes pursuant to rule 14 of the Code, the Company shall in the notice of Mandatory Conversion Date to the Bondholders in accordance with condition 10 of the terms and conditions of the Bonds inform such Bondholder that the Bond(s) recorded in its name in the Register of Bondholders shall only be mandatorily and automatically be converted to the extent that it will not require the Bondholder (or such person that the Bondholder has nominated to receive such Shares, if so entitled in accordance with the terms and conditions of the Convertible Bond Subscription Agreement or the terms and conditions of the Bonds) to extend offers to holders of the any class of share capital of the Company which carries votes pursuant to rule 14 of the Code, and if the Bondholder does not, prior to the deadline to submit the Security Account Notice, complete the of transfer the Bonds that will not be mandatorily and automatically convert to any person the conversion of which will not require a person, or such persons, to extend offers to holders of the any class of share capital of the Company which carries votes pursuant to rule 14 of the Code, the Company shall be entitled to redeem the Bonds that will not be mandatorily and automatically converted on Mandatory Conversion Date at the issue price of such Bonds.

- (vi) *Restrictions on Conversion in connection with the Public Float Requirement* (as inserted pursuant to the CBSA Side Letter): Notwithstanding anything to the contrary in the Convertible Bond Subscription Agreement or the terms and conditions of the Bonds:
- (1) no Bondholder shall be entitled to exercise the Conversion Right if and to the extent that the conversion of the Bond in accordance with the Convertible Bond Subscription Agreement or the terms and conditions of the Bonds would result in the Company being in breach of the public float requirement as prescribed the Mainboard Rules, in particular, Rule 723 (the “**Public Float Requirement**”); and
  - (2) in the event that the Company is of the view that the mandatory and automatic conversion of all Bonds outstanding on the Mandatory Conversion Date will result in the Company breaching the Public Float Requirement, the Company shall in the notice of Mandatory Conversion Date to the Bondholders in accordance with condition 10 of the terms and conditions of the Bonds, inform such Bondholder that the Bond(s) recorded in its name in the Register of Bondholders shall only be mandatorily and automatically be converted to the extent that it will not result in the Company breaching the Public Float Requirement, and if the Bondholder does not, prior to the deadline to submit the Security Account Notice, complete a transfer of the Bonds such that such that the mandatory and automatic conversion does not result in the Company breaching the Public Float Requirement, the

---

## LETTER TO SHAREHOLDERS

---

Company shall be entitled to redeem the Bonds that will not be mandatorily and automatically converted on Mandatory Conversion Date at the issue price of such Bonds.

(g) Events of Default:

If, at any time before the Mandatory Conversion Date:

- (i) *Breach of Obligation:* the Company fails to observe or perform any of its obligations under or in respect of the terms and conditions of the Convertible Bond Subscription Agreement or the Bonds (except in respect of the payment of any principal, interest or other amount payable in respect of the Bonds) which default is incapable of remedy or, if capable of remedy, is not remedied to the Bondholders' satisfaction within 30 days after written notice requiring such default to be remedied shall have been given by the Bondholder to the Company;
- (ii) *Enforcement Proceedings:* an encumbrancer takes possession of, or forecloses on or a trustee, receiver or similar officer is appointed in respect of, all or a substantial part of the business or a substantial part of the assets of the Company and is not discharged within 30 days of being levied, enforced or sued out;
- (iii) *Illegality:* it is or will become unlawful for the Company to perform or comply with any one or more of its obligations under or in respect of the provisions of the Convertible Bond Subscription Agreement or the terms and conditions of the Bonds;
- (iv) *Order for Winding Up or Receivership:* an order is made or a resolution is passed for the winding up, dissolution or receivership of the Company;
- (v) *Cessation of Business:* the Company ceases or threatens to cease to carry on its business; or
- (vi) *Disposal of Assets:* the Company without the prior written consent of the Investors sells or otherwise disposes of the whole of its undertaking or assets,

then at once or at any time thereafter the occurrence of the any one of the foregoing events but prior the Mandatory Conversion Date, the Bondholders, may, by notice to the Company, request the Company to redeem all its Bonds, whereupon the Company shall forthwith within 7 days of the Bondholders' notice, redeem all the Bondholders' Bonds at the issue price of such Bonds.

(h) Adjustments to Conversion Price:

If the following events occur:

- (i) a consolidation of the Shares; or
- (ii) a sub-division of the Shares,

---

## LETTER TO SHAREHOLDERS

---

the then applicable Conversion Price shall be adjusted such that in respect of any conversion into Conversion Shares, the Bondholder shall on conversion receive such number of Conversion Shares as it would have been entitled to receive had the Bonds been converted immediately prior to such event.

**For illustrative purposes in this Circular only**, in the event of such consolidation or sub-division of the Shares, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such consolidation or sub-division by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of Shares in issue immediately before such consolidation or sub-division, as the case may be; and

B is the aggregate number of Shares in issue immediately after such consolidation or sub-division, as the case may be.

- (i) Transfer: A Bond may only be transferred with the prior written consent of the Company (such consent not to be unreasonably withheld). A Bond may be transferred by depositing the Certificate issued in respect of that Bond together with a transfer form substantially in the form annexed to the Convertible Bond Subscription Agreement, which is duly completed and signed by both the transferor and the transferee, at the Company's registered address.
- (j) Modification: Without prejudice to any other provision in the Convertible Bond Subscription Agreement, any material alteration to the terms of the Bonds after the issue of the Bonds to the advantage of the Bondholders and prejudicial to the Shareholders must be approved by the Shareholders in general meeting, except where the alterations are made pursuant to the terms of the Bonds.
- (k) Notice of Mandatory Conversion Date: The Company shall, not later than one (1) month before the Mandatory Conversion Date, give notice to the Bondholders in accordance with the Convertible Bond Subscription Agreement, of the Mandatory Conversion Date. The Company shall also, not later than one (1) month before the Mandatory Conversion Date, take reasonable steps to notify the Bondholders in writing of the Mandatory Conversion Date and such notice shall be delivered by post to the addresses of the Bondholders as recorded in the Register of Bondholders.
- (l) Undertaking regarding disposal of assets: Until the successful completion of the subscription for the Bonds, the Company shall, save as otherwise required to carry out such subscription, the New Investment and/or as consented to by the Bondholders, up to the date of termination of the Convertible Bond Subscription Agreement, not sell, lease, dispose of, or agree to sell, lease or dispose of, all or any of its legal or beneficial interest in any of its business, undertakings or assets or in any other entity in which it has an interest, or create or agree to create any other encumbrance over any part of its business, undertakings or assets, except in each case in the ordinary course of

---

## LETTER TO SHAREHOLDERS

---

business and in the case of leases and/or leasing arrangements executed before the Convertible Bond Subscription Agreement.

### 2.7 Salient terms of the Termination Letter Agreement

2.7.1 The key terms of the Termination Letter Agreement are as follows:

- (a) the Terminated Placement Agreement is irrevocably and unconditionally terminated in all respects as of the date of the Termination Letter Agreement; and
- (b) each of the Company and Ms Liu Xiaohua irrevocably and unconditionally releases and discharges the other party, their respective principals, directors, shareholders, officers, employees, attorneys and agents, their heirs, executors, administrators, successors and assigns (collectively, the “**Releasees**”), jointly and severally, from any and all claims, actions, causes of action, obligations, liabilities, judgments, suits, debts, attorneys’ fees, costs, sums of money, whatsoever in law, or in equity, which against the Releasees, the first-mentioned party, its heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever and whensoever arising from or in connection with the Terminated Placement Agreement.

### 2.8 Salient terms of the PA Side Letter Agreement

2.8.1 The key terms of each PA Side Letter Agreement are as follows:

- (a) Waiver of general undertaking in relation to, *inter alia*, the issuance of shares pursuant to the New Placement Agreement in Clause 5.1(b)(vi) of the relevant Original Placement Agreement:
  - (i) each of Ms Duanmu, Mr Chen, Mr Ong and Mr Lim acknowledges and agrees that the New Placement Agreement had been entered into on substantially the same terms as the Terminated Placement Agreement, save with the corresponding amendments made in the New Placement Agreement to incorporate the amendments set out in the relevant PA Side Letter Agreement and with editorial amendments, where necessary, in the context of the New Placement Agreement; and
  - (ii) each of Ms Duanmu, Mr Chen, Mr Ong and Mr Lim further irrevocably and unconditionally warrants and undertakes that it shall not exercise or purport to exercise (whether partially or otherwise) any rights, remedies, power, privilege or claims against the Company in respect of the Company’s entry into the New Placement Agreement, including without limitation, the right contained in Clause 5.1(b)(vi) of the relevant Original Placement Agreement.
- (b) Waiver of termination right in relation to the Terminated Placement Agreement in Clause 9.1(j) of the relevant Original Placement Agreement:
  - (i) each of Ms Duanmu, Mr Chen, Mr Ong and Mr Lim acknowledges that Terminated Placement Agreement had been terminated on 6 February 2024;
  - (ii) notwithstanding such termination, each of Ms Duanmu, Mr Chen, Mr Ong and Mr Lim waives all rights, remedies, power, privilege or claims against the

---

## LETTER TO SHAREHOLDERS

---

Company in respect of the Terminated Placement Agreement, including without limitation, the right contained in Clause 9.1(j) of the relevant Original Placement Agreement; and

- (iii) each of Ms Duanmu, Mr Chen, Mr Ong and Mr Lim further irrevocably and unconditionally warrants and undertakes that it shall not exercise or purport to exercise (whether partially or otherwise) any rights, remedies, power, privilege or claims against the Company in respect of the Terminated Placement Agreement, including without limitation, the right contained in Clause 9.1(j) of the relevant Original Placement Agreement.

### 2.9 Salient terms of the CBSA Side Letter Agreement

(a) Waiver of general undertaking in relation to, *inter alia*, the issuance of shares pursuant to the New Placement Agreement in Clause 5.1(b)(vi) of the Convertible Bond Subscription Agreement:

- (i) each of Ms Duanmu, Mr Chen and Ms Liu acknowledges and agrees that the New Placement Agreement had been entered into on substantially the same terms as the Terminated Placement Agreement, save with the corresponding amendments made in the New Placement Agreement to incorporate the amendments set out in the relevant PA Side Letter Agreement and with editorial amendments, where necessary, in the context of the New Placement Agreement; and
- (ii) each of Ms Duanmu, Mr Chen and Ms Liu further irrevocably and unconditionally warrants and undertakes that it shall not exercise or purport to exercise (whether partially or otherwise) any rights, remedies, power, privilege or claims against the Company in respect of the Company's entry into the New Placement Agreement, including without limitation, the right contained in Clause 5.1(b)(vi) of the Convertible Bond Subscription Agreement.

(b) Waiver of termination right in relation to the Terminated Placement Agreement in Clause 8.1(j) of the Convertible Bond Subscription Agreement:

- (i) each of Ms Duanmu, Mr Chen and Ms Liu acknowledges that Terminated Placement Agreement had been terminated on 6 February 2024;
- (ii) notwithstanding such termination, each of Ms Duanmu, Mr Chen and Ms Liu waives all rights, remedies, power, privilege or claims against the Company in respect of the Terminated Placement Agreement, including without limitation, the right contained in Clause 8.1(j) of the Convertible Bond Subscription Agreement; and
- (iii) each of Ms Duanmu, Mr Chen and Ms Liu further irrevocably and unconditionally warrants and undertakes that it shall not exercise or purport to exercise (whether partially or otherwise) any rights, remedies, power, privilege or claims against the Company in respect of the Terminated Placement Agreement, including without limitation, the right contained in Clause 8.1(j) of the Convertible Bond Subscription Agreement.

---

## LETTER TO SHAREHOLDERS

---

(c) New Condition 6(j) to the Terms and Conditions of the Bonds

*Restrictions on Conversion in connection with the Public Float Requirement:* The Company and the Bondholders agree that a new Condition 6(j) shall be included into the terms and conditions of the Bonds, which provides that:

- (i) no Bondholder shall be entitled to exercise the Conversion Right if and to the extent that the conversion of the Bond in accordance with the Convertible Bond Subscription Agreement or the terms and conditions of the Bonds would result in the Company being in breach of the Public Float Requirement; and
- (ii) in the event that the Company is of the view that the mandatory and automatic conversion of all Bonds outstanding on the Mandatory Conversion Date will result in the Company breaching the Public Float Requirement, the Company shall in the notice of Mandatory Conversion Date to the Bondholders in accordance with condition 10 of the terms and conditions of the Bonds, inform such Bondholder that the Bond(s) recorded in its name in the Register of Bondholders shall only be mandatorily and automatically be converted to the extent that it will not result in the Company breaching the Public Float Requirement, and if the Bondholder does not, prior to the deadline to submit the Security Account Notice, complete a transfer of the Bonds such that such that the mandatory and automatic conversion does not result in the Company breaching the Public Float Requirement, the Company shall be entitled to redeem the Bonds that will not be mandatorily and automatically converted on Mandatory Conversion Date at the issue price of such Bonds.

### 2.10 **Payment of consideration by the respective Investors**

Except in the case of Mr Ong and Mr Lim, who are capitalising their respective WC Loans, all the Investors will be paying for their respective Subscription Shares and/or Bonds (as the case may be) fully by way of cash. For more information on the capitalisation of the WC Loans, please refer to Paragraph 2.12.1 below.

### 2.11 **The Subscription Shares and the Conversion Shares**

The Subscription Shares and the Conversion Shares, when issued and delivered, will be free from all pre-emption rights, charges, liens and other encumbrances and with all rights and benefits attaching thereto and shall rank *pari passu* in all respects with the Shares existing as at the date of the issuance of the Subscription Shares and the Conversion Shares save for dividends, rights, allotments or other distributions, the record date of which falls on or before the date of allotment and issuance of all of the Subscription Shares or the Conversion Shares (as the case may be).

### 2.12 **Use of the Investment Proceeds**

- 2.12.1 The estimated amount to be raised, assuming (a) the allotment and issuance to the relevant Investors of the Shares pursuant to the Placement Agreements and (b) the issuance of the Bonds to the relevant Investors pursuant to the Convertible Bond Subscription Agreement, would be approximately S\$5,500,000 (the “**Investment Proceeds**”). The Company intends to use the Investment Proceeds for the following purposes:

## LETTER TO SHAREHOLDERS

Use of Investment Proceeds	Approximate Amount	Estimated percentage of Investment Proceeds
Repayment of Outstanding Principal Amount owed by the Company to QRH <sup>(1)</sup>	S\$3,230,000	58.73%
Capitalisation of other working capital loans <sup>(2)</sup>	S\$400,000	7.27%
General working capital needs <sup>(3)(4)</sup>	S\$1,870,000	34.00%

**Notes:**

- (1) Further details are set out in Paragraphs 2.12.4 and 2.12.5 of this Circular.
- (2) As at the date of this Circular, the Company owes an aggregate principal amount of S\$400,000 to Mr Ong and Mr Lim as working capital loans (“**WC Loans**”). The proposed placement to Mr Ong and Mr Lim is in lieu of cash repayment by the Company to Mr Ong and Mr Lim for the outstanding amounts under the WC Loans, and accordingly no cash proceeds will be received from Mr Ong and Mr Lim for the proposed placements to them. Further details are set out in Paragraph 2.5.3 of this Circular. Further details on the salient terms of the WC Loans are also set out in Paragraph 2.12.2 of this Circular.
- (3) Including but not limited to the general overheads and operational expenses the Company and the Group, including the payment of salaries, purchase of goods and other operating expenses.
- (4) As at the date of this Circular, one of the Investors, Ms Duanmu, had agreed to advance an amount of S\$250,000 from the Escrow Funds (defined below) prior to Completion of the New Investment as a non-interest bearing advance (the “**Advance**”), to be utilised by the Company for working capital purpose. It is intended that the Advance shall be capitalised to constitute part of the subscription price to be paid by Ms Duanmu on Completion.

2.12.2 The terms of the working capital loan agreements (each, a “**WCL Agreement**”) referred to in note 2 of Paragraph 2.12.1 above are substantially the same. The salient terms of each WC Loan are as follows:

Principal Amount	:	S\$200,000
Purpose	:	The Company agrees and undertakes that the WC Loans shall be used for working capital purposes for the Group only.
Interest	:	The WC Loans shall bear interest at the rate of eight per cent (8%) per annum (the “ <b>WCL Interest</b> ”), commencing from the date of drawdown up to (and including) the date of full repayment of the WC Loans.
Default Interest	:	If the Company fails to pay any sums which are due and payable under the relevant WCL Agreement (the “ <b>Unpaid WCL Sums</b> ”), the Company shall pay to the relevant lender a default interest on the Unpaid WCL Sums of twelve percent (12.00%) per annum, for the period from the date of default by the Company until the date of full settlement of the Unpaid WCL Sums.
Repayment (as amended by the WCL Side Letter)	:	Subject always to the events of default in the relevant WCL Agreement, the Company in its sole and absolute discretion shall repay to the relevant lender the Total Indebtedness in one repayment on 31 March 2024, or such other date as may be agreed



## LETTER TO SHAREHOLDERS

<p>Agreements (defined below))</p>	<p>between the parties, (the “<b>Repayment Date</b>”) in either of the following manner:</p> <p>(a) repaying the Total Indebtedness in a single payment on the Repayment Date, or such other date as agreed between the parties; or</p> <p>(b) subject to: (i) the trading in the shares of the Company on the SGX-ST having resumed; and (ii) no event of default having occurred, allotting ordinary shares in the capital of the Company at a price to be agreed by the parties with reference to the applicable listing rules under the Listing Manual for a value equivalent to the Total Indebtedness, or such other date as agreed between the parties.</p> <p>For the purpose of each WCL Agreement, “<b>Total Indebtedness</b>” means the aggregate of the principal sum of the WC Loan (being Singapore Dollars Two Hundred Thousand (S\$200,000)) as well as the WCL Interest accruing pursuant thereto at the prescribed rate and all moneys and liabilities which now are or at any time hereafter that is payable by the Company to the relevant lender in accordance with the terms of the relevant WCL Agreement.</p>
------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2.12.3 On 1 October 2023, the Company had entered into two (2) side letter agreements with Mr Ong and Mr Lim respectively (collectively, the “**WCL Side Letter Agreements**”). As a result of the WCL Side Letter Agreements, the Repayment Date in each WCL Agreement has been agreed to be extended to 31 March 2024, or such other date as may subsequently be agreed between the parties. For the avoidance of doubt, the amendments to the WCL Agreements were strictly limited to extend the Repayment Date.

2.12.4 In respect of the repayment of the Outstanding Principal Amount owed by the Company to QRH, the Company refers to its announcement dated 14 June 2023, where the Company had announced the salient terms of the deed which *inter alia* provided for the termination of the QRH Investment Documents (the “**QRH Deed**”). The QRH Deed was procured by CEHL and granted in favour of CEHL and the Company, which was subsequently delivered to the Company. While the QRH Deed was granted in favour of the Company, the Company was not a signatory to the QRH Deed. Therefore, on 1 March 2024, the Company, CEHL and QRH signed a settlement and termination agreement in connection with, *inter alia*, the termination of the QRH Investment Documents (the “**Settlement and Termination Agreement**”). The Company, CEHL and QRH are signatories to the Settlement and Termination Agreement, and the Settlement and Termination Agreement substantially replicates the terms of the QRH Deed.

2.12.5 The salient terms of the Settlement and Termination Agreement are as follows:

- (a) the Company is expressly entitled to solicit and negotiate the entry into agreements with parties other than QRH (“**Other Investors**”) which entitles the Other Investors to subscribe for Shares or rights to subscribe for or be issued Shares (“**Other Investment**”), whether such rights of subscription or issuance are conditional, unconditional or otherwise, whether contingent, prospective or otherwise, and QRH irrevocably, unconditionally and absolutely waives all rights and benefits that prevents or otherwise restricts the Company from undertaking the foregoing acts or any acts in

---

## LETTER TO SHAREHOLDERS

---

connection to procuring and negotiating the entry by the Company into the Other Investment, whether occurring prior to, on or after the date of the Settlement and Termination Agreement;

- (b) the Company is expressly entitled to enter into any agreement (“**Other Investment Agreements**”) with any Other Investors in respect of any Other Investment, and QRH irrevocably, unconditionally and absolutely waives all rights and benefits that prevents or otherwise restricts the Company from undertaking the foregoing acts or any acts in connection with the entry by the Company into the Other Investment Agreements, whether occurring prior to, on or after the date of the Settlement and Termination Agreement, provided always that the Other Investment Agreements must:
- (i) entitle the Company to receive no less than an amount equivalent to the outstanding principal amount under the First Loan Agreement and the Second Loan Agreement (“**Outstanding Principal Amount**”); and
  - (ii) put the Company in a position to repay (or procure the repayment of) an amount no less than the Outstanding Principal Amount to QRH, by way of payment to a bank account under the name of QRH only, on a date no later than the earliest of the following dates (the “**Repayment Date**”):
    - (1) within five (5) business days from the date on which the shares of the Company resumes trading on the SGX-ST;
    - (2) within five (5) business days from the date on which the shares of Company ceases to be listed on the SGX-ST pursuant to a privatisation offer of the Company by the Other Investor;
    - (3) 29 March 2024, subsequently extended to 31 May 2024 by written agreement amongst the Company, CEHL and QRH; and
  - (iii) no action taken by the Company to solicit, negotiate the entry into, enter into, pursue, progress or take any action taken in connection with completing the Other Investment Agreements that fulfil the criteria set out in Paragraphs 2.12.5(b)(ii)(1) and 2.12.5(b)(ii)(2) above (including without limitation the neglect or failure of the Company to pursue the completion of the Investment Agreement in preference of the Other Investment Agreements that fulfil the criteria set out in Paragraphs 2.12.5(b)(ii)(1) and 2.12.5(b)(ii)(2) above), whether occurring prior to, on or after the date of the Settlement and Termination Agreement, shall constitute a breach of any warranty or provision in the QRH Investment Agreement;
- (c) in the event that the Company enters into Other Investment Agreements that fulfil the criteria set out in Paragraphs 2.12.5(b)(ii)(1) and 2.12.5(b)(ii)(2) above (the “**Termination Event**”), for the period between the occurrence of the Termination Event and (whichever earlier): (i) the Repayment Date; (ii) the termination of the QRH Investment Documents in accordance with Paragraph 2.12.5(d) below; or (iii) the termination of the Other Investment Agreements, QRH:
- (i) undertakes that it will, and procure that its related corporations, associates, affiliates and the respective controllers will take no action which may frustrate or be prejudicial to the successful completion of the Other Investment;

## LETTER TO SHAREHOLDERS

- (ii) undertakes to assist and cooperate with the Company (and its advisors), as they may reasonably request, to facilitate the successful completion of the Other Investment; and
  - (iii) shall not, and shall be estopped from, whether directly or indirectly, enforcing any rights or benefits under or arising from the QRH Investment Documents;
- (d) upon the occurrence of the Termination Event and the payment of the Outstanding Principal Amount to QRH:
- (i) the QRH Investment Documents shall be deemed to be mutually terminated immediately upon the occurrence of the Termination Event;
  - (ii) neither the Company nor QRH shall have any rights or claims against the other party under any provision of the QRH Investment Documents or for any breach by that party prior to the termination of the QRH Investment Documents;
  - (iii) without prejudice to the foregoing, all accrued interest on the loans disbursed pursuant to the First Loan Agreement and the Second Loan Agreement shall be waived in full absolutely and immediately; and
  - (iv) QRH shall take any and all steps and execute all documents in connection with the termination of the QRH Investment Documents (including but not limited to executing any documentation to implement and formalise the termination, and providing any information and/or documentation that the Company may require for the purpose of responding to any query from any regulatory authority and complying with any regulatory action or provision).

2.12.6 As at the date of this Circular, the Outstanding Principal Amount is approximately S\$3,230,000. The Outstanding Principal Amount has been used for the following purposes:

Use of Outstanding Principal Amount	Approximate Amount	Estimated percentage of Outstanding Principal Amount
Expenses in relation to the implementation and completion of the QRH Investment <sup>(1)</sup>	S\$230,000	7.12%
Expenses relating to sales and marketing business initiatives <sup>(2)</sup>	S\$970,000	30.03%
Purchase of healthcare supplements <sup>(3)</sup>	S\$332,000	10.28%
General working capital needs <sup>(4)</sup>	S\$1,698,000	52.57%

**Notes:**

(1) Including but not limited to audit fees.

(2) Please see paragraph 3.5 of the announcement of the Company on 27 December 2021.

(3) Please see the announcement of the Company on 3 March 2022 in respect of the proposed use of proceeds under the Second Loan Agreement.

---

## LETTER TO SHAREHOLDERS

---

(4) Including but not limited to the general overheads and operational expenses the Company and the Group, including the payment of salaries, rental payments, payment to suppliers and professional fees.

2.12.7 The Company will make periodic announcements on the utilisation of the Investment Proceeds as and when the Investment Proceeds are materially disbursed or utilised, and whether such use is in accordance with the percentage allocated in this Circular. The Company will also provide a status report on the use of the Investment Proceeds in the Company's annual report. Where there is any material deviation from the stated use of the Investment Proceeds, the Company will announce the reasons for such deviation. Where the Investment Proceeds are to be used for working capital, the Company will disclose a breakdown with specific details on the use of the Investment Proceeds for working capital in its announcements and annual reports.

2.12.8 Pending deployment of the Investment Proceeds, such proceeds may be deposited with banks and/or financial institutions, invested in short-term money market instruments or debt instruments or used for any other purposes on a short-term basis, as the Directors may, in their absolute discretion, deem fit from time to time.

### 2.13 Additional Listing Application

The Company has, on 2 May 2024, received the approval in-principle (“AIP”) for the listing and quotation of the Subscription Shares and the Conversion Shares from the SGX-ST, subject to the following conditions:

- (a) compliance with the SGX-ST's continuing listing requirements;
- (b) a written undertaking from the Company that it will comply with Listing Rules 740(30) and 1207(20) in relation to the use of the proceeds from the Proposed Placement and where proceeds are to be used for working capital purposes, the Company will disclose a breakdown with specific details on the use of proceeds for working capital in the Company's announcements on use of proceeds and in the annual report;
- (c) a written confirmation from the Company that the Proposed Placement and Bonds do not contravene any laws and regulations governing the Company and the constitution of the Company;
- (d) the Placees and the Bondholders maintaining their investment funds of S\$4.85m in escrow (which excludes the S\$250,000 advance from Ms Duanmu that has been paid out of the escrow account), until completion of the Proposed Placement and Proposed Issuance; and
- (e) the Company sourcing and appointing one (1) additional Independent Director within three (3) months of the listing and quotation of the Subscription Shares and Conversion Shares. Such Independent Director shall be sourced via a third-party independent selection process and shall be subject to SGX-ST's approval.

The AIP is not to be taken as an indication of the merits of the New Investment, the Proposed Placement, the Proposed Issuance, the Subscription Shares, the Bonds, the Conversion Shares, the Company and/or its subsidiaries. The SGX-ST assumes no responsibility for the accuracy of any statements made, opinions expressed or reports contained in this Circular.

---

## LETTER TO SHAREHOLDERS

---

### 2.14 No payment of introducer fee or placement commission

No commission or fee was paid or is payable to CEHL, Mr Yeo Choon Tat, the Lead Investor or UHY HK by the Company with respect to the New Investment Agreements.

### 2.15 Exemption from the prospectus requirement

The New Investment is not underwritten, and no placement agent has been appointed for the New Investment. The New Investment is intended to be made pursuant to the private placement exemption under Section 272B of the Securities and Futures Act 2001 of Singapore (the “**Securities and Futures Act**”). As such, no prospectus or offer information statement will be issued by the Company in connection with the New Investment.

## 3. THE PROPOSED TRANSFERS OF CONTROLLING INTEREST TO MS DUANMU XIAOYI, MR CHEN HAO AND MS LIU JING

3.1 Subject to Paragraph 6 below including without limitation the assumptions for, *inter alia*, the full allotment, issuance and exercise set out therein, for the purposes of illustration, the changes in the shareholding of the Company with respect to the Investors are set out in Appendix A.

3.2 As at the Latest Practicable Date, Ms Duanmu, Mr Chen and Ms Liu are not Shareholders of the Company. As at the Latest Practicable Date, CEHL is the sole Controlling Shareholder of the Company, holding 25,008,120 Shares, representing approximately 83.36% of the issued and paid-up share capital of the Company.

3.3 Assuming full allotment of the Subscription Shares, full conversion of the Bonds and full allotment of the Conversion Shares (with no adjustment of Conversion Price) and assuming no compliance placement(s) have taken place<sup>1</sup>, for the purposes of illustration:

- (a) Ms Duanmu will become a Controlling Shareholder as she will be (directly and deemed) interested in an aggregate of 40,000,007 Shares, representing approximately 28.57% of the enlarged issued share capital of the Company of 140,000,000 Shares.
- (b) Mr Chen will become a Controlling Shareholder as he will be (directly and deemed) interested in an aggregate of 40,000,000 Shares, representing approximately 28.57% of the enlarged issued share capital of the Company of 140,000,000 Shares.
- (c) Ms Liu will become a Controlling Shareholder as she will be (directly and deemed) interested in an aggregate of 22,000,000 Shares, representing approximately 15.71% of the enlarged issued share capital of the Company of 140,000,000 Shares.

3.4 Assuming full allotment of the Subscription Shares and no conversion of the Bonds (and accordingly, no allotment of the Conversion Shares), for the purposes of illustration:

---

<sup>1</sup> Based on the above assumptions, if the Bonds were converted in full and there being no compliance placements prior to such conversion, the Company will not meet the public float requirement as prescribed in Rule 723 of the Mainboard Rules. However, as disclosed in Paragraph 2.9(c) above, there is a restriction in the terms and conditions of the Bonds which restricts Bondholders from exercising their respective Conversion Right if and to the extent that such conversion would result in the Company being in breach of the Public Float Requirement.

---

## LETTER TO SHAREHOLDERS

---

- (a) Ms Duanmu will become a Controlling Shareholder as she will be (directly and deemed) interested in an aggregate of 26,000,007 Shares, representing approximately 28.89% of the enlarged issued share capital of the Company of 90,000,000 Shares.
  - (b) Mr Chen will become a Controlling Shareholder as he will be (directly and deemed) interested in an aggregate of 22,000,000 Shares, representing approximately 24.44% of the enlarged issued share capital of the Company of 90,000,000 Shares.
- 3.5 Rule 803 of the Mainboard Rules provides that an issuer must not issue securities to transfer a controlling interest without prior approval of shareholders in general meeting. Accordingly, the Company will be seeking Shareholders' approval for such transfers of controlling interest to Ms Duanmu, Mr Chen and Ms Liu at the EGM.
- 4. SHAREHOLDERS' APPROVAL UNDER CHAPTER 8 OF THE MAINBOARD RULES**
- 4.1 The Company will not be relying on its existing general share issue mandate approved by Shareholders of the Company by way of an ordinary resolution at the annual general meeting of the Company held on 31 May 2023.
- 4.2 The Company will be seeking specific Shareholders' approval (as detailed below) in relation to the New Investment at the EGM.
- 4.3 CEHL has, on 21 July 2023, furnished to the Company and the Lead Investor a deed of irrevocable undertaking (granted in favour of the Lead Investor) to vote in favour of the Proposed Resolutions at the EGM (the "**CEHL Deed**"). As disclosed, CEHL currently holds 25,008,120 Shares, representing approximately 83.36% of the issued and paid-up share capital of the Company as at the Latest Practicable Date.
- 4.4 The key terms of the CEHL Deed are as follows:
- (a) CEHL will not offer, sell, give, transfer or otherwise dispose of or encumber its current shareholding or any interest therein prior to the completion of the New Investment;
  - (b) CEHL will vote in favour of the Transaction Resolutions in respect of all of its Shares at the general meeting convened by the Company in connection with the New Investment;
  - (c) if it acquires any additional Shares after the date of the CEHL Deed (which may include additional Shares issued or unconditionally allotted to it whether pursuant to any bonus issue, rights issue or distribution of Shares or otherwise on or after the date of the CEHL Deed) (the "**Additional Shares**"), it will vote in favour of the Transaction Resolutions in respect of all Additional Shares at the general meeting convened by the Company in connection with the New Investment;
  - (d) the representations, warranties and undertakings set forth in the CEHL Deed will survive the delivery of all such documents required pursuant to the New Investment and, if applicable, the completion of the New Investment; and
  - (e) the CEHL Deed is unconditional and irrevocable, save that the CEHL Deed shall lapse if any of the New Investment Agreements is terminated.

---

## LETTER TO SHAREHOLDERS

---

### 4.5 Approval in respect of the Proposed Placement and Proposed Issuance

4.5.1 Rule 805 of the Mainboard Rules provides, *inter alia*, that:

*“Except as provided in Rule 806, an issuer must obtain the prior approval of shareholders in general meeting for the following:*

*(1) The issue of shares or convertible securities or the grant of options carrying rights to subscribe for shares of the issuer;”*

4.5.2 As the Company will not be relying on its existing general mandate, specific approval from Shareholders is required pursuant to Rule 805(1) of the Mainboard Rules for the Proposed Placement.

### 4.6 Approval in respect of the Proposed Placement to Ms Duanmu

4.6.1 Rule 804 of the Mainboard Rules provides:

*“Except in the case of an issue made on a pro rata basis to shareholders or a scheme referred to in Part VIII of this Chapter, no director of an issuer, or associate of the director, may participate directly or indirectly in an issue of equity securities or convertible securities unless shareholders in general meeting have approved the specific allotment. Such directors and associates must abstain from exercising any voting rights on the matter. The notice of meeting must state:*

*(1) the number of securities to be allotted to each director and associate;*

*(2) the precise terms of the issue; and*

*(3) that such directors and associates will abstain from exercising any voting rights on the resolution.”*

4.6.2 Rule 812 of the Mainboard Rules further provides, *inter alia*, that:

*“(1) An issue must not be placed to any of the following persons:*

*(a) the issuer’s directors and substantial shareholders;*

*(b) immediate family members of the directors and substantial shareholders;*

*(c) substantial shareholders, related companies (as defined in Section 6 of the Companies Act), associated companies and sister companies of the issuer’s substantial shareholders;*

*(d) corporations in whose shares the issuer’s directors and substantial shareholders have an aggregate interest of at least 10%; or*

*(e) any person who, in the opinion of the Exchange, falls within category (a) to (d).*

*(2) Rule 812(1) will not apply if specific shareholder approval for such a placement has been obtained. The person, and its associates, must abstain from voting on the resolution approving the placement.”*

---

## LETTER TO SHAREHOLDERS

---

4.6.3 As Ms Duanmu is an Executive Director of the Company, she falls within the restricted list of persons as set out in Rule 812(1) of the Mainboard Rules. In accordance with Rules 804 and 812(2) of the Mainboard Rules, specific approval from Shareholders is required for the issue and allotment of any Subscription Shares and Conversion Shares to Ms Duanmu pursuant to the New Investment. Ms Duanmu and her associates must also abstain from voting on the resolutions approving the New Investment.

4.6.4 The Audit Committee of the Company, comprising Mr Tan Keng Keat and Mr Xue Congyan is of the opinion that the New Investment is on normal commercial terms and is not prejudicial to the interests of the Company and its minority shareholders. For the avoidance of doubt, notwithstanding that Ms Liu Xiaohua is a member of the Audit Committee, she had abstained in providing her opinion on:

- (a) at the time of the entry into the Terminated Placement Agreement, the New Investment, including any assessment of her entry into the Terminated Placement Agreement, taking into consideration that several of the Resolutions are inter-conditional; and
- (b) subsequently, the Termination Letter Agreement as well as Ms Liu Jing's entry into the New Placement Agreement, given her interest in the matter.

#### 4.7 **Approval in respect of the proposed transfer of controlling interest to Ms Duanmu, Mr Chen and Ms Liu**

4.7.1 Rule 803 of the Mainboard Rules provides:

*"An issuer must not issue securities to transfer a controlling interest without prior approval of shareholders in general meeting."*

4.7.2 As disclosed in Paragraphs 3.3 to 3.5 above, the Company will be seeking Shareholders' approval for the transfers of controlling interest to Ms Duanmu, Mr Chen and Ms Liu respectively at the EGM.

#### 4.8 **Approval in respect of the Issue Price and Conversion Price**

4.8.1 Rule 811 of the Mainboard Rules provides, *inter alia*, that:

*"(1) An issue of shares must not be priced at more than 10% discount to the weighted average price for trades done on the Exchange for the full market day on which the placement or subscription agreement is signed. If trading in the issuer's shares is not available for a full market day, the weighted average price must be based on the trades done on the preceding market day up to the time the placement agreement is signed.*

*(2) An issue of company warrants or other convertible securities is subject to the following requirements:*

- (a) if the conversion price is fixed, the price must not be more than 10% discount to the prevailing market price of the underlying shares prior to the signing of the placement or subscription agreement.*



---

## LETTER TO SHAREHOLDERS

---

(b) *if the conversion price is based on a formula, any discount in the price-fixing formula must not be more than 10% of the prevailing market price of the underlying shares before conversion.*

(3) *Rule 811(1) and (2) is not applicable if specific shareholder approval is obtained for the issue of shares, company warrants or other convertible securities.”*

4.8.2 As disclosed in Paragraph 2.4 above, the Company will be seeking Shareholders’ approval for the Proposed Placement and the Proposed Issuance at the EGM pursuant to Rule 811(3) of the Mainboard Rules.

### 5. PUBLIC FLOAT REQUIREMENT UNDER RULE 723 OF THE MAINBOARD RULES

5.1 Under Rule 723 of the SGX-ST Listing Manual, the Company must ensure that at least 10% of the total number of issued Shares excluding treasury shares (excluding preference shares and convertible equity securities) in a class that is listed is at all times held by the public. In the event that the Bonds are converted in full and assuming no compliance placements are made prior to such conversion, the Company will not meet the Public Float Requirement.

5.2 The Company wishes to highlight that pursuant to the CBSA Side Letter Agreement, a new condition 6(j) has been included in the terms and conditions of the Bonds, which restricts Bondholders from exercising their respective Conversion Right if and to the extent that such conversion would result in the Company being in breach of the Public Float Requirement.

5.3 The Company may also conduct compliance placements prior to the conversion of the Bonds to ensure that the Company will not be in breach of the Public Float Requirement as a result of the conversion of the Bonds.

### 6. FINANCIAL EFFECTS OF THE NEW INVESTMENT

#### 6.1 Assumptions

6.1.1 It is not possible to determine precisely the financial effects the transactions contemplated in the New Investment Agreements would have on the Company until *inter alia* all the Subscription Shares have been issued and allotted, the Bonds have been converted into Conversion Shares, and the Investment Proceeds have been fully transferred to the Company.

6.1.2 Solely for the purposes of illustration, the Company has set out the financial effects of the transactions contemplated in the New Investment Agreements on the Company’s share capital and Group’s earnings per share and net assets value per share, based on the latest audited consolidated financial statements for the financial year ended 31 January 2023 (“FY2023”).

6.1.3 The financial effects set out below are on the following bases and assumptions (assuming transaction costs are negligible):

(a) the Company’s receipt of the full Investment Proceeds;

(b) the allotment and issuance of:

(i) to Lead Investor, 26,000,007 Subscription Shares at the Issue Price of S\$0.05 per Subscription Share;

## LETTER TO SHAREHOLDERS

- (ii) to Mr Chen, 22,000,000 Subscription Shares at the Issue Price of S\$0.05 per Subscription Share;
  - (iii) to Ms Liu, 4,000,000 Subscription Shares at the Issue Price of S\$0.05 per Subscription Share;
  - (iv) to Mr Ong, 4,000,000 Subscription Shares at the Issue Price of S\$0.05 per Subscription Share;
  - (v) to Mr Lim, 4,000,000 Subscription Shares at the Issue Price of S\$0.05 per Subscription Share;
- (c) the Bonds are fully converted into 50,000,000 Conversion Shares at the Conversion Price of S\$0.05 per Conversion Share (assuming no adjustment to the Conversion Price);
- (d) the full repayment of the Outstanding Principal Amounts under the First Loan Agreement and the Second Loan Agreement and the waiver of all accrued interest on the loans disbursed pursuant to the First Loan Agreement and the Second Loan Agreement;
- (e) the capitalisation of the aggregate principal amount of S\$400,000 under the WC Loans and the waiver of all accrued interest on the WC Loans; and
- (f) no compliance placement(s) are carried out for the purposes of complying with Rule 723 of the Mainboard Rules prior to any conversion of the Bonds,

(collectively, the “**Corporate Actions**”).

### 6.2 Changes in share capital, loss per share and Net Asset Value

Details on the share capital of the Company before and after the Corporate Actions are as follows:

Share Capital	FY2023	After the Corporate Actions
Issued and paid-up share capital (S\$)	14,250,000	19,750,000
Total number of issued shares	29,999,993	140,000,000
Loss per share	FY2023	After the Corporate Actions
Net loss for the year as at FY2023 (S\$) <sup>(1)</sup>	(2,402,000)	(2,046,000) <sup>(2)</sup>
Number of issued shares	29,999,993	140,000,000
Loss per share (cents)	(8.01)	(1.46)
Net asset value (“NAV”) per share	FY2023	After the Corporate Actions
NAV (S\$) <sup>(1)</sup>	(5,736,000)	120,000 <sup>(3)</sup>

---

## LETTER TO SHAREHOLDERS

---

Number of issued shares	29,999,993	140,000,000
NAV per share (cents)	(19.12)	0.09

**Notes:**

- (1) Rounded to the nearest thousand.
- (2) Net loss after completion of the Corporate Actions will decrease by approximately S\$355,000 as a result of the reversal of interest which had been accrued for the purpose of FY2023. Such reversal arises from: (i) waiver of interest (amounting to approximately S\$347,000) arising under the First Loan Agreement and Second Loan Agreement; and (ii) waiver of interest (amounting to approximately S\$8,000) arising under the WC Loans, upon completion of the New Investment (and additionally in respect of the First Loan Agreement and the Second Loan Agreement, upon payment of the Outstanding Principal Amount). For more information on the waivers of such interest amounts, please refer to Paragraphs 2.5.3(a)(i)(2)(A) and 2.12.5(d)(iii) above respectively.
- (3) NAV after completion of the Corporate Actions will increase by approximately S\$5.86 million, arising from an increase in total assets by approximately S\$1.87 million and a decrease in total liabilities of approximately S\$3.99 million. Total assets and total liabilities as at 31 January 2023 were approximately S\$4.206 million and approximately S\$9.942 million respectively. Total assets will increase by approximately S\$1.87 million as a significant portion of the Investment Proceeds (amounting to S\$5.1 million received in cash) will be utilised for the repayment of the Outstanding Principal Amount (amounting to approximately S\$3.23 million), with the remaining of approximately S\$1.87 million being added to total assets. Total liabilities will decrease by approximately S\$3.99 million due to payment of the Outstanding Principal Amount (of approximately S\$3.23 million), waiver of the interest accrued under the First Loan Agreement and Second Loan Agreement (of approximately S\$348,000), capitalization of the WC Loans (of S\$400,000) and waiver of the interest accrued under the WC Loans (of approximately S\$8,000).

6.3 For more information on the Company's latest audited financial figures and the independent auditor's report, Shareholders may refer to the Company's revised annual report for the financial year ended 31 January 2023 released on 18 May 2023.

6.4 In addition to the information disclosed at Paragraph 6.2 above, the Group's unaudited pro forma consolidated financial statements after the New Investment, consisting of the unaudited pro forma consolidated statement of financial position as at 31 January 2023, the unaudited pro forma consolidated statement of comprehensive income for FY2023 and the related notes (the "**Pro Forma Financial Statements**") had been prepared.

6.5 The Company had engaged the services of its auditors, Crowe Horwath First Trust LLP ("**Crowe**"), to review the Pro Forma Financial Statements. Crowe issued a report dated 25 September 2023 on its review of the Pro Forma Financial Statements (the "**PFFS Review Report**"). A copy of the PFFS Review Report with the Pro Forma Financial Statements enclosed therein is attached to this Circular as Annex C. Crowe has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name, the PFFS Review Report (dated 25 September 2023) reproduced in Annex C to this Circular and all references thereto, in the form and context in which they appear in this Circular.

6.6 The Company wishes to highlight, in particular, the following findings from the PFFS Review Report:

- (a) the Pro Forma Financial Statements has been compiled:
- (i) in a manner consistent with the accounting policies adopted by the Group in its latest audited financial statements for FY2023, which are in accordance with Singapore Financial Reporting Standards (International);
  - (ii) on the basis as described in Note 2 of the Pro Forma Financial Statements; and

---

## LETTER TO SHAREHOLDERS

---

- (b) each material adjustment made to the information used in the preparation of the Pro Forma Financial Statements is appropriate for the purpose of preparing such unaudited financial information.

### 7. CONFIRMATION BY THE DIRECTORS

- 7.1 The Directors are of the opinion that, after taking into consideration the present bank facilities available to the Group, the Group's internal resources and operating cash flows, including the ability of the principal subsidiary of the Company, Nature's Farm, to generate sufficient cash flows from its operations, the ongoing financial support from CEHL and undertaking by CEHL to provide additional financial support at the request of the Company's management and proceeds from the New Investment the working capital available to the Group is sufficient to meet its present requirements. The Directors are of the view that the New Investment is beneficial for the Group for the reasons as set out in Paragraph 2.3 above.
- 7.2 The Directors note that the assessment set out in Paragraph 7.1 above is consistent with Note 2 of the financial statements in its Annual Report for the financial year ended 31 January 2023 (the "AR FY23"). The Directors further note that, as disclosed in Note 10 of the financial statements in its AR FY23, a subsidiary of the Group has outstanding bank loan of S\$384,000 and has breached certain bank covenants and defaulted on the repayment of the bank loan since 2019, and that the Group has been making monthly repayments of S\$40,000 to the bank and has repaid an aggregate of S\$480,000 during the financial year ended 31 January 2023. As at the Latest Practicable Date, the Group has fully repaid the principal amount of the bank loan and is in the process repaying the outstanding late fees amounting to approximately S\$135,000 (as at Latest Practicable Date). The Group will be repaying the late fees in instalments, and it is expected that such late fees will be fully repaid before the conclusion of its financial year ending 31 January 2025. As at Latest Practicable Date, the Group has not received any notice from the bank for immediate repayment.
- 7.3 The Directors are further of the opinion that the Group and the Company is able to continue as a going concern for the reasons set out below:
- (a) an amount of S\$4,850,000<sup>2</sup> is held in escrow as a proof of funds for the purpose of the New Investment to be released to the Company (the "Escrow Funds"), subject to the satisfaction of certain conditions, including the resumption of trading of the Company's shares on SGX-ST and the approval of Shareholders being granted at the EGM. Shortly after the release of the Escrow Funds to the Company, the Company plans to utilise approximately S\$3,230,000 to discharge the outstanding principal amount owing to QRH pursuant to the First Loan Agreement and the Second Loan Agreement. Shareholders may refer to the Company's announcement regarding the entry into the New Investment released via SGXNet on 14 June 2023 and the Company's update announcement regarding the New Investment on 6 February 2024, as well as any other subsequent update announcements, for more information;

---

<sup>2</sup> For the avoidance of doubt, the initial amount of the funds held in escrow as a proof of funds for the purpose of the New Investment to be released to the Company was S\$5,100,000. Subsequently, in November 2023, Ms Duanmu, one of the Investors, had agreed to advance an amount of S\$250,000 from the Escrow Funds prior to Completion of the New Investment as a non-interest bearing advance, to be utilised by the Company for working capital purposes. Accordingly, the funds held as Escrow Funds as at the date of this Circular stands at S\$4,850,000.

---

## LETTER TO SHAREHOLDERS

---

- (b) CEHL, the major shareholder (ultimate holding company) having undertaken to provide financial support at the request of the Company's management;
- (c) as at 31 January 2024, a subsidiary of the Group has an outstanding bank loan of S\$9,000 (31 January 2023: S\$384,000) bearing interest rates between 1.56% and 2.71% per annum. As of 19 February 2024, the principal amount of such bank loan has been fully settled; and
- (d) NF, the principal subsidiary of the Group, would generate sufficient cash flows in the next 12 months from its operations to enable it to continue as a going concern.

### 8. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

- 8.1 Please refer to Appendix A to this Circular for indicative shareholding interests of the Directors, Substantial Shareholders, and the Investors immediately prior to and after the New Investment.
- 8.2 None of the Directors and their respective associates, and to the best of the knowledge of the Directors, none of the Substantial Shareholders of the Company, as well as their respective associates, has any interest, whether direct or indirect, in the New Investment (other than in the capacity as Director or Shareholder of the Company, as the case may be), save for the interests of Ms Duanmu (which has been disclosed in this Circular).

### 9. DIRECTORS' RECOMMENDATIONS AND RESPONSIBILITY STATEMENT

#### 9.1 The Proposed Resolutions

The Directors, being Mr Yeo Choon Tat, Mr Tan Keng Keat, Mr Xue Congyan having considered, amongst others:

- (a) the terms and conditions, rationale, intended use of proceeds and financial effects of the New Investment and the Proposed Resolutions;
- (b) shares in the Company having been suspended from trading since 29 March 2019, and the New Investment representing an opportunity for the Company to pursue business initiatives set out in Paragraph 2.12 and be in the position for a resumption of trading;
- (c) the terms of the New Investment (in particular, the Issue Price and Conversion Price) being on better terms for the Company compared to the QRH Investment; and
- (d) all other relevant information set out in this Circular,

are of the opinion that the New Investment and the Proposed Resolutions (including, for the avoidance of doubt, the Proposed Issuance and the proposed transfer of controlling interests) are in the best interests of the Company, and accordingly recommend that Shareholders vote in favour of the proposed resolutions relating thereto as set out in the Notice of EGM. For the avoidance of doubt, notwithstanding that Ms Duanmu Xiaoyi and Ms Liu Xiaohua are Directors, they had abstained in providing any recommendations on the New Investment for good order, taking into consideration that several of the Resolutions are inter-conditional. For the avoidance of doubt and for good order, Ms Liu Xiaohua had also abstained in providing any recommendations in connection with the New Placement Agreement, as the entry into the New Placement Agreement is related to her entry into the Termination Letter Agreement with the Company.

---

## LETTER TO SHAREHOLDERS

---

### 9.2 No regard to specific objectives

Shareholders, in deciding whether to vote in favour of the ordinary resolutions relating to the Proposed Resolutions, should read carefully the terms, rationale for and benefits of the Proposed Resolutions. In giving the above recommendations, the Directors have not had regard to the specific investment objectives, financial situation, tax position or unique needs or constraints of any individual Shareholder. As Shareholders would have different investment objectives, the Directors recommend that any Shareholder who may require specific advice in relation to his or her specific investment objectives or portfolio should consult his or her stockbroker, bank, solicitor, accountant, tax adviser or other professional advisers.

### 9.3 Responsibility Statement

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposed Placement, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading. Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

## 10. ABSTENTION FROM VOTING

In view of Ms Duanmu being an Executive Director of the Company, Ms Duanmu will abstain, and has undertaken to ensure that her Associates will abstain, from voting in respect of the Proposed Resolutions at the EGM. Ms Duanmu shall decline, and shall ensure that her Associates decline, to accept appointment as proxies to vote in respect of the Proposed Resolutions unless the Shareholders concerned have given specific instructions as to the manner in which their votes are to be cast in respect of the Proposed Resolutions.

## 11. EXTRAORDINARY GENERAL MEETING

The EGM will be held on 24 May 2024 at 10.00 a.m. at Spaces Singapore, #04-01, Paya Lebar Quarter 1, 1 Paya Lebar Link, Singapore 408533 for the purpose of considering and, if thought fit, passing with or without amendments, the Proposed Resolutions relating to the New Investment as set out in the Notice of EGM on pages N-1 to N-6 of this Circular.

## 12. ACTION TO BE TAKEN BY SHAREHOLDERS

### 12.1 Appointment of Proxies

- 12.1.1 Shareholders who are unable to attend the EGM and who wish to appoint a proxy to attend and vote at the EGM on their behalf are requested to complete and sign the Proxy Form in accordance with the instructions printed thereon and return it to the Company's registered office at 16 Raffles Quay, #17-03 Hong Leong Building, Singapore 048581 as soon as possible and in any event so as to arrive at the Company's registered office not less than forty-eight (48) hours before the time appointed for holding the EGM.

---

## LETTER TO SHAREHOLDERS

---

12.1.2 The appointment of a proxy by a Shareholder does not preclude him from attending and voting in person at the EGM should he subsequently wish to do so. In such an event, the relevant Proxy Form will be deemed to be revoked.

### 12.2 Depositors

A Depositor will not be regarded as a member of the Company entitled to attend the EGM and to speak and vote thereat unless he is shown to have Shares entered against his name in the Depository Register as certified by CDP to the Company at least 72 hours before the EGM.

### 13. DOCUMENTS FOR INSPECTION

13.1 Copies of the following documents may be inspected at the Company's registered office at 16 Raffles Quay, #17-03, Hong Leong Building, Singapore 048581 during normal business hours for three (3) months from the date of this Circular:

- (a) the Constitution of the Company;
- (b) the Placement Agreements;
- (c) the Convertible Bond Subscription Agreement;
- (d) the PA Side Letter Agreements;
- (e) the CBSA Side Letter Agreement; and
- (f) the Updated Valuation Report.

13.2 Shareholders who wish to inspect these documents at the registered office of the Company are required to send an email request to [enquiry.camsing@naturesfarm.com](mailto:enquiry.camsing@naturesfarm.com) **at least three (3) Business Days in advance** to make a prior appointment to attend at the registered office of the Company to inspect the documents. Shareholders will need to identify themselves by submitting his/her/its full name as it appears on his/her/its CDP share records, contact number and NRIC/Passport/UEN number and state the manner in which he/she/it holds his/her/its Shares in the Company. Upon confirmation of the identity of the Shareholder, the Company will arrange a date when each Shareholder can come to the registered office to inspect accordingly. The inspection of documents will be arranged with each Shareholder to limit the number of people who are present at the registered office at any one point in time.

## APPENDIX A – CHANGE IN SHAREHOLDING INTERESTS

### 1. Assuming full allotment of the Subscription Shares, full conversion of the Bonds and full allotment of the Conversion Shares (with no adjustment to Conversion Price)

	Prior to the Corporate Actions <sup>(1)</sup>			Upon Completion of the Corporate Actions <sup>(2)</sup>		
	Direct Interest	Deemed Interest		Direct Interest	Deemed Interest	
	Number of Shares	% <sup>(3)</sup>	Number of Shares	Number of Shares	% <sup>(3)</sup>	Number of Shares
<b>DIRECTORS</b>						
Duanmu Xiaoyi	–	–	–	40,000,007	28.57%	–
<b>SUBSTANTIAL SHAREHOLDERS (OTHER THAN DIRECTORS)</b>						
Creative Elite Holdings Limited <sup>(4)</sup>	25,008,120	83.36%	–	25,008,120	17.86%	–
Lo Ching	–	–	25,008,120	–	–	25,008,120
<b>THE INVESTORS <sup>(5)</sup></b>						
Chen Hao	–	–	–	40,000,000	28.57%	–
Liu Jing	–	–	–	22,000,000	15.71%	–
Ong Yaw Teh	–	–	–	4,000,000	2.86%	–
Steven Lim	–	–	–	4,000,000	2.86%	–



## APPENDIX A – CHANGE IN SHAREHOLDING INTERESTS

	Number of Shares	% <sup>(3)</sup>	Number of Shares	% <sup>(3)</sup>
<b>Public</b>	4,991,873	16.64%	12,991,873	9.28% <sup>(6)</sup>
<b>TOTAL</b>	29,999,993	100.00%	140,000,000	100.00%

**Notes:**

- (1) Based on 29,999,993 Shares in the issued and paid-up share capital of the Company, excluding treasury shares and subsidiary holdings, as at Latest Practicable Date.
- (2) Based on 140,000,000 Shares in the issued and paid-up share capital of the Company, excluding treasury shares and subsidiary holdings, taking into consideration the allotment and issue of 60,000,007 Subscription Shares pursuant to the Proposed Placement and 50,000,000 Conversion Shares (assuming no adjustment to the Conversion Price) pursuant to conversion of the Bonds issued under the Proposed Issuance.
- (3) Rounded to the nearest two decimal places.
- (4) Madam Lo Ching is deemed to have an interest in 25,008,120 ordinary shares in the capital of the Company held by CEHL, through her 100% shareholding in CEHL.
- (5) Excluding Ms Duanmu Xiaoyi.
- (6) Assuming no compliance placement(s) are carried out for the purposes of complying with Rule 723 of the Mainboard Rules. However, the Company wishes to highlight that pursuant to the CBSA Side Letter Agreement, a new condition 6(j) has been included in the terms and conditions of the Bonds, which restricts Bondholders from exercising their respective Conversion Right if and to the extent that such conversion would result in the Company being in breach of the Public Float Requirement. The Company may also conduct compliance placements prior to the conversion of the Bonds to ensure that the Company will not be in breach of the Public Float Requirement as a result of the conversion of the Bonds.



---

## APPENDIX A – CHANGE IN SHAREHOLDING INTERESTS

---

**Notes:**

- (1) Based on 29,999,993 Shares in the issued and paid-up share capital of the Company, excluding treasury shares and subsidiary holdings, as at Latest Practicable Date.
- (2) Based on 90,000,000 Shares in the issued and paid-up share capital of the Company, excluding treasury shares and subsidiary holdings, taking into consideration the allotment and issue of 60,000,007 Subscription Shares pursuant to the Proposed Placement and no Conversion Shares pursuant to conversion of the Bonds issued under the Proposed Issuance.
- (3) Rounded to the nearest two decimal places.
- (4) Madam Lo Ching is deemed to have an interest in 25,008,120 ordinary shares in the capital of the Company held by CEHL, through her 100% shareholding in CEHL.
- (5) Excluding Ms Duanmu Xiaoyi.

---

## APPENDIX B – EXECUTIVE SUMMARY OF UPDATED VALUATION REPORT

---

### AVA Associates Limited

806 Empress Plaza  
17-19 Chatham Road South  
Tsim Sha Tsui, Hong Kong

3 May 2024

To  
Board of Directors  
**Camsing Healthcare Limited**  
16 Raffles Quay  
#17-03 Hong Leong Building  
Singapore 048581

Dear Sirs,

Pursuant to instructions from Camsing Healthcare Limited (“**CHL**” or the “**Client**”), AVA Associates Limited (“**AVA**”) has performed a valuation of the 100% equity interest (the “**Equity Interest**”) in the business of CHL and its subsidiaries (the “**Business**”) as at 31 January 2024 (“**Valuation Date**”). The purpose of this engagement is to assist the Board of Directors (the “**Board**”) of CHL in their assessment of the value of the Business and for inclusion in a circular to the shareholders on the proposed corporate exercise by CHL as announced on 14 June 2023. No other use, direct or indirect, of our analysis is intended or inferred or shall be relied upon by the Client other than explicitly specified in our engagement letter dated 14 August 2023.

### Definition of Value

In estimating the value of the Business, our efforts were based on the following premise of value:

**Market Value** – *“The estimated amount for which an asset should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.”* Such value represents an estimate based on the economic theory of equilibrium price for an asset in a perfect market.

### Scope of Work

CHL, incorporated in Singapore, is an investment holding company with its shares listed on the Singapore Exchange Securities Trading Limited (“**SGX**”). Such shares have been suspended from trading since 2019, following the issuance of a notice of compliance by SGX. On 14 June 2023, CHL announced that it had entered into share placement agreements and convertible bond subscription agreement with several parties to raise funds for its operations. Subsequently, on 15 June 2023, CHL announced that it had submitted a proposal to SGX for the resumption of trading of its shares.

---

## APPENDIX B – EXECUTIVE SUMMARY OF UPDATED VALUATION REPORT

---

In relation to CHL’s request for the resumption of trading of its shares, AVA has been engaged by CHL on 14 August 2023 to assist in the valuation of the Equity Interest of the Business as at Valuation Date, in order to facilitate the Board’s assessment of the value of the Business as a going concern in its current state and conditions and for inclusion of our findings in CHL’s circular to its shareholders.

CHL, through its subsidiaries, operate the Business, which principally distribute and retail health supplements and foods in Singapore under the “Nature’s Farm” brand. Nature’s Farm Pte Ltd, (“NFSG” or the “Company”), its indirectly wholly owned subsidiary, operates 12 retail outlets in Singapore with an online presence at <https://naturesfarm.com/>

We estimated the Market Value of the Equity Interest of the Business on the premise of it being operated as a going concern, where the business will continue running normally using all of its assets to produce income, and in its current state. The value is estimated by applying the income approach which is primarily based on a discounted cash flow (“DCF”) analysis of the Business’s financial projections. It is derived based on the following formula:

$$\begin{aligned} & \text{Market Value of the Equity Interest} \\ & = \\ & \text{Enterprise Value} - \text{Debt} + \text{Excess Cash} + \text{Non-Operating Assets}/(\text{Liabilities}) \end{aligned}$$

Enterprise Value (“EV”) is a measure of a company’s value or business to its stakeholders, namely debt holders and equity owners. It is generally defined with the following formula:

$$\text{Enterprise Value} = \text{Equity Value} + \text{Debt} - \text{Excess Cash} - \text{Non-Operating Assets}/(\text{Liabilities})$$

Our valuation and report are prepared in accordance with the International Valuation Standards (2020 edition) as published by the International Valuation Standard Committee and requirements as set out in Practice Note1 by Institute of Valuers and Appraisers of Singapore.

The procedures used in our analysis included such substantive steps, as we considered necessary, including, but not necessarily limited to, the following:

- Preparation of an information checklist for information gathering;
- Site visits;
- Discussion with the appropriate parties regarding the identified assets, adopted/proposed valuation methodologies, current/proposed operations and historical/forecast financials of the Business, as well as its prospects, etc;
- Development of appropriate valuation models pertinent to the exercise;
- Preparation of draft reports for discussion with the Client;
- Submission of the final report for the purpose of this exercise;
- Preparation of a summarized version of our full report for inclusion in the shareholders’ circular;
- Preparation of a consent letter for the Client for the inclusion of or reference made to AVA’s report in their shareholder’s circular; and
- Attendance at the Client’s extraordinary general meeting in relation to the proposed corporate exercise and assist to answer any queries in relation to the valuation report.

---

## APPENDIX B – EXECUTIVE SUMMARY OF UPDATED VALUATION REPORT

---

### Sources of Information

As part of our due diligence, we relied upon documents supplied by CHL, including, but not limited to the following.

- Unaudited consolidated financials of CHL and NFSG as at 31 January 2024;
- Annual report of CHL for the year ending 31 January 2019, 31 January 2020, 31 January 2021, 31 January 2022 and 31 January 2023;
- Fixed assets listing as at 31 January 2024;
- Breakdown of selected balance sheet items as at 31 January 2023 and 31 July 2023;
- Financial forecast for the year ending 31 January 2025 and 31 January 2026;; and
- Other relevant information.

We planned and performed our review and valuation so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to express our opinion on the subject asset. In the course of our work, we held discussions with the management concerning the history and current conditions of the Business, financial and general outlook of the business. We assumed that the data we obtained in the course of the valuation, along with the opinions and representations provided to us are true and accurate. We have, however, made reasonable enquiries and exercised our judgement on the reasonable use of such information and representations (as deemed necessary) provided to us, and have found no reason to doubt the accuracy or reliability of such information or representations which we have relied on. We also used financial and other information obtained from private and public sources we considered reliable. Our conclusions are dependent on such information being complete and accurate in all material respects. We believe the review and valuation procedures we employed provide a reasonable basis for our opinion.

### Statement of Independence

We confirm that we have no present or contemplated interest in the Business, which is the subject of this valuation and are acting independently of all parties.

### Valuation Theory

Our approach in valuing the identified asset relies on using the appropriate techniques to arrive at our conclusion of value. We considered the three generally recognized approaches to value: the income, market and cost approaches.

An overview of the three approaches considered is as follows:

- The Income Approach focuses on the income-producing capability of a business or asset. The income approach measures the current value of a business or asset by calculating the present value of its future economic benefits such as cash earnings, cost savings, tax deductions, and proceeds from disposition. Value indications are developed by discounting expected cash flows to their present value at a rate of return that incorporates the risk-free rate for the use of funds, the expected rate of inflation, and risks associated with the particular investment. The discount rate selected is generally based on rates of return available from alternative investments of similar type and quality as of the valuation date.
- The Market Approach measures the value of a business or asset through an analysis of recent sales or offerings of comparable businesses or assets. In estimating the value of a business under the market approach there are two methodologies: the publicly-traded guideline

---

## APPENDIX B – EXECUTIVE SUMMARY OF UPDATED VALUATION REPORT

---

company methodology and the recent transaction methodology. The publicly traded guideline company methodology develops an indication of value for the subject company by calculating market pricing multiples for selected publicly-traded guideline companies and applying these multiples to the appropriate financial measures of the subject company. The recent transaction methodology develops an indication of value for the subject company by calculating market pricing multiples based on actual acquisitions of similar businesses and applying these multiples to the appropriate financial measures of the subject company. After deriving a value, adjustments are then made to account for differences between the subject business or asset being valued and the comparable businesses or assets used in the analysis.

- The Cost Approach measures the value of a business or asset by the cost to reconstruct or replace it with another of like utility. To the extent that the assets being valued provide less utility than new assets, the reproduction or replacement cost new would be adjusted to reflect appropriate physical deterioration, functional obsolescence, and economic obsolescence. The cost approach recognizes that a prudent investor would not ordinarily pay more for property or an asset than the cost to replace them new.

### Selected Valuation Approach

#### Valuation of the Equity Interest in the Business

We have estimated the Market Value of the Business, operated as a going concern, using the income approach by employing a DCF analysis. Under this method, we performed the following for the business:

- Relied on cash flow projections for a period of 5 years, based on reasonable and supportable assumptions that represent the management’s best estimate; and
- Applied an appropriate discount rate, the weighted cost of capital (“WACC”), to the cash flow projections, to determine the value.

Our basis for selecting the income approach was due to the availability of relevant data, specifically the historical operating records, development plans and financial projections provided by CHL. Based on this information, we utilized a DCF methodology to estimate the cash that is available, either to invest in new or existing businesses or to distribute, to equity and debt holders. This allowed us to estimate the value of the business under a set of reasonable and robust assumptions.

The market approach was not deemed appropriate due to the lack of comparable market transactions and prices. We performed a similar transaction search and found no similar disclosed recent transactions. However, we reviewed the valuation of selected comparable companies to provide a sanity check on the results of our DCF analysis. While some may not be directly comparable, they are useful for comparative purposes. Please refer to the list below of comparable companies selected for this valuation that are operating in the same industry as the Business.

- Kotra Industries Berhad (KLSE:KOTRA)
- Herbalife Ltd. (NYSE:HLF)
- Health and Happiness (H&H) International Holdings Limited (SEHK:1112)
- Bioalpha Holdings Berhad (KLSE:BIOHLDG)
- Shunten International (Holdings) Limited (SEHK:932)
- Star Combo Pharma Limited (ASX:S66)
- Nu Skin Enterprises, Inc. (NYSE:NUS)
- Natural Health Trends Corp. (NasdaqCM:NHTC)
- USANA Health Sciences, Inc. (NYSE:USNA)
- Blackmores Limited

---

## APPENDIX B – EXECUTIVE SUMMARY OF UPDATED VALUATION REPORT

---

- LifeVantage Corporation (NasdaqCM:LFVN)
- Nova Wellness Group Berhad (KLSE:NOVA)
- Inter Pharma Public Company Limited (SET:IP)
- Nature's Sunshine Products, Inc. (NasdaqCM:NATR)
- Jamieson Wellness Inc. (TSX:JWEL)
- Amway (Malaysia) Holdings Berhad (KLSE:AMWAY)  
(collectively, the “**CompCos**”)

The cost approach was also deemed inappropriate, as some of the significant assets of this business are the Business’s supplier and distribution network, trademark and assembled workforce, and these would not be properly reflected using a cost approach methodology.

### Valuation of the Business

In line with our scope of work to derive the value of the Business, we chose the DCF methodology as it enables us to view each company with its portfolio of assets as an operating entity, with the principal focus of the analysis on the operating entity’s ability to generate free cash flow in the future, based on assumptions provided by the company. Free cash flow to enterprise/firm (“**FCFF**”) is defined as cash that is available either to invest in new or existing businesses or to distribute to investors (equity and debt holders). Reasonable projections of revenues, expenses, and reinvestment requirements (i.e. working capital and capital expenditures) form the basis for estimating the future free cash flows that a company will likely generate from its existing business.

The FCFF for each year of the projection period was calculated by adding non-cash expenses, such as depreciation and amortization, interest, deferred rent, and stock option expense, to and deducting incremental investments in working capital, and capital expenditures from the net profit.

The projected free cash flows were discounted to present value at an appropriate rate of return, or “discount rate” that reflects macroeconomic, industry, and firm-specific factors in determining the degree of perceived risk associated with the projected cash flow. The sum of the discounted stream of future free cash flow, together with the value of non-operating assets, reflects the market value of the subject enterprise or portfolio of assets.

In addition to calculating the FCFF throughout the projection period, it is necessary to calculate the terminal value of the subject business which reflects the value of the total capital at the end of the projection period. The terminal value was calculated by applying the Gordon Growth Model, a mathematical simplification to capitalize an earnings stream that is expected to grow at a long-term sustainable rate “g” and discount rate “k” into perpetuity. The formula is as follows:

$$\text{Terminal Value} = \frac{\text{Normalized Free Cash to Equity \& Debt Holders} * (1 + \text{Constant Growth Rate})}{\text{Discount Rate} - \text{Growth Rate}}$$

The discount rate in this exercise is the WACC. It is comprised of a required rate of return on equity plus the current tax-effected rate of return on debt, weighted by the relative percentages of equity and debt in the capital structure of the target business and of comparable public companies whose business operations are similar to those of the target business.



---

## APPENDIX B – EXECUTIVE SUMMARY OF UPDATED VALUATION REPORT

---

### Key Valuation Assumptions

We have assumed the following for the purpose of this exercise:

- In the course of operating the business, it will compose of all necessary assets, both tangible and intangible, to continue operating as it has under its current owners;
- The historical financial statements, while unaudited by external auditors, have been properly prepared to reflect true financial performance and standing;
- There will be no material change in the existing political, legal, technological, fiscal or economic condition which may adversely affect the development and business of the Business; and
- There is no hidden or unexpected conditions associated with the assets valued that might adversely affect the reported value; and
- CHL will continue to provide the required financial support to the Business to operate the businesses as going-concern.

CHL has provided us with guidance on historical revenue, expenses, and working capital requirements. We were also provided with a 5-year financial projection for each company, accompanied by assumptions adopted for its forecasted operation of the Business. Based on our professional judgement, we have put forth a set of parameters deemed to be reasonable to arrive at a multi-year projection, from February 2024 to January 2029 with the terminal year beginning in February 2029, and adopted it for the purpose of this valuation. We discussed the risks of achieving these projections and the overall reasonableness of the parameters used. We considered the impact of each valuation-related parameter individually, and the related impact on our overall valuation conclusions.

Although the information and assumptions used in the cash flow projections are a reasonable basis for valuation purposes, our analysis and use of them do not constitute an examination or compilation of prospective financial information in accordance with established standards.

AVA is unable to provide assurance on the achievability of the results forecasted by the Business as events and circumstances frequently do not occur as expected; differences between actual and expected results may be material; and achievement of the forecasted results is dependent on actions, plans and assumptions of the management of the Business. Except as disclosed in this report, neither CHL nor the Business is aware of other liabilities, including any contingent liabilities or unusual contractual obligations or substantial commitments, which would have a material effect on the value of the Business.

---

## APPENDIX B – EXECUTIVE SUMMARY OF UPDATED VALUATION REPORT

---

### DCF Valuation Findings

Our DCF model to derive the value of the Business, being the Equity Interest in the subject, is based on a WACC of 11.0% and a terminal growth rate of 2.0% for the Business.

The EV of the Business is derived by summing the present value of FCFF over the forecast period and the terminal value. The EV sums up to S\$6,223,260.

As for the Equity Interest in the Business, the following formula is applied to arrive at a value of S\$304,010, rounded to S\$300,000.

$$\begin{aligned} & \text{Market Value of the Equity Interest} \\ & = \\ & \text{Enterprise Value} - \text{Debt} + \text{Excess Cash} + \text{Non-Operating Assets}/(\text{Liabilities}) \end{aligned}$$

Balance sheet items that figured into the formula above, namely borrowings of S\$5,919,251, are based on their unaudited book values as at Valuation Date.

Do note that any deviation from the above key limitations and assumptions may significantly impact the valuation result.

The conclusions of value are based on the accepted valuation procedures and practices that rely substantially on the use of numerous assumptions and the consideration of many uncertainties, not all of which can be easily quantified or ascertained. While the assumptions and consideration of such matters are considered to be reasonable, they are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond the control of AVA and the Business.

Users of this valuation report should be mindful that value is time dependent. In estimating the value, AVA has taken into consideration the available information, all known factors and market environment of the subject of valuation as at Valuation Date. The Valuation Date is the specific point in time as of which our opinion of value applies. This fundamental principle forbids the application of hindsight and removes any use of retrospective evidence such as data or information in forming the assessment of value, unless these facts would reasonably have been known or knowable as at Valuation Date. Our valuation is strictly guided by this principle.

### Conclusion of Value

**Based on the information provided, our analyses and conclusions of the various proposed scenarios, and subject to the attached Statement of General Assumptions and Limiting Conditions, we are of the opinion that, as at Valuation Date, the Market Value of a 100% equity interest in the Business is S\$300,000.00 (Singapore Dollars Three Hundred Thousand Only).**

This is a summary report. A full valuation report is available at the office of CHL.

We do not intend to express any opinion on matters which require legal or other specialized expertise or knowledge, beyond what is customarily employed by valuers. Our conclusions assume continuations of prudent management of over whatever period of time that is reasonable and necessary to maintain the character and integrity of the assets valued.

---

## APPENDIX B – EXECUTIVE SUMMARY OF UPDATED VALUATION REPORT

---

This report and the observations and analyses are intended solely for use by the company and are not to be reproduced, disseminated or disclosed, in whole or in part, to any other party except in accordance with the terms of our engagement letter. The information contained in this report may include proprietary, sensitive and confidential information that has not been publicly disclosed. Release of this information to any other party could be damaging to CHL.

Respectfully submitted,

**AVA Associates Limited**

A handwritten signature in black ink that reads "AVA Associates". The letters are cursive and somewhat stylized, with the "A"s being particularly prominent.

*AVA Associates Limited, based in Hong Kong and Singapore, has been providing independent valuation services to clients in Asia since 2008. We provide transaction-based advisory services, primarily focusing on independent valuation services to assist its clients to comply with internal and external requirements. Our valuation team, made up of qualified professionals in their respective fields, has the expertise covering various classifications of tangible and intangible assets, focusing on four key competencies of business valuation, financial instrument valuation, intellectual property valuation and fixed asset valuation.*

## **Statement of General Assumption and Limiting Conditions**

This analysis is subject to the following general assumptions and limiting conditions:

### **Valuation - General**

1. No investigation has been made of, and no responsibility is assumed for, the legal description of the property being valued or legal matters, including title or encumbrances. Title to the property is assumed to be good and marketable unless otherwise stated. The property is assumed to be free and clear of any liens, easements, encroachments, and other encumbrances unless otherwise stated.
2. Information furnished by others, upon which all or portions of this valuation is based, is believed to be reliable but has not been verified except as set forth in this report. No warranty is given as to the accuracy of such information.
3. This report has been made only for the purpose stated and shall not be used for any other purpose. Neither this report nor any portions thereof (including, without limitations, any conclusions, the identity of AVA or any individuals signing or associated with this report, or the professional associations or organizations with which they are affiliated) shall be disseminated to third parties other than the company and its financial accounting firm, by any means without the prior written consent and approval of AVA.
4. This appraisal has been made in conformance with the International Valuation Standards issued by the International Valuation Standards Council.
5. Neither AVA nor any individual signing or associated with this report shall be required by reason of this report to give further consultation, provide testimony or appear in court or other legal proceedings unless specific arrangements therefore have been made.
6. No responsibility is taken for changes in market conditions and no obligation is assumed to revise this report to reflect events or conditions, which occur subsequent to the valuation date hereof.
7. The date of value to which the estimate expressed in this report applies is set forth in the beginning of this report. This valuation is valid only for the valuation date indicated. Our analysis is based on the purchasing power of the Singapore Dollar as of that date.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government, or private entity or organization have been or can readily be obtained or renewed for any use on which the value estimate provided in this report is based.
9. Full compliance with all applicable federal, state, and local zoning and use, occupancy, environmental, and similar laws and regulations is assumed, unless otherwise stated.
10. Responsible ownership and competent management are assumed.
11. The value estimate is predicated on the financial structure prevailing as of the date of this analysis.
12. This report may not be included or referred to in any statutory filing or other public document.
13. This is a Summary Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the valuation process to develop the valuation professional's estimate of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the valuation professional's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The valuation professional is not responsible for unauthorized use of this report.

## **Valuer's Professional Declaration**

The following valuers certify, to the best of their knowledge and belief, that:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- My engagement in this assignment was not contingent upon developing or reporting predetermined results;
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal; and
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the International Valuation Standards published by the International Valuation Standards Committee.

**Thomas Chua Boon Shyan**  
*Director, CVA, MBA*

**Jack Li**  
*Reviewer, CFA, MBA*



**Crowe Horwath First Trust LLP**  
9 Raffles Place  
#19-20 Republic Plaza Tower 2  
Singapore 048619  
Main +65 6221 0338  
www.crowe.sg

25 September 2023

The Board of Directors  
Camsing Healthcare Limited  
24 Raffles Place, #20-03  
Singapore 048621

Attention: Mr. Yeo Choon Tat  
Executive Director and Chief Executive Officer

Dear Sirs

**Report on the Compilation of Unaudited Pro Forma Consolidated Financial Information included in the Circular to Shareholders of Camsing Healthcare Limited**

We have completed our assurance engagement to report on the compilation of unaudited pro forma consolidated financial information of Camsing Healthcare Limited (the "Company") and its subsidiaries (the "Group") by the management of the Company. The unaudited pro forma consolidated financial information consists of the unaudited pro forma consolidated statement of financial position as at 31 January 2023, the unaudited pro forma consolidated statement of comprehensive income for the financial year ended 31 January 2023, and related notes ("Unaudited Pro Forma Consolidated Financial Information") as set out on pages 1 to 5 of this report. The applicable criteria on the basis of which management has compiled the Unaudited Pro Forma Financial Information are described in Note 2 of this report.

The Unaudited Pro Forma Consolidated Financial Information has been compiled by the management to illustrate the impact of the proposed transactions set out in Note 2 ("Proposed Transactions") on the Group's financial position as at 31 January 2023 and its financial performance for the year ended 31 January 2023 as if the Proposed Transactions had taken place on 31 January 2023. As part of this process, information about the Group's financial position and financial performance has been extracted by the management from the Group's audited consolidated financial statements for the year ended 31 January 2023, on which an audit report has been published.

*Management's' Responsibility for the Unaudited Pro Forma Consolidated Financial Information*

Management is responsible for compiling the Unaudited Pro Forma Consolidated Financial Information on the basis as described in Note 2.

*Our Independence and Quality Management*

We have complied with the independence and other ethical requirement of the Accounting and Corporate Regulatory Authority (ACRA) *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* (ACRA Code), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

We apply Singapore Standard on Quality Management 1 which requires the firm to design, implement and operate a system of quality management including policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirement

Crowe Horwath First Trust LLP (UEN: T08LL1312H) is an accounting limited liability partnership registered in Singapore under the Limited Liability Partnership Act (Chapter 163A).

*Practitioner's Responsibilities*

Our responsibility is to express an opinion about whether the Unaudited Pro Forma Consolidated Financial Information has been compiled, in all material respects, by management on the basis as described in Note 2.

We conducted our engagement in accordance with Singapore Standard on Assurance Engagements (SSAE) 3420, *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*, issued by the Institute of Singapore Chartered Accountants. This standard requires that the practitioner plans and performs procedures to obtain reasonable assurance about whether the management has compiled, in all material respects, the Unaudited Pro Forma Consolidated Financial Information on the basis as described in Note 2.

For the purpose of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the Unaudited Pro Forma Consolidated Financial Information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the Unaudited Pro Forma Consolidated Financial Information.

The purpose of the Unaudited Pro Forma Consolidated Financial Information included in the Circular is solely to illustrate the impact of the Proposed Transactions of the Group as if the Proposed Transactions had occurred or been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the Proposed Transactions would have been as presented.

A reasonable assurance engagement to report on whether the Unaudited Pro Forma Consolidated Financial Information has been compiled, in all material respects, on the basis as described in Note 2, involves performing procedures to assess whether the basis used by the management in the compilation of the Unaudited Pro Forma Consolidated Financial Information provide a reasonable basis for presenting the significant effects directly attributable to the Proposed Transactions, and to obtain sufficient appropriate evidence about whether:

- The related pro forma adjustments give appropriate effect to those criteria; and
- The Unaudited Pro Forma Consolidated Financial Information reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on the practitioner's judgment, having regard to the practitioner's understanding of the nature of the Proposed Transactions, in respect of which the Unaudited Pro Forma Consolidated Financial Information has been compiled, and other relevant engagement circumstances.

The engagement also involves evaluating the overall presentation of the Unaudited Pro Forma Consolidated Financial Information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.



*Opinion*

In our opinion:

- (a) The Unaudited Pro Forma Consolidated Financial Information has been compiled:
  - (i) in a manner consistent with the accounting policies adopted by the Group in its latest audited financial statements for the financial year ended 31 January 2023, which are in accordance with Singapore Financial Reporting Standards (International);
  - (ii) on the basis as described in Note 2 of the Unaudited Pro Forma Consolidated Financial Information; and
- (b) each material adjustment made to the information used in the preparation of the Unaudited Pro Forma Consolidated Financial Information is appropriate for the purpose of preparing such unaudited financial information.

*Restriction on distribution and use*

This report is made solely to you as a body and for inclusion in the Circular to be issued in connection with the Proposed Transactions by the Company.

*Crowe Horwath First Trust LLP*

**Crowe Horwath First Trust LLP**  
Public Accountants and  
Chartered Accountants  
Singapore

25 September 2023



## APPENDIX C – PFFS REVIEW REPORT AND PRO FORMA FINANCIAL STATEMENTS

### CAMSING HEALTHCARE LIMITED AND ITS SUBSIDIARIES

#### STATEMENT OF FINANCIAL POSITION

As AT 31 JANUARY 2023

(Amounts in thousands of Singapore dollars (\$'000))

	Audited 2023 \$'000	Unaudited Pro Forma Adjustments \$'000	Unaudited Pro Forma 2023 \$'000
<b>ASSETS</b>			
<b>Non-current assets</b>			
Plant and equipment	141		141
Right-of-use assets	1,837		1,837
Investment in subsidiaries	-		-
Other receivables	315		315
	<u>2,293</u>		<u>2,293</u>
<b>Current assets</b>			
Cash and bank balances	437	<i> 5,100 <iii> (3,231)	2,306
Trade receivables	134		134
Other receivables, deposits and prepayments	423		423
Inventories	919		919
	<u>1,913</u>		<u>3,782</u>
<b>TOTAL ASSETS</b>	<u>4,206</u>		<u>6,075</u>
<b>LIABILITIES</b>			
<b>Current liabilities</b>			
Trade payables	813		813
Other payables and accruals	1,954		1,954
Borrowings	4,697	<i> (400) <ii> (8) <iii> (3,579)	710
Lease liabilities	1,142		1,142
Provisions	30		30
Contract liabilities	217		217
	<u>8,853</u>		<u>4,866</u>
<b>Non-current liabilities</b>			
Lease liabilities	904		904
Provisions	185		185
	<u>1,089</u>		<u>1,089</u>
<b>TOTAL LIABILITIES</b>	<u>9,942</u>		<u>5,955</u>
<b>NET (LIABILITIES) / ASSETS</b>	<u>(5,736)</u>		<u>120</u>

## APPENDIX C – PFFS REVIEW REPORT AND PRO FORMA FINANCIAL STATEMENTS

### CAMSING HEALTHCARE LIMITED AND ITS SUBSIDIARIES

#### STATEMENT OF FINANCIAL POSITION (Continued)

As AT 31 JANUARY 2023

(Amounts in thousands of Singapore dollars (\$'000))

	Audited 2023 \$'000	Unaudited Pro Forma Adjustments \$'000	Unaudited Pro Forma 2023 \$'000
<b>(DEFICIT) EQUITY</b>			
<b>Capital and (deficit) reserve attributable to equity holders of the Company</b>			
Share capital	14,250	<i> 5,500	19,750
Foreign currency translation deficit	(4)		(4)
Accumulated losses	(19,982)	<ii> 8 <iii> 348	(19,626)
	-----		-----
(Deficit) Equity attributable to owners of the Company	(5,736)		120
Non-controlling interests	-		-
	-----		-----
<b>NET (DEFICIT) / EQUITY</b>	<b>(5,736)</b>		<b>120</b>
	-----		-----

## APPENDIX C – PFFS REVIEW REPORT AND PRO FORMA FINANCIAL STATEMENTS

### CAMSING HEALTHCARE LIMITED AND ITS SUBSIDIARIES

#### CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME FOR THE FINANCIAL YEAR ENDED 31 JANUARY 2023

(Amounts in thousands of Singapore dollars (\$'000))

	Audited \$'000	Unaudited Pro Forma Adjustments \$'000	Unaudited Pro Forma \$'000
Revenue	6,103		6,103
Cost of sales	(2,593)		(2,593)
<b>Gross profit</b>	<b>3,510</b>		<b>3,510</b>
Other income	143		143
Marketing and distribution expenses	(4,507)		(4,507)
General and administrative operating expenses	(1,019)		(1,019)
Impairment loss on plant and equipment	(25)		(25)
Reversal of impairment loss on right-of-use assets	63		63
Impairment loss allowance on other receivables	(59)		(59)
Finance costs	(508)	<ii> 8 <iii> 348	(152)
<b>Loss before tax</b>	<b>(2,402)</b>		<b>(2,046)</b>
Income tax	-		-
<b>Loss for the year</b>	<b>(2,402)</b>		<b>(2,046)</b>
<b>Other comprehensive loss:</b>			
Other comprehensive income for the year, net of tax	-		-
<b>Total comprehensive loss for the year</b>	<b>(2,402)</b>		<b>(2,046)</b>
<b>Loss per share (cents)</b>			
Basic and diluted (Note 3A)	(8.01)		(1.46)

---

# APPENDIX C – PFFS REVIEW REPORT AND PRO FORMA FINANCIAL STATEMENTS

---

## CAMSING HEALTHCARE LIMITED AND ITS SUBSIDIARIES

### NOTES TO UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION FOR THE FINANCIAL YEAR ENDED 31 JANUARY 2023

#### 1. GENERAL INFORMATION

Camsing Healthcare Limited (the “Company”) is a limited liability company domiciled and incorporated in Singapore and is listed on the Singapore Exchange Securities Trading Limited. The address of the Company’s registered office is at 16 Raffles Quay #17-03 Hong Leong Building, Singapore 048581. The address of its principal place of business is 10 Kaki Bukit Ave 1 #04-05 Kaki Bukit Industrial Park Singapore 417942.

#### 2. BASIS OF PREPARATION OF THE UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

The Unaudited Pro Forma Consolidated Financial Information of the Group in this report is expressed in Singapore dollars (“\$’000”) and all values are rounded to the nearest thousand except when otherwise indicated. The financial information has prepared for illustrative purposes only. It has been prepared based on certain assumptions and after making certain adjustments to show:

- the unaudited pro forma consolidated statement of financial position of the Group as at 31 January 2023 had the Proposed Transactions, as described below, been completed on 31 January 2023; and
- the unaudited pro forma consolidated statement of comprehensive income of the Group for the financial year ended 31 January 2023 had the Proposed Transactions, as described below, been completed on 31 January 2023.

The Unaudited Pro Forma Consolidated Financial Information takes into account the following bases and assumptions:

##### Proposed Transactions

On 14 June 2023, the Company entered into a convertible bond subscription agreement and placement agreements (collectively, “Agreements”) with 6 potential investors (“Potential Investors”) pursuant to which, subject to the terms and conditions of the Agreements which includes the resumption of trading of the Company’s shares on SGX-ST, the Company and its Potential Investors agreed *inter-alia* on the following:

1. The Company shall issue 110,000,007 ordinary shares at \$0.05 per share to the Potential Investors, which is satisfied via a cash injection of \$5,100,000 (“Investment Proceeds”) from the Potential Investors, and the capitalisation of principal sums of 2 working capital loans (“WC Loans”) granted by 2 of the Potential Investors, amounting to an aggregate of \$400,000.
2. The waiver of interest charged at 8% per annum for the WC Loans, amounting to an aggregate of \$8,000.
3. Approximately \$3,231,000 of the Investment Proceeds shall be applied to repay Qiren Holdings Pte Ltd (“QRH”) as full settlement of the outstanding principal sums under 2 loan agreements entered into between the Company and QRH on 25 December 2021 and 3 March 2022 (“QRH Loans”).

Further, QRH entered into a deed on 16 September 2022, in favour of the Company, which provided that QRH shall waive interest charged at 12% per annum, amounting to an aggregate of \$384,000, upon full settlement of QRH Loans. Accordingly, upon settlement of QRH Loans as described in (3) above, accrued interest of \$384,000 was reversed and recognised as income from the profit and loss statement.

## APPENDIX C – PFFS REVIEW REPORT AND PRO FORMA FINANCIAL STATEMENTS

### CAMSING HEALTHCARE LIMITED AND ITS SUBSIDIARIES

#### NOTES TO UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION (Continued) FOR THE FINANCIAL YEAR ENDED 31 JANUARY 2023

#### 2. BASIS OF PREPARATION OF THE UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION (Continued)

As part of this process, information about the Group's financial position and financial performance has been extracted by management from the audited consolidated financial statements of the Group for the financial year ended 31 January 2023 as audited by Crowe Horwath First Trust LLP. These financial statements are prepared in accordance with Singapore Financial Reporting Standards (International).

The objective of the Unaudited Pro Forma Consolidated Financial Information of the Group is to show the financial position and financial performance of the Group had the Proposed Transactions been completed on 31 January 2023.

#### 3. UNAUDITED PRO FORMA ADJUSTMENTS

The following unaudited pro forma adjustments were made assuming the Proposed Transactions had taken place on 31 January 2023:

- (i) The Company's issuance and allotment of 110,000,007 ordinary shares of \$0.05 per share, amounting to an increase in share capital of \$5,500,000, of which
  - \$5,100,000 was received in cash, and
  - \$400,000 was capitalised from WC Loans.
- (ii) The waiver of accrued interest charged at 8% per annum on the WC Loans, amounting to an aggregate sum of \$8,000.
- (iii) The settlement of QRH Loans of \$3,231,000 and the waiver of accrued interest charged at 12% per annum, amounting to an aggregate sum of \$348,000.

Note A:

Loss per share, after the unaudited pro forma adjustments, is as follow:

	Audited 2023	Unaudited Pro Forma Adjustments	Unaudited Pro forma 2023
Net loss for the year as at 31 January 2023 (S\$)	(2,402,000)	356,000	(2,046,000)
Number of issued ordinary shares	29,999,993	110,000,007	140,000,000
<b>Loss per share (cents)</b>	<b>(8.01)</b>		<b>(1.46)</b>

---

## NOTICE OF EXTRAORDINARY GENERAL MEETING

---

### CAMSING HEALTHCARE LIMITED

(Company Registration No. 197903888Z)  
(Incorporated in the Republic of Singapore)  
(the "Company")

#### NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that the Extraordinary General Meeting ("EGM") of the shareholders of Camsing Healthcare Limited ("Company") will be held at Spaces Singapore, #04-01, Paya Lebar Quarter 1, 1 Paya Lebar Link, Singapore 408533 on 24 May 2024 at 10.00 a.m. for the purpose of considering and, if thought fit, passing with or without amendments, the Ordinary Resolutions as set out below.

*All capitalised terms used in this Notice which are not defined herein shall have the meanings ascribed to them in the circular dated 9 May 2024 ("Circular") to shareholders of the Company ("Shareholders").*

Shareholders should note that Ordinary Resolutions 1 to 7 as set out in this Notice of EGM are inter-conditional upon the passing of one another. This means that any of Ordinary Resolutions 1 to 7 are not approved by Shareholders, none of Ordinary Resolutions 1 to 7 would be passed.

#### **ORDINARY RESOLUTION 1**

##### **THE PROPOSED PLACEMENT OF 60,000,007 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY AT THE ISSUE PRICE OF S\$0.05 PER SUBSCRIPTION SHARE**

THAT subject to and contingent upon Ordinary Resolutions 2, 3, 4, 5, 6, and 7 as set out in this Notice of EGM being passed:

- (a) approval be and is hereby given pursuant to Section 161 of the Companies Act and Rules 805(1) and 811(3) of the Mainboard Rules to the Directors to issue and allot to the Placees 60,000,007 Subscription Shares at an issue price of S\$0.05 per Subscription Share on the terms and subject to the conditions of the Placement Agreements; and
- (b) the Directors and each of them be and are hereby authorised to complete, enter and do all acts and things (including without limitation, prepare and finalise, approve, sign, execute and deliver all such documents or agreements as may be required) and do all deeds and things as they may consider necessary, desirable, incidental or expedient for the purposes of or to give effect to this Ordinary Resolution 1 and implement any of the foregoing as they think fit and in the interests of the Company.

#### **ORDINARY RESOLUTION 2**

##### **THE ISSUANCE AND ALLOTMENT OF 26,000,007 SUBSCRIPTION SHARES TO MS DUANMU XIAOYI (WHO IS AN EXECUTIVE DIRECTOR OF THE COMPANY) AS PART OF THE PROPOSED PLACEMENT**

THAT subject to and contingent upon Ordinary Resolutions 1, 3, 4, 5, 6, and 7 as set out in this Notice of EGM being passed:

- (a) approval be and is hereby given pursuant to Rules 804 and 812(2) of the Mainboard Rules to the Directors to issue and allot 26,000,007 Subscription Shares to Ms Duanmu Xiaoyi (who is an Executive Director of the Company) pursuant to the Proposed Placement; and

---

## **NOTICE OF EXTRAORDINARY GENERAL MEETING**

---

- (b) the Directors and each of them be and are hereby authorised to complete, enter and do all acts and things (including without limitation, prepare and finalise, approve, sign, execute and deliver all such documents or agreements as may be required) and do all deeds and things as they may consider necessary, desirable, incidental or expedient for the purposes of or to give effect to this Ordinary Resolution 2 and implement any of the foregoing as they think fit and in the interests of the Company.

### **ORDINARY RESOLUTION 3**

**THE ISSUANCE OF UNLISTED ZERO-COUPON MANDATORY CONVERTIBLE BONDS IN THE PRINCIPAL AMOUNT OF UP TO S\$2,500,000, AND THE PROPOSED ALLOTMENT AND ISSUANCE OF NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY AT THE CONVERSION PRICE OF S\$0.05 PER CONVERSION SHARE (OR SUCH ADJUSTED CONVERSION PRICE UPON ANY ADJUSTMENT PURSUANT TO THE TERMS AND CONDITIONS OF THE CONVERTIBLE BOND SUBSCRIPTION AGREEMENT) UPON CONVERSION OF THE BONDS**

THAT subject to and contingent upon Ordinary Resolutions 1, 2, 4, 5, 6, and 7 as set out in this Notice of EGM being passed:

- (a) approval be and is hereby given pursuant to Rules 805(1) and 811(3) of the Mainboard Rules to the Directors to create and issue to the Bondholders the Bonds to be convertible in the Conversion Shares at the Conversion Price of S\$0.05 per Conversion Share (or such adjusted Conversion Price upon any adjustment pursuant to the terms and conditions of the Convertible Bond Subscription Agreement), on the terms and subject to the conditions of the Convertible Bond Subscription Agreement;
- (b) approval be and is hereby given pursuant to Section 161 of the Companies Act and Rules 805(1) and 811(3) of the Mainboard Rules to the Directors to subsequently issue and allot to the Bondholders:
- a. such number of Conversion Shares as may be required or permitted to be allotted or issued on the conversion of the Bonds, to the Bondholders, at the Conversion Price of S\$0.05 per Conversion Share (or such adjusted Conversion Price upon any adjustment pursuant to the terms and conditions of the Convertible Bond Subscription Agreement), on the terms and subject to the conditions of the Convertible Bond Subscription Agreement; and
  - b. such further Conversion Shares as may be required to be allotted and issued on the conversion of any of the Bonds upon the adjustment of the Conversion Price in accordance with the terms and conditions of the Bonds;
- (c) the Directors and each of them be and are hereby authorised to complete, enter and do all acts and things (including without limitation, prepare and finalise, approve, sign, execute and deliver all such documents or agreements as may be required) and do all deeds and things as they may consider necessary, desirable, incidental or expedient for the purposes of or to give effect to this Ordinary Resolution 3 and implement any of the foregoing as they think fit and in the interests of the Company.

### **ORDINARY RESOLUTION 4**

**THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF S\$700,000 TO MS DUANMU XIAOYI (AS AN EXECUTIVE DIRECTOR OF THE COMPANY) AS PART OF THE PROPOSED ISSUANCE**

---

## **NOTICE OF EXTRAORDINARY GENERAL MEETING**

---

THAT subject to and contingent upon Ordinary Resolutions 1, 2, 3, 5, 6, and 7 as set out in this Notice of EGM being passed:

- (a) approval be and is hereby given pursuant to Rules 804 and 812(2) of the Mainboard Rules to the Directors to create and issue to Ms Duanmu Xiaoyi (as an Executive Director of the Company) the Bonds in the principal amount of S\$700,000, to be convertible on the terms and subject to the conditions of the Convertible Bond Subscription Agreement;
- (b) approval be and is hereby given pursuant to Rules 804 and 812(2) of the Mainboard Rules to the Directors to issue and allot such number of Conversion Shares as may be required or permitted to be allotted or issued on the conversion of the Bonds registered in the name of Ms Duanmu Xiaoyi (as an Executive Director of the Company) upon conversion of Bonds issued pursuant to the Proposed Issuance, on the terms and subject to the conditions of the Convertible Bond Subscription Agreement; and
- (c) the Directors and each of them be and are hereby authorised to complete, enter and do all acts and things (including without limitation, prepare and finalise, approve, sign, execute and deliver all such documents or agreements as may be required) and do all deeds and things as they may consider necessary, desirable, incidental or expedient for the purposes of or to give effect to this Ordinary Resolution 4 and implement any of the foregoing as they think fit and in the interests of the Company.

### **ORDINARY RESOLUTION 5**

#### **THE PROPOSED TRANSFER OF CONTROLLING INTEREST TO MS DUANMU XIAOYI ARISING FROM THE PROPOSED PLACEMENT AND THE PROPOSED ISSUANCE**

THAT subject to and contingent upon Ordinary Resolutions 1, 2, 3, 4, 6, and 7 as set out in this Notice of EGM being passed:

- (a) approval be and is hereby given for the allotment and issuance by the Company of the Subscription Shares on the terms and subject to the conditions set out in the Placement Agreement and the Conversion Shares on the terms and subject to the conditions set out in the Convertible Bond Subscription Agreement to Ms Duanmu Xiaoyi, which constitutes a transfer of controlling interest in the Company to Ms Duanmu Xiaoyi pursuant to Rule 803 of the Mainboard Rules; and
- (b) the Directors and each of them be and are hereby authorised to complete, enter and do all acts and things (including without limitation, prepare and finalise, approve, sign, execute and deliver all such documents or agreements as may be required) and do all deeds and things as they may consider necessary, desirable, incidental or expedient for the purposes of or to give effect to this Ordinary Resolution 5 and implement any of the foregoing as they think fit and in the interests of the Company.

### **ORDINARY RESOLUTION 6**

#### **THE PROPOSED TRANSFER OF CONTROLLING INTEREST TO MR CHEN HAO ARISING FROM THE PROPOSED PLACEMENT AND THE PROPOSED ISSUANCE**

THAT subject to and contingent upon Ordinary Resolutions 1, 2, 3, 4, 5, and 7 as set out in this Notice of EGM being passed:

- (a) approval be and is hereby given for the allotment and issuance by the Company of the Subscription Shares on the terms and subject to the conditions set out in the Placement Agreement and the Conversion Shares on the terms and subject to the conditions set out in



---

## NOTICE OF EXTRAORDINARY GENERAL MEETING

---

the Convertible Bond Subscription Agreement to Mr Chen Hao, which constitutes a transfer of controlling interest in the Company to Mr Chen Hao pursuant to Rule 803 of the Mainboard Rules; and

- (b) the Directors and each of them be and are hereby authorised to complete, enter and do all acts and things (including without limitation, prepare and finalise, approve, sign, execute and deliver all such documents or agreements as may be required) and do all deeds and things as they may consider necessary, desirable, incidental or expedient for the purposes of or to give effect to this Ordinary Resolution 6 and implement any of the foregoing as they think fit and in the interests of the Company.

### **ORDINARY RESOLUTION 7**

#### **THE PROPOSED TRANSFER OF CONTROLLING INTEREST TO MS LIU JING ARISING FROM THE PROPOSED PLACEMENT AND THE PROPOSED ISSUANCE**

THAT subject to and contingent upon Ordinary Resolutions 1, 2, 3, 4, 5, and 6 as set out in this Notice of EGM being passed:

- (a) approval be and is hereby given for the allotment and issuance by the Company of the Subscription Shares on the terms and subject to the conditions set out in the Placement Agreement and the Conversion Shares on the terms and subject to the conditions set out in the Convertible Bond Subscription Agreement to Ms Liu Jing, which constitutes a transfer of controlling interest in the Company to Ms Liu Jing pursuant to Rule 803 of the Mainboard Rules; and
- (b) the Directors and each of them be and are hereby authorised to complete, enter and do all acts and things (including without limitation, prepare and finalise, approve, sign, execute and deliver all such documents or agreements as may be required) and do all deeds and things as they may consider necessary, desirable, incidental or expedient for the purposes of or to give effect to this Ordinary Resolution 7 and implement any of the foregoing as they think fit and in the interests of the Company.

By Order of the Board

Lim Kok Meng  
Company Secretary  
Singapore, 9 May 2024

---

## NOTICE OF EXTRAORDINARY GENERAL MEETING

---

### Notes:

1. A member of the Company entitled to attend and vote at the EGM is entitled to appoint a proxy to attend and vote on his/her behalf.
2. A member:
  - (a) (otherwise than 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; and
  - (b) 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 him (which number and class of shares shall be specified).

**"Relevant intermediary"** has the meaning as ascribed to it in Section 181(6) of the Companies Act 1967 of Singapore (the **"Act"**).

3. A proxy need not be a member of the Company.
4. The instrument appointing a proxy or proxies must be signed under the hand of the appointor or of his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.
5. Where an instrument appointing a proxy or proxies is signed on behalf of the appointor by an attorney, the power of attorney (or other authority) or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.
6. The instrument appointing proxy or proxies must be submitted to the Company in the following manner:
  - (a) if sent personally or by post, be received at the registered office of the Company at 16 Raffles Quay, #17-03 Hong Leong Building, Singapore 048581; or
  - (b) if submitted by email, be received by the Company, by email at [enquiry.camsing@naturesfarm.com](mailto:enquiry.camsing@naturesfarm.com),

in either case no later than 10.00 a.m. on 22 May 2024, being 48 hours before the time fixed for the EGM.

**A member who wishes to submit a Proxy Form must first complete and sign the Proxy Form, before submitting it by post to the address provided above, or by scanning and sending it by email to the email address provided above. Members are strongly encouraged to submit completed Proxy Forms electronically via email.**

Completion and submission of the instrument appointing a proxy(ies) by a member will not prevent him/her from attending, speaking and voting at the EGM if he/she so wishes. The appointment of a proxy(ies) for the EGM shall be deemed to be revoked if the member attends the EGM in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the relevant instrument appointing a proxy(ies), to the EGM.

7. A corporation which is a member may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the meeting, in accordance with Section 179 of the Act.
8. An investor who buys shares using CPF monies and/or SRS monies ("**CPF and SRS Investors**") (as may be applicable) may attend and cast his vote(s) at the meeting in person. CPF and SRS Investors who are unable to attend the meeting but would like to vote, may inform their CPF and/or SRS Approved Nominees to appoint the Chairman of the meeting to act as their proxy, in which case, the CPF and SRS Investors shall be precluded from attending the EGM.

---

## NOTICE OF EXTRAORDINARY GENERAL MEETING

---

9. The Company shall be entitled to reject the instrument appointing a proxy or proxies if it is incomplete, improperly completed or illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing a proxy or proxies. In addition, in the case of a member whose shares are entered against his/her name in the Depository Register, the Company may reject any instrument appointing a proxy or proxies lodged if the member, being the appointor, is not shown to have shares entered against his/her name in the Depository Register as at 72 hours before the time appointed for holding the EGM, as certified by The Central Depository (Pte) Limited to the Company.

### ACCESS TO DOCUMENTS OR INFORMATION RELATING TO THE EGM

Printed copies of all documents and information relating to the business of the EGM (comprising the Circular, together with the enclosed Notice of EGM and the accompanying Proxy Form) will be sent by post to shareholders. These documents will also be published on the SGX website at the URL <https://www.sgx.com/securities/company-announcements>.

### SUBMISSION OF QUESTIONS PRIOR TO EGM

Shareholders (including CPF and SRS Investors) who have any questions in relation to the agenda items of this notice, are also encouraged to send their questions to the Company in advance, by 10.00 a.m. on 16 May 2024 (the “**Questions Deadline**”), via email to [enquiry.camsing@naturesfarm.com](mailto:enquiry.camsing@naturesfarm.com) or by post to 16 Raffles Quay, #17-03 Hong Leong Building, Singapore 048581. Persons who hold Shares through relevant intermediaries (other than CPF/SRS investors) should contact their respective relevant intermediaries through which they hold such Shares to submit their questions in relation to the agenda items of this notice based on the abovementioned instructions. Questions must be submitted not later than Questions Deadline.

When submitting questions, shareholders should provide their details including full name, NRIC/Passport/Company Registration No., contact number and email address for verification purposes. Please note that the Company will not be able to answer questions from persons who provide insufficient details to enable the Company to verify his/her/its shareholder status.

The Company will endeavour to address all substantial and relevant questions received from Shareholders before the Questions Deadline prior to the EGM by publishing the responses on SGXNET at URL <https://www.sgx.com/securities/company-announcements> by 10.00 a.m. on 20 May 2024, being not less than 48 hours prior to the closing date and time for the lodgement of the proxy form. Where substantial relevant questions submitted by Shareholders are unable to be addressed prior to the EGM, the Company will address them during the EGM. Where there are substantially similar questions, the Company will consolidate such questions. Consequently, not all questions may be individually addressed.

The Company will, within one month after the date of the EGM, publish the minutes of the EGM on SGXNET, and the minutes will include the responses to the questions referred to above.

### PERSONAL DATA PRIVACY

By submitting a proxy form appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a shareholder of the Company (i) consents to the collection, use and disclosure of the shareholder’s personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) 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) to comply with any applicable laws, listing rules, regulations and/or guideline (collectively, the “**Purposes**”), (ii) warrants that where the shareholder discloses the personal data of the shareholder’s proxy(ies) and/or representative(s) to the Company (or its agents), the shareholder 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) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the shareholder’s breach of warranty.

Photographic, sound and/or video recording of the EGM may be made by the Company for record keeping and to ensure the accuracy of the minutes prepared for the EGM. Accordingly, the personal data of a member and/or of his/her/its proxy(ies) or representative(s) (such as his/her name, his/her presence at the EGM and any questions he/she may raise or motions he/she may propose) may be recorded by the Company for such purpose.

# PROXY FORM

## CAMSING HEALTHCARE LIMITED

(Incorporated in the Republic of Singapore)  
(Company Registration No. 197903888Z)

### PROXY FORM Extraordinary General Meeting

This form of proxy has been made available on SGXNet and may be accessed at the URL <https://www.sgx.com/securities/company-announcements>. A printed copy of this form of proxy will also be dispatched to members by post.

IMPORTANT	
1.	A member who is a relevant intermediary (as defined in Section 181(6) of the Companies Act 1967) may appoint more than 2 proxies to attend, speak and vote at the Extraordinary General Meeting ("EGM") but each proxy must be appointed to exercise the rights attached to a different share or shares held by the member (which number and class of shares must be specified).
2.	For CPF/SRS investors who have used their CPF monies to buy the Company's shares, this proxy form is not valid for use and shall be ineffective for all intents and purposes if used or purported to be used by them.
3.	CPF/SRS investors should contact their respective CPF Agent Bank or SRS Operator if they have any queries regarding appointment of their proxies.
4.	By submitting an instrument appointing proxy(ies) and/or representative(s), a member accepts and agrees to the personal data privacy terms set out in the Notice of EGM dated 9 May 2024.
5.	Please read the notes to the Proxy Form which contain instructions on, <i>inter alia</i> , the appointment of a proxy(ies).

I/We \_\_\_\_\_ (Name), \_\_\_\_\_ (NRIC/Passport/Company Registration No.)  
of \_\_\_\_\_ (Address)  
being a member/members of **CAMSING HEALTHCARE LIMITED** (the "Company"), hereby appoint:

Name	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			

and/or (delete as appropriate)

Name	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			

or failing the person, or either or both persons referred to above, the Chairman of the Extraordinary General Meeting (the "EGM" or the "Meeting") as my/our proxy/proxies to vote for me/us on my/our behalf at the EGM to be held at Spaces Singapore, #04-01, Paya Lebar Quarter 1, 1 Paya Lebar Link, Singapore 408533 on 24 May 2024 at 10.00 a.m. and at any adjournment thereof. I/We direct my/our proxy/proxies to vote for or against or abstain from voting the Resolutions proposed at the EGM as indicated hereunder. If no specific direction as to voting is given or in the event of any other matter arising at the EGM and at any adjournment thereof, the proxy/proxies will vote or abstain from voting at his/her discretion.

All resolutions put to the vote at the EGM shall be conducted by poll.

No.	Ordinary Resolutions:	For	Against	Abstain
	To approve:			
1.	the proposed placement of 60,000,007 new ordinary shares in the capital of the Company (the "Subscription Shares") at an issue price of S\$0.05 per Subscription Share (the "Proposed Placement")			
2.	the issuance and allotment of 26,000,007 Subscription Shares to Ms Duanmu Xiaoyi			
3.	the proposed issue of unlisted zero-coupon mandatory convertible bonds in the principal amount of up to S\$2,500,000 (each, a "Bond"), and the proposed allotment and issuance of new ordinary shares in the capital of the Company (the "Conversion Shares") at the conversion price of S\$0.05 per Conversion Share (or such adjusted conversion price upon any adjustment pursuant to the terms and conditions of the Convertible Bond Subscription Agreement) upon conversion of the Bonds (the "Proposed Issuance")			
4.	the issuance of Bonds in the principal amount of S\$700,000 to Ms Duanmu Xiaoyi			
5.	the proposed transfer of controlling interest to Ms Duanmu Xiaoyi arising from the Proposed Placement and Proposed Issuance			
6.	the proposed transfer of controlling interest to Mr Chen Hao arising from the Proposed Placement and Proposed Issuance.			
7.	the proposed transfer of controlling interest to Ms Liu Jing arising from the Proposed Placement and Proposed Issuance.			

**Note:** Voting will be conducted by poll. If you wish your proxy/proxies to vote all your shares "For" or "Against" the relevant resolution, please indicate with a "✓" in the "For" or "Against" box provided in respect of that resolution. Alternatively, please insert the relevant number of shares "For" or "Against" in the "For" or "Against" box provided in respect of that resolution. If you wish your proxy/proxies to abstain from voting on a resolution, please indicate with a "✓" in the "Abstain" box provided in respect of that resolution. Alternatively, please insert the relevant number of shares in the "Abstain" box provided in respect of that resolution. In the absence of specific directions in respect of a resolution, where you appoint the Chairman of the EGM as your proxy, the appointment of the Chairman of the EGM as your proxy for that resolution will be treated as invalid.



# PROXY FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_ 2024

Total number of shares in:	No. of shares
(a) CDP Register	
(b) Register of Members	

\_\_\_\_\_  
*Signature of Shareholder(s)*  
*or Common Seal of Corporate Shareholder*

## NOTES TO PROXY FORM:

### IMPORTANT

- Please insert the total number of Shares held by you. If you have Shares entered against your name in the Depository Register (as defined in Section 81SF of the Securities and Futures Act 2001), you should insert that number of Shares. If you have Shares registered in your name in the Register of Members, you should insert that number of Shares. If you have Shares entered against your name in the Depository Register and Shares registered in your name in the Register of Members, you should insert the aggregate number of Shares entered against your name in the Depository Register and registered in your name in the Register of Members. If no number is inserted, the instrument appointing a proxy or proxies shall be deemed to relate to all the Shares held by you.
- A member:
  - (otherwise than 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; and
  - 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 him (which number and class of shares shall be specified).

"Relevant intermediary" has the meaning as ascribed to it in Section 181(6) of the Companies Act 1967 of Singapore (the "Act").
- A proxy need not be a member of the Company.
- Investors who hold shares through relevant intermediaries (including CPF/SRS investors) and who wish to appoint the Chairman of the Meeting as proxy or proxies should approach their respective relevant intermediaries to submit their voting instructions at least 7 working days before the date of the EGM, in order to allow sufficient time for their respective relevant intermediaries to in turn submit a proxy form to appoint a proxy or proxies to vote on their behalf by 10.00 a.m. on 22 May 2024.
- The instrument appointing a proxy or proxies must be signed under the hand of the appointor or of his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.
- Where an instrument appointing a proxy or proxies is signed on behalf of the appointor by an attorney, the power of attorney (or other authority) or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.
- The instrument appointing proxy or proxies must be submitted to the Company in the following manner:
  - if sent personally or by post, be received at the registered office of the Company at 16 Raffles Quay, #17-03 Hong Leong Building, Singapore 048581; or
  - if submitted by email, be received by the Company, by email at [enquiry.camsing@naturesfarm.com](mailto:enquiry.camsing@naturesfarm.com), in either case no later than 10.00 a.m. on 22 May 2024, being 48 hours before the time fixed for the EGM.

**A member who wishes to submit a Proxy Form must first complete and sign the Proxy Form, before submitting it by post to the address provided above, or by scanning and sending it by email to the email address provided above. Members are strongly encouraged to submit completed Proxy Forms electronically via email.**
- Completion and return of this instrument appointing a proxy or proxies shall not preclude a member from attending and voting at the EGM. Any appointment of a proxy or proxies shall be deemed to be revoked if a member attends the EGM in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the instrument of proxy to the EGM.
- A corporation which is a member may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the EGM, in accordance with Section 179 of the Act.
- Any reference to a time of day is made by reference to Singapore time.

### PERSONAL DATA PRIVACY:

By submitting a proxy form appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a shareholder of the Company (i) consents to the collection, use and disclosure of the shareholder's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) 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) to comply with any applicable laws, listing rules, regulations and/or guideline (collectively, the "Purposes"), (ii) warrants that where the shareholder discloses the personal data of the shareholder's proxy(ies) and/or representative(s) to the Company (or its agents), the shareholder 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) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the shareholder's breach of warranty.

### GENERAL:

The Company shall be entitled to reject the instrument appointing a proxy or proxies if it is incomplete, improperly completed or illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing a proxy or proxies. In addition, in the case of a member whose shares are entered against his/her name in the Depository Register, the Company may reject any instrument appointing a proxy or proxies lodged if the member, being the appointor, is not shown to have shares entered against his/her name in the Depository Register as at 72 hours before the time appointed for holding the EGM, as certified by The Central Depository (Pte) Limited to the Company.