

NO SIGNBOARD HOLDINGS LTD.

(Company Registration No. 201715253N)

(Incorporated in Singapore)

ENTRY INTO NON-BINDING MEMORANDUM OF UNDERSTANDING

1. INTRODUCTION

The Board of Directors (the “**Board**”) of No Signboard Holdings Ltd. (the “**Company**”, and together with its subsidiaries, the “**Group**”) wishes to inform shareholders that the Company’s has on 30 April 2022, entered into a memorandum of understanding (“**MOU**”) with Gazelle Ventures Pte. Ltd. (the “**Investor**”) in respect of a proposed investment and rescue financing.

The MOU sets out certain terms and conditions which will form the broad basis of the definitive agreements to be entered into in relation to the Proposed Transactions (as defined below).

2. SALIENT INFORMATION ON THE NON-BINDING MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE PROPOSED INVESTMENT AND RESCUE FINANCING

2.1 The MOU includes the following:

- (a) the proposed investment by the Investor of a sum of up to S\$5,000,000 in the Company (the “**Proposed Investment**”), comprising of:
 - (i) S\$500,000 (“**Subscription Amount**”) by way of a subscription of new shares in the Company such that the Investor will hold a 75.0% stake in the enlarged share capital of the Company upon the resumption of trading of the shares of the Company on the Catalist Board of the SGX-ST; and
 - (ii) S\$4,500,000 (“**Additional Investment Amount**”) by way of an instrument (whether by debt or equity) to be agreed between the Investor and the Company, for working capital purposes including but not be limited to the settlement of professional, advisory and success fees on such terms and conditions as may be agreed between the Parties; and
- (b) the provision of emergency funding of S\$450,000 by the Investor to the Company (“**Rescue Financing**”) subject to the satisfaction of the necessary conditions as agreed between the Investor and the Company,

collectively, the “**Proposed Transactions**”.

2.2 Information on the Investor

The information on the Investor was provided by the Investor. In respect of such information, the Company and its Directors have not independently verified the accuracy and correctness of the same. The Company’s responsibility is limited to the proper extraction and reproduction herein in the context of the information disclosed in this announcement.

Gazelle Ventures Pte. Ltd. (“**GV**”) is a Singapore-incorporated company jointly owned by Gazelle Capital Pte. Ltd. (“**GC**”) and Valiant Investments Limited (“**VI**”).

GV invests in food, agri-tech and sustainable agriculture-related businesses. GC is a Singapore-incorporated family office with strategic investments in a wide range of businesses and projects, and VI is a boutique family office incorporated in Hong Kong. The Investor and its beneficial owners are independent third parties to the Group.

2.3 Conditions Precedent to the Proposed Investment

The Proposed Investment is subject to the satisfaction of the necessary condition precedents, including but not limited to the following:

- (a) the Company's successful application for super priority status for the Rescue Financing under Section 67 of the Insolvency, Restructuring and Dissolution Act 2018 of Singapore ("**IRDA**");
- (b) the completion of financial, legal and other due diligence on the Company and its subsidiaries to the satisfaction of the Investor;
- (c) orders by the General Division of the High Court of Singapore (the "**Court**") for the Company and its relevant subsidiaries (the "**Scheme Companies**") to:
 - (i) convene meetings of creditors and shareholders of the Scheme Companies (if applicable) (the "**Scheme Meetings**"); and
 - (ii) restrain all proceedings against the Company under the relevant provisions of the IRDA;
- (d) the approval of the scheme of arrangement for the restructuring of the existing liabilities of the Company (on terms acceptable to the Investor) (the "**Scheme**") by the creditors of the Scheme Companies ("**Scheme Creditors**") and shareholders of the Scheme Creditors (if applicable) at the Scheme Meeting(s) in compliance with the requirements of Section 210 of the Companies Act 1967 of Singapore (the "**Companies Act**");
- (e) the approval of the Court of the Scheme in accordance with Section 210(4) of the Companies Act and the Scheme having become effective upon lodgement of the same with the Accounting and Corporate Regulatory Authority of Singapore;
- (f) the approval by the Company's shareholders at an extraordinary general meeting to be convened, to approve, among other things, the Scheme, the Proposed Investment, the issue of new shares in the Company pursuant to the Scheme and the Proposed Investment, whitewash resolutions and to give effect to the Scheme and Proposed Investment and all matters incidental to or in connection with the Scheme and Proposed Investment;
- (g) the termination of all other agreements, arrangements or transactions with any third party, in relation to any funding, rescue funding, white knight arrangements, and any investments or acquisition of shares in the Company within a time period which is acceptable by the Investor in its sole discretion (acting reasonably);
- (h) any third party, regulatory or tax consents or approvals necessary for the Schemes and Proposed Investment being received on terms reasonably satisfactory to the Company and the Investor, including but not limited to any approval from statutory authorities, the Company's Sponsor, the SGX-ST and the Securities Industry Council, and such consents and approval remaining in full force and effect;
- (i) the SGX-ST having approved the resumption of trading of the shares of the Company on the SGX-ST and the listing and quotation of the new shares in the Company pursuant to the Scheme and the Proposed Investment on terms and conditions which are acceptable to the Investor. In the event that the SGX-ST requests for certain conditions to be fulfilled in order for the resumption of trading of shares of the Company to be effected, the

Company and the Investor shall use their best endeavours to do the necessary to fulfil the conditions requested by the SGX-ST; and

- (j) there being no material adverse change in the business, operations, assets, position, profits or prospect of the Company and its subsidiaries between the date of the MOU and the completion of the Proposed Investment;
- (k) no government or other person having enacted or proposed any legislation (including any subordinate legislation) or order, or imposed any conditions which would prohibit, materially restrict or materially delay the completion of the Proposed Investment; and
- (l) any other customary representations or warranties or such other representations and warranties that may be agreed on between the Company and the Investor.

The Company and the Investor agreed that they will act in good faith and work together to satisfy the conditions precedent for the Proposed Investment as reasonably practicable and in any event, no later than three (3) months from the date of entry into the MOU, or such other date that may be agreed between the Company and the Investor.

3.4 Conditions Precedent to the Rescue Financing

The Rescue Financing is subject to the satisfaction of the necessary condition precedents, including but not limited to the following:

- (a) the undertaking of financial, legal and other due diligence on the Company and its subsidiaries to the extent necessary for the Investor to establish that the Company requires the Rescue Financing on an immediate and urgent basis;
- (b) the Company's successful application for super priority status for the Rescue Financing under Section 67 of the IRDA;
- (c) the Company having obtained a moratorium for at least a period of 3 months under Section 64(1) of the IRDA or such other time period as the Company and the Investor may agree;
- (d) the execution of a super priority financing agreement (the "**Super Priority Financing Agreement**") between the Company and the Investor setting out the terms and conditions of the Rescue Financing;
- (e) the implementation of safeguards in respect of the Super Priority Financing Agreement which are satisfactory to the Investor, including but not limited to provisions stipulating that the Rescue Financing:
 - (i) shall be held in escrow for the Company's use; and
 - (ii) shall only be withdrawn with the Investor's consent (such consent not to be unreasonably withheld);
- (f) the appointment of two directors to the Board of the Company nominated by the Investor, the appointment of investor representatives nominated by the Investor to act as signatories to the bank account of the Company into which the Rescue Financing will be deposited, or the opening of an escrow account by the Company for the deposit of the Rescue Financing, the appointment of an escrow agent nominated by the Investor in respect of the escrow account and the execution of an escrow agreement between the Company and the Investor and the escrow agent, as may be determined by the Investor in its sole discretion (acting reasonably); and

- (g) the implementation of milestones to govern the disbursement and release of the Rescue Financing for the Company's use on terms which are mutually acceptable by the Company and the Investor.

Additional terms in relation to the Rescue Financing

In the event that the Rescue Financing is not granted super priority status by the Court under Section 67 of the IRDA, the Company and the Investor shall re-negotiate the terms of the MOU and the Rescue Financing.

In the event that the Rescue Financing is granted super priority status by the Court under Section 67 of the IRDA but the Scheme and/or the Proposed Investment are not completed for any reason whatsoever, the debt owed to the Investor under the Rescue Financing shall be repaid in accordance with its super-priority status and in cash.

In the event that the Scheme and the Proposed Investment are completed in accordance with their respective terms, the Rescue Financing shall be set off against the Subscription Amount and/or the Loan.

The Company and the Investor agreed that they will act in good faith and work together to satisfy the conditions precedent for the Rescue Financing and enter into the Super Priority Financing Agreement as soon as reasonably practicable and in any event, no later than sixty (60) days from the date of entry into the MOU, or such other date that may be agreed between the Company and the Investor.

The Company will make further announcements, in compliance with the requirements of the Catalyst Rules, upon the execution of the definitive agreements subsequent to the MOU and/or when there are material developments in respect of transactions disclosed in this Announcement.

The shares in the Company have been suspended from trading since 24 January 2022. Shareholders and potential investors of the Company are advised to read this announcement and any further announcements made by the Company carefully. Shareholders and potential investors of the Company are advised to refrain from taking any action with respect to their securities in the Company which may be prejudicial to their interests, and to exercise caution when dealing in the securities of the Company. Shareholders and potential investors of the Company should consult their stockbrokers, bank managers, solicitors or other professional advisers if they have any doubt about the actions they should take.

By Order of the Board

Lim Yong Sim (Lin Rongsen)
Executive Chairman and Chief Executive Officer
30 April 2022

This announcement has been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. (the "Sponsor"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "Exchange") and the Exchange assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.

The contact person for the Sponsor is Mr. Shervyn Essex, 16 Collyer Quay, #10-00 Income at Raffles, Singapore 049318, sponsorship@ppcf.com.sg.