

HEALTHBANK HOLDINGS LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration No. 201334844E)

**REVISED SALE AND PURCHASE AGREEMENT IN RELATION TO
THE PROPOSED DISPOSAL OF LIBRE HOSPITALITY LIMITED**

Unless otherwise specified, all capitalised terms shall have the same meaning ascribed to them in the announcement dated 15 June 2026 (the “1st Announcement”) and 26 June 2026.

1. INTRODUCTION

- 1.1. The Board of Directors (the “**Board**”) of the HealthBank Holdings Limited (the “**Company**” or “**Vendor**”, and together with its subsidiaries, the “**Group**”) wishes to announce that the Company and the Purchaser had, on 20 September 2026, entered into a revised sale and purchase agreement to replace the SPA (“**Revised Agreement**”). Further details of the Revised Agreement are set out on paragraph 2.

2. THE REVISED AGREEMENT

- 2.1. The Revised Agreement was entered into to amend certain terms of the SPA, so as to provide for the sale and transfer of the Sales Shares and payment of the Consideration shall be completed in two (2) tranches, with the First Tranche (as defined herein), comprising 49% of the issued share capital of the Company and the Second Tranche (as defined herein) comprising the remaining 51% of the issued share capital of the Company. The amendments made under the Revised Agreement are described at paragraph 2.3 below.

- 2.2. For avoidance of doubt, the Revised Agreement shall supersede and replace the SPA.

2.3. Salient amendments affecting the 1st Announcement

- 2.3.1. Clause 2.1 of the SPA has been varied by Clause 2.1 of the Revised Agreement to reflect that the sale and purchase of the Sale Shares will be completed in two tranches as follows:

(a) First Tranche Consideration: RMB4,410,000 (or equivalent to S\$837,893) for the sale and transfer of 49% of Sale Shares by LHL to the Purchaser (the “**First Tranche**”); and

(b) Second Tranche Consideration: RMB4,590,000 (or equivalent to S\$872,093) for the sale and transfer of 51% of Sale Shares by LHL to the Purchaser (the “**Second Tranche**”).

- 2.3.2. Certain clauses in the SPA have been varied by the Revised Agreement to reflect the changes on payment terms of the Consideration for each tranche. Pursuant thereto, the relevant paragraphs in Section 4.4 of the 1st Announcement shall now be read as follows:

4.4	The Consideration <u>for the First Tranche and the Second Tranche</u> shall be payable on the <u>First Completion Date</u> (as defined below) <u>and the Second Completion Date (as defined below), respectively</u>. Subject to the receipt of the Consideration <u>for the First Tranche and the Second Tranche, respectively</u>, the Company shall, among others, procure that LHL: (a) registers the Purchaser as the holder of the <u>First Tranche Sale Shares and the Second Tranche Sale Shares, respectively</u>; (b) cancels the old share certificate(s) in the name of the Company <u>in</u>
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relation to the First Tranche Sale Shares and the Second Tranche Sale Shares, respectively, and issues a new share certificate in the name of the Purchaser in relation to the First Tranche Sale Shares and the Second Tranche Sale Shares, respectively; and

- (c) makes all necessary filings with the Companies Registry of Hong Kong in relation to the Proposed Disposal of the First Tranche Sale Shares and the Second Tranche Sale Shares, respectively.

If the Company fails to effect such obligations by the date falling three (3) months from the First Completion Date, the Purchaser shall have the right to require the Company to pay to the Purchaser: (i) a refund of the First Tranche Consideration; and (ii) a sum of RMB900,000RMB441,000 (or an equivalent amount in Singapore dollars).

If the Company fails to effect such obligations by the date falling three (3) months from the Second Completion Date, the Purchaser shall have the right to require the Company to pay to the Purchaser: (i) a refund of the Second Tranche Consideration; and (ii) a sum of RMB459,000 (or an equivalent amount in Singapore dollars).

- 2.3.3. Clause 3.2 of the SPA has been varied by having a new long-stop date for the Completion to take place and a new Clause 3.3 is added to the Revised Agreement arising thereto. Pursuant thereto, Section 4.7(b) of the 1st Announcement shall now be read as follows:

4.7(b) Conditions precedent: Completion is conditional upon the Company having obtained the respective approvals of:

- (i) the Board;
- (ii) Shareholders at an EGM; and
- (iii) all such other approvals as may be required,

in accordance with the Singapore Exchange Securities Trading Limited ("SGX-ST") Listing Manual Section B: Rules of Catalist (the "**Catalist Rules**") for the Proposed Disposal (the "**Conditions Precedent**"), and such approval(s) not being amended or revoked before Completion, ~~within three (3) months from the date of the SPA by 30 June 2027, or such later date as may be agreed in writing by the Parties (the "Long-Stop Date")~~, failing which the SPA shall ipso facto cease and determine and none of the Parties shall have any claim against the others for costs, damages, compensation or otherwise.

For the avoidance of doubt, satisfaction of the conditions precedent set out in this Paragraph 4.7 shall apply to both the First Tranche and the Second Tranche, provided that the transfer of the Second Tranche shall remain subject to written clearance, confirmation, letter, opinion or other written communication issued by the SGX-ST which, in the reasonable opinion of the Company, satisfactorily addresses and/or clears the Company in respect of the "Cash Company" matter (i.e. the Company will not be deemed a cash company under Rule 1017 of the Catalist Rules following the Completion of the Proposed Disposal if and when it occurs) and enables the Company to proceed with the transfer of the Second Tranche (the "SGX Clearance"). The Parties acknowledge and agree that the SGX Clearance is a condition precedent to the transfer of the Second Tranche only. The Company shall use reasonable endeavours to obtain the SGX Clearance. Nothing in the SPA shall require the Company to proceed with the transfer of the Second Tranche unless and until the SGX Clearance has been received. The Purchaser acknowledges that the

timing of the SGX Clearance is dependent on SGX-ST and that the Company does not control the timing of SGX's review, consideration or issuance of the relevant clearance, confirmation, letter or opinion. The Company shall notify the Purchaser in writing/email promptly upon receipt of the SGX Clearance. For avoidance of doubt, The Company's receipt of the SGX Clearance (whether favourable or not to the Company) shall not affect or invalidate the First Completion or the Purchaser's ownership of the First Tranche.

- 2.3.4. As the Proposed Disposal is split into two (2) tranches, Clause 4.1 of the SPA has been varied by deleting it in entirety and replacing with new Clause 4.1 in the Revised Agreement and there are new completion clauses added to the Revised Agreement. Pursuant thereto, Section 4.7(c) of the 1st Announcement shall now be read as follows:

4.7(c) First Completion: The completion of the First Tranche ("**First Completion**") shall take place on the business day falling 10 business days after satisfaction of the conditions precedent (or such other date as may be agreed between the Parties) (the "**First Completion Date**").

Second Completion: Following the satisfaction of the conditions precedent and the receipt of the SGX Clearance, the Parties shall proceed with the Second Completion within 14 business days (or such other date as may be agreed in writing by the Parties) (the "**Second Completion Date**").

The Parties agree that the Second Completion shall take place no later than the Long-Stop Date, subject to receipt of the SGX Clearance. If the SGX Clearance has not been received by the Long-Stop Date, the Parties shall discuss in good faith whether to extend the Long-Stop Date. Any extension of the Long-Stop Date shall only be effective if mutually agreed in writing by both Parties. If the SGX Clearance has not been received by the Long-Stop Date and the Parties do not agree to extend the Long-Stop Date, either Party may terminate the uncompleted portion of the transaction relating to the Second Tranche by written notice to the other Party. Any termination pursuant hereto shall be without prejudice to:

- (a) the First Completion and the Purchaser's ownership of the First Tranche;
- (b) any rights or obligations which accrued prior to such termination; and
- (c) any provisions of the SPA which are intended to survive termination.

For avoidance of doubt, the expiry of the Long-Stop Date shall not automatically unwind or reverse the First Completion unless otherwise expressly agreed in writing by the Parties.

3. RELATIVE FIGURES UNDER RULE 1006 OF THE CATALIST RULES AND FINANCIAL EFFECTS OF THE PROPOSED DISPOSAL

There are no changes to the relative figures under Rule 1006 of the Catalist Rules and the pro forma financial effects of the Proposed Disposal on the NTA per Share and LPS arising from the Revised Agreement.

4. FURTHER ANNOUNCEMENTS

The Company will make the appropriate announcements as and when there are material developments on the Proposed Disposal.

5. CAUTIONARY STATEMENT

Shareholders and potential investors are advised to read this announcement and any further announcements by the Company carefully, and to exercise caution in trading their Shares. The Proposed Disposal is subject to certain conditions and there is no certainty or assurance as at the date of this announcement that the Proposed Disposal will be completed, or that no changes will be made to the terms thereof. Accordingly, shareholders and potential investors are advised to read this announcement and any further announcements by the Company carefully, and exercise caution before making any decision in respect of their dealings in the Shares of the Company. Shareholders and potential investors should consult their stock brokers, bank managers, solicitors or other professional advisors if they have any doubt about the actions they should take.

6. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors of the Company collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Proposed Disposal, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading.

Where information in this announcement 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 announcement in its proper form and context.

7. DOCUMENT AVAILABLE FOR INSPECTION

A copy of the Revised Agreement will be available for inspection during normal business hours at the Company's registered office at 15 Scotts, 15 Scotts Road, #04-08, Singapore 228218 for a period of three (3) months from the date of this announcement.

BY ORDER OF THE BOARD

Peng Fei
Executive Director and Chief Executive Officer
21 September 2026

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

The contact person for the Sponsor is Ms Lee Khai Yinn (Tel: +65 6232 3210) at 1 Robinson Road, #21-01, AIA Tower, Singapore 048542.