

6 June 2018

SSX Release

### **Further Amended Notice of Meeting**

Further to the previous announcement, Australia Samly Holdings Group Limited (SSX: 8SA) (**Company**) hereby updates the Chinese translation in the Notice of Meeting.

Please find enclosed Notice of Meeting in both English and Chinese, which replaces the all other versions of the Notice of Meeting that are previously announced. This version prevails in the event of any inconsistency.

**There is a Chinese version attached to this announcement and the Chinese version is an accurate translation of the content of the English version and in the event of any inconsistency between the English and Chinese versions, the English version prevails.**

Ms Ying Yao

Company Secretary

On behalf of Australia Samly Holdings Group Limited

2018 年 6 月 6 日

悉尼证券交易所公告

### **进一步修订的会议通知**

上一次公告后，澳大利亚生命力控股集团（悉尼证券交易所交易代码：8SA）（公司）对会议通知的中文翻译在此做出进一步更新。

附件的中英文会议通知代替了之前已公告的所有版本的会议通知。请以此版本为准。

姚瑛

公司秘书

代表澳大利亚生命力控股集团

**AUSTRALIA SAMLY HOLDINGS GROUP LIMITED  
(ACN 164 307 975)**

**NOTICE OF GENERAL MEETING AND  
EXPLANATORY STATEMENT**

**Time:** 10.00 am (Beijing Time) / 12.00 pm (AEST)  
**Date:** Wednesday 11 July 2018  
**Place:** B412, Shahe Century Square, Huaqiaochen,  
Nanshan District, Shenzhen, Guandong, China

**Important Information**

This is an important document. Please read the information in this Notice of General Meeting and Explanatory Statement very carefully. It is important that you either attend the meeting or complete and lodge the enclosed proxy form.

The information provided in this Booklet is not financial product advice. This Booklet contains general information only. The Booklet does not take into account the investment objectives, financial situation and particular needs of individual investors. Accordingly, nothing in this Booklet should be construed as an investment recommendation by Australia Samly holdings Group Limited, or any associates of Australia Samly holdings Group Limited, or any other person concerning an investment in Australia Samly holdings Group Limited.

It is important that you read the entire Booklet before making any decision about how to vote. If you are in doubt about what to do in relation to the resolutions, you should consult your financial or other professional advisor.

## Notice of General Meeting

Notice is hereby given that a general meeting (**Meeting**) of the shareholders of Australia Samly Holdings Group Limited (ACN 164 307 975) (**Company**) will be held at **10.00 am (Beijing Time) / 12.00 pm (AEST) on Wednesday 11 July 2018** at B412, Shahe Century Square, Huaqiaochen, Nanshan District, Shenzhen, Guangdong, China.

Terms and abbreviations used in this Notice of Meeting and Explanatory Statement are defined in section 3 "Definitions" of the Explanatory Statement.

The Meeting will be held for the purpose of transacting the following business:

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### 1. Business

To consider and, if thought fit, to pass the following resolutions as resolutions approved by all the members:

#### **Resolution 1: Removal of the Company from the Official List of the SSX**

*"That, for the purposes of Listing Rule 14.18, the Company's request for removal from the official list of the SSX is authorised and approved by the Shareholders, and the directors of the Company are authorised to do all things necessary to give effect to the removal of the Company from the Official List of the SSX."*

#### **Resolution 2: Selective Share Buy-Back**

*"That, for the purpose of section 257D(1)(a) of the Corporations Act and for all other purposes, the selective share buy-back of all of the shares in the Company held by the Eligible Shareholders listed in the Statement of Material Information annexed to the Notice of Meeting be approved and effected on the terms set out in the Share Buy-back Agreement annexed to the Notice of Meeting."*

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### 2. Voting Exclusion

#### **Resolution 1: Removal of the Company from the Official List of the SSX**

There is no voting exclusion in relation to the Resolution 1.

#### **Resolution 2: Selective Share Buy-Back**

In accordance with s257D(1)(a) of the *Corporations Act*, the Company will disregard any votes cast in favour of Resolution 2 by the Eligible Shareholders and any of their associates.

The Company will also disregard any vote cast in favour of Resolution 2 by Samly (International) Biotechnology Limited, Vita-Tech (International) Biotechnology Limited and any of their associates (**Controlling Shareholders**) as the level of control by the Controlling Shareholders will increase as a result of the success of the Share Buy-back.

However, the Company may not disregard a vote cast if it is cast:

- By a person as proxy for a person who is entitled to vote in accordance with the directions on the proxy form; or

- By the person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with the direction of the proxy form to vote as the proxy decides.

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### 3. Voting instruction

#### How to vote

You may vote in one of two ways:

- attending the meeting and voting in person (if a corporate shareholder, by representative); or
- voting by proxy (see below on how to vote by proxy).

#### Corporations

To vote at the Meeting, a Shareholder that is a corporation must appoint an individual to act as its representative. The appointment must comply with section 250D of the Act. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which it is signed.

Alternatively, a corporation may appoint a proxy.

#### Voting in person

To vote in person, attend the meeting on the date and at the time and place set out above.

#### Voting by proxy

To vote by proxy, please complete and sign the proxy form attached to this Notice of Meeting as **Annexure A** as soon as possible and either:

- post the proxy form to the Company's office at Tower One - International Towers Sydney, Level 46, 100 Barangaroo Avenue, Sydney NSW 2000; or
- by facsimile to facsimile number +61 2 9225 1595.

Pursuant to section 250B(5) of the Act, the directors of the Company have determined that, for the purposes of voting at the Meeting, the Company may accept proxy forms until **5.00 pm (Beijing Time) / 7.00 pm (AEST) on Monday 9 July 2018**. Any proxy forms received after this time will not be accepted by the Company for the purposes of voting at the Meeting.

A member who is entitled to attend and vote at the Meeting may appoint a person, who need not be a member of the Company, as the member's proxy to attend and vote on behalf of the member.

A member who is entitled to cast 2 or more votes may appoint 2 or more proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the appointment is signed by an attorney, the power of attorney or certified copy of it must be sent with the proxy form.

#### Eligibility to vote

In accordance with Regulation 7.11.37 of the *Corporations Regulations 2001*, the Board has determined that a person's entitlement to vote at the Annual Meeting will be the entitlement of that person set out in the Register of Members as at **5.00 pm (Beijing Time) / 7.00 pm (AEST) on**

**Monday 9 July 2018.** Accordingly, transactions registered after that time will be disregarded in determining a Shareholder's entitlement to attend and vote at the Meeting.

### **Voting procedure**

Every question arising at the Meeting will be decided in the first instance by a show of hands. A poll may be demanded in accordance with the Constitution. On a show of hands, every Shareholder who is present in person or by proxy, representative or attorney, will have one vote. Upon a poll, every person who is present in person or by proxy, representative or attorney will have one vote for each share held by that person.

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## **4. Questions**

If you have any queries on how to cast your votes and the Meeting in general, please contact the Company:

- **By Post:**

Australia Samly Holdings Group Limited  
c/- Baker McKenzie  
Level 46, 100 Barangaroo Avenue  
Sydney NSW 2000

- **By Email:**

Ying Yao (Executive Director and Company Secretary)  
[373016759@qq.com](mailto:373016759@qq.com)

Pin Yin (Executive Director)  
[bod002@samly.net](mailto:bod002@samly.net)

### **By order of the Board**

**Ying Yao**  
Executive Director and Company Secretary  
6 June 2018

## Explanatory Statement

This Explanatory Statement contains an explanation of, and information about, the Resolutions. This Explanatory Statement (together with the Annexures) forms part of the Notice of Meeting and should be read together with the Notice of Meeting.

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### 1. Resolution 1 - Removal of the Company from the Official List of the SSX

#### 1.1 Summary

Resolution 1 seeks Shareholders' approval under Listing Rule 14.18 for the Company's removal from the Official List of the SSX. If Resolution 1 is passed, and subject to fulfilment of the conditions imposed by the SSX, the Company will be removed from the Official List and the Company's shares will cease to be traded on the SSX.

#### 1.2 Conditions

On 30 May 2018, the Company received in-principle advice decision from the SSX for the Company's removal request.

On 31 May 2018, the Company lodged formal application for removal of the Company from the Official List in accordance with Listing Rule 14.18.

On 31 May 2018, SSX has made a conditional decision to the Company's formal removal request. SSX has advised that it would remove the Company from the Official List, subject to compliance with the following conditions:

- (a) the request for removal of the Company from the Official List of the SSX is approved by ordinary resolution of the Shareholders;
- (b) the removal from the Official List does not take place any earlier than one months after security holders have approved the removal and is conditional upon the completion of the proposed Share Buy-back is approved by the Shareholders.
- (c) the Notice of Meeting seeking Shareholders' approval for the delisting sets out clearly the timetable that will be followed for the delisting and the Share Buy-back and is otherwise in compliance with the requirement set out in paragraph 6.19(2) of the SSX Guidance Note 7;
- (d) the Notice of Meeting and the relevant materials for the Share Buy-back will be disseminated to Shareholders in both English and Chinese languages;
- (e) the Company's independent directors provide a statement in the Notice of Meeting about whether the price for the Share Buy-Back is fair and reasonable, and whether Shareholders should vote in favour of the Share Buy-Back, particularly regarding how much the Company is paying for the Shares in the Share Buy-back;
- (f) The Company's independent directors provide a statement in the Notice of Meeting about the proposed shareholder loan provided by Mr Chen would not prejudice the Company's ability to pay back other creditors and would be on arm-length terms;
- (g) the relevant disclosures associated with the Share Buy-Back is made within the prescribed timeframes set out in Listing Rule 9.5; and

- (h) payment of various fees and charges as stipulated in the fee schedule published by the SSX.

### 1.3 Timetable for removal from the Official List

Event	Date
SSX approves Notice of Meeting and provides conditional approval for delisting	31 May 2018
Company announces the proposed Share Buy-Back and delisting	31 May 2018
Dispatch the Notice of Meeting to the Shareholders	11 June 2018
General Meeting held	11 July 2018
Suspension Date	8 August 2018
Delisting Date	13 August 2018

The timetable is indicative only and may be subject to change.

For a more detailed timetable including the timeframe of the Share Buy-Back, please refer to Annexure B Statement of Material Information.

### 1.4 Independence of Resolution 1 and Resolution 2

Resolution 1 is not conditional on Resolution 2 being passed. As such, even if Resolution 2 is not passed by Shareholders, Resolution 1 can still be passed and become effective.

### 1.5 Reasons for seeking approval for delisting

The proposed delisting is considered by the Directors to be in the best interests of the Company for the following reasons:

#### (a) Low level of trading on SSX

In the past 12 months, there have been only limited trades on SSX in the Shares. During calendar year 2017, there were a total of 7 transactions on SSX for a total of 138,645 shares for a total value of \$122,619.7. Approximately 86.61% of the Shares are held by the top six substantial Shareholders. The concentrated shareholding limits both the 'free-float' of Shares listed on SSX and investor interest in trading Shares via the SSX.

#### (b) Listing and related costs

Given the low level of trading of the Shares on the SSX, the Directors consider that the financial, administrative and compliance obligation and costs associated with maintaining a SSX listing (in the order of \$100,000 per annum) mean that listing is no longer justified.

### 1.6 Exit mechanism for minority Shareholders to realise Shares

As part of the proposed delisting and subject to shareholder approval, the Company proposes to undertake an off-market selective share buy-back to provide minority Shareholders, who have not expressed the willingness to stay as shareholders of the Company with an opportunity to realise their Shares before the Company delists.



### **1.7 Potential disadvantages for removal from Official List**

Shareholders may perceive certain potential disadvantages associated with the Company's removal from the Official List, including the following:

**(a) Ability to sell shares and realise investment in the company**

As the shares of the Company will no longer be traded on SSX from the Delisting Date, the liquidity of the shares will be diminished. However, the minority Shareholders, who have not expressed the willingness to stay as shareholders of the Company, have been offered an opportunity to realise their shares by participating in the Share Buy-back.

In order to address this, the Company will consider to apply to ASIC for permission for the trading of its Shares to be conducted under a low volume financial market as contemplated by ASIC Information Sheet 217 if the Directors think it is necessary for the shareholders trading and protection purpose, especially in the event that not all Eligible Shareholders accept the offer in the Share Buy-back as described below. This potentially applies if no more than 100 share transfers are entered into of up to \$1.5 million in the previous 12 month period. This enables the Company to facilitate the transfer of Shares notwithstanding the fact that the Shares will no longer be traded on SSX.

**(b) Limited means to raise capital after delisting**

As an unlisted company, the Company may no longer be able to issue securities using limited disclosure documents. Therefore, if the Company wishes to raise capital it would generally have to do so either by way of an offer of securities under a full-form prospectus or by way of a placement to sophisticated and professional investors. However, the Directors do not currently intend to undertake any capital raising in the short to medium term.

**(c) SSX Listing Rules will no longer apply to the Company**

The reduction of obligations associated with a listing on SSX may include relief from some reporting and disclosure requirements, removal of restrictions on the issue of Shares by the Company, requirements concerning significant changes to the Company's activities and relief from certain corporate governance matters. The absence of continued restrictions in these areas may be perceived to be a disadvantage to some Shareholders, particularly minority Shareholders.

### **1.8 Effect of Removal from the Official List**

This section sets out general and specific information regarding the effect of the Company's being removed from the Official List.

**(a) General**

Following delisting the Company will conduct its business as usual. The Company will continue to focus on developing its core business, maintaining long-term client relationships as well as strengthening its R&D capacities and human resources.

The Board does not consider that the proposed removal from the Official List will have any direct adverse effect on the financial position of the Company. On the contrary, as noted in Section 1.5 (b), the delisting would eliminate some expenses associated with being a listed company.



Following the Delisting Date, the Company may seek Shareholders' approval to change its company type from a public company to a proprietary company, which is subject to fewer reporting and disclosure obligations.

The Company's corporate governance practice and procedures may be adjusted in accordance with its listing status and company type.

**(b) SSX Listing Rules**

Once being removed from the Official list, the Company will no longer be subject to the SSX Listing Rules, which include but not limited to the following:

- (i) the Company is no longer required to complete and lodge quarterly reports with the SSX;
- (ii) the Company will no longer be subject to the provisions of Listing Rule 8.1, which requires that the prior approval of Shareholders be obtained for an issue of equity securities greater than 15% of its existing securities, unless an exception applies;
- (iii) the Company will not be required to seek Shareholders' approval for transactions relating to acquisition or disposal of a substantial asset involving a director or other persons, or the issue of shares to director and other related parties, under the Listing Rules.

**(c) Significant transaction**

The Company will not be subject to the provisions of Listing Rule 16 regarding change of nature and scale of activities, or change of principal undertaking. These rules provide for Shareholders' approval of significant changes to a Company's assets, undertakings or activities in certain circumstances. As stated above, the Company has no current intention to change its activities or dispose of a major asset.

**(d) Continued application of the Corporations Act**

The Company will remain subject to the Corporations Act, including the range of protections afforded to Shareholders under the Corporations Act.

However, the following provisions of the Corporations Act will no longer apply to the Company.

- (i) the Company will not be required to lodge half year report; and
- (ii) as the Company does not have 100 or more Shareholders, the Company will not be required to give continuous disclosure of material matters by filing notices with ASIC under section 675 of the Act.

**(e) Constitution**

The substance of the Constitution will not be affected on the Company's removal from the Official List (other than any references to the Listing Rules will have no effect).

**(f) Corporate Governance**

Subsequent to removal of the Company from the Official List, the Company would review and amend its corporate governance policies and procedures, as those policies and procedures pertain to SSX requirements.

**(g) Share numbers and share capital**

The Company has 31,696,297 Shares on issue as at the date of this Notice. There are no other classes of shares on issue in the Company other than the Shares and all Shares are fully paid. The delisting will, of itself, have no impact on the number of Shares. If approved, the Company will continue to have 31,696,297 Shares on issue.

If Resolution 1 is passed, and the Company conducts the Share Buy-Back, then the number of Shares on issue will decrease as set out in Resolution 1.

**(h) Assets and Liabilities**

The Directors consider that the delisting will not adversely affect the Company's capacity to meet its existing and anticipated obligations and pay its debts as and when they fall due. As noted above, the Directors believe that the delisting will result in certain cost savings for the Company.

**(i) Effect on creditors**

Having regard to the Company's current, anticipated and contingent financial requirements, the Directors, especially the Non-Executive directors have assessed that the delisting will not adversely impact the rights of the Company's creditors or the ability of the Company to pay its debts as and when they fall due. As discussed above, the Directors believe that delisting will afford certain cost savings to the Company.

**(j) Disclosure of Share Price**

The Company's Share price and trading history will no longer be available on the SSX website or newspapers and stock ticker services.

**1.9 Directors' Recommendation**

The Directors unanimously support the delisting and recommend that Shareholders vote in favour of Resolution 1. In this regard, each of the following directors is in support of Resolution 1:

- (a) the independent directors, Mr Weicheng Huang and Mr Enhua Huang; and
- (b) the executive directors, Ms Pin Yin and Ms Ying Yao, and the executive director and chairman, Mr Liangchao Chen.

The Board recommends that the Shareholder seek legal, financial and tax advice about the potential impact of this Resolution, including the potential advantages and disadvantages of holding shares in a company that is not listed on SSX.

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**2. Resolution 2 - Selective Share Buy-Back**

**2.1 Summary**

The Company proposes to make a selective off-market share buy-back from the Eligible Shareholders.

Under the Corporations Act, a company may make a selective buy-back if the buy-back does not materially prejudice the company's ability to repay its creditors and it follows a procedure set out in Division 2 of Part 2J.1 of the Corporations Act.

The Corporations Act also requires that a special resolution approving the terms of the selective buy-back is passed at a general meeting.

## **2.2 Terms of Share Buy-Back Agreement**

Please refer to Annexure C for a pro forma Share Buy-Back Agreement.

## **2.3 Independence of Resolution 1 and Resolution 2**

Resolution 2 is dependent on Resolution 1 being passed. As such, if:

- (a) Resolution 1 is not passed by Shareholders, this Resolution will not be proposed; or
- (b) Resolution 1 is passed and Resolution 2 is not passed, the Share Buy-Back will not occur.

## **2.4 Statement of Material Information**

The Corporations Act requires that a statement setting out all information known to the Company that is material to the decision how to vote on the resolution be included in the Notice of Meeting.

Please refer to the Annexure B for material information you need to know in relation to voting on this resolution including Directors' recommendation.

## **2.5 Directors' Recommendation**

The Directors, excluding Mr Liangchao Chen, who is related party in the Share Buy-back, unanimously support the Share Buy-back and recommend that Shareholders vote in favour of Resolution 2. In this regard, each of the following directors is in support of Resolution 2:

- (a) the independent directors, Mr Weicheng Huang and Mr Enhua Huang; and
- (b) the executive directors, Ms Pin Yin and Ms Ying Yao.

The Board recommends that the Shareholder seek legal, financial and tax advice about the potential impact of this Resolution, including the potential advantages and disadvantages of approving the Share Buy-back.

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## **3. Definitions**

In this Notice of Meeting and Explanatory Statement:

**ASIC** means Australia Securities and Investment Commission.

**Board** means the board of Directors.

**Buy-back Price** means \$0.88 per share.

**Company** means Australia Samly Holdings Group Limited (ACN 164 307 975).

**Constitution** means the constitution of the Company as the commencement of the Meeting.

**Controlling Shareholders** means Samly (International) Biotechnology Limited, Vita-Tech (International) Biotechnology Limited and any of their associates.

**Corporations Act** means the *Corporations Act 2001*(Cth).

**Delisting Date** means 13 August 2018, being the anticipated date that the Company is removed from the Official List, subject to Resolution 1 being passed.

**Director** means a director of the Company.

**Eligible Shareholders** means the Shareholders set out in section 2 of Appendix B - Statement of Material Information.

**Explanatory Statement** means the Explanatory Statement attached to the Notice of Meeting.

**Independent Directors** means Mr Weicheng Huang and Mr Enhua Huang.

**Listing Rules** means the listing rules of SSX.

**Meeting or General Meeting** has the meaning in the introductory paragraph of the Notice of the General Meeting.

**Members** means shareholders of the Company.

**Notice of Meeting** means this notice of extraordinary general meeting.

**Official List** means the official list of SSX

**Resolution** means a resolution proposed to be considered and, if thought fit, to be passed at the Meeting.

**Register of Members** means the register of Members of the Company.

**Share Buy-back** means the selective share buy-back from the Eligible Shareholders as described in Resolution 2.

**Share Buy-back Agreement** means the agreement for the Share Buy-Back to be entered into between the Company and the Eligible Shareholders.

**Shareholders** means a shareholder of the Company.

**SSX** means Sydney Stock Exchange Limited (ACN 080 399 220).

In this Notice of Meeting and Explanatory Statement words importing the singular include the plural and vice versa.

## Annexure A: Proxy Form

### Annual General Meeting of Australia Samly Holdings Group Limited

<b>Time</b>	10.00 am (Beijing Time) / 12.00 pm (AEST) on Thursday 12 July 2018
<b>Date</b>	Wednesday 11 July 2018
<b>Place</b>	B412, Shahe Century Square, Huaqiaochen, Nanshan District, Shenzhen, Guandong, China

We, .....(Name of Shareholder) of .....  
(Address of Shareholder), being a Shareholder of Australia Samly Holdings Group Limited (ACN 164 307 975) (**Company**), hereby appoint:

- ☐ the Chair of the Meeting; or  
☐ the following person:

.....(Name of proxy) of .....  
.....(Address of proxy),  
or, failing that person or if no person is named, the Chair of the Meeting, as our proxy to vote on my/our behalf at the meeting of the Shareholders of the Company to be held at the time, date and place indicated above and at any adjournment of that meeting.

**Please indicate how you direct your proxy to vote.** If you wish to direct your proxy how to vote, please mark the appropriate box below. If you do not direct your proxy on any item, your proxy may vote as he or she thinks fit.

The proxy is directed to vote in the following manner:

	For	Against	Abstain
<b>Resolution 1: Removal of the Company from the Official List of the SSX</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Resolution 2: Selective Share Buy-Back</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Signed:**

.....  
(Signature of member)

.....  
(Name of member appointing the proxy)

## Annexure B: Statement of Material Information

### Statement of Material Information

It is proposed that Australia Samly Holdings Group Limited (*Company*) enter into an agreement (*Share Buy-back Agreement*) to buy back 2,264,300 fully paid ordinary shares (*Shares*) in the Company held by shareholders as set out in section 2 below (*Eligible Shareholders*) under a selective buy-back (*Buy-back*). The following sets out details required by the *Corporations Act* to be provided to all Members in connection with the approval of the Share Buy-back Agreement.

#### 1. Text of resolution

The text of the proposed resolution approving the Share Buy-back Agreement is as follows:

*"That, for the purpose of section 257D(1)(a) of the Corporations Act and for all other purposes, the selective share buy-back of all of the shares in the Company held by the Eligible Shareholders listed in the Statement of Material Information annexed to the Notice of Meeting be approved and effected on the terms set out in the Share Buy-back Agreement annexed to the Notice of Meeting."*

#### 2. Eligible Shareholders

The Company proposes to buy back all of the Shares held by the following Eligible Shareholders, who are the minority Shareholders that have not expressed their willingness to stay as shareholders of the Company as of 6 June 2018.

No.	Name	Shareholding
1	MR YIFENG YANG	250,000
2	MS YUN ZHANG	250,000
3	MS BINGQING YIN	226,210
4	MR GUANGYAO WANG	198,645
5	MR YUXI WANG	193,790
6	MR ZHONGZHUN ZHANG	110,000
7	MR TIANFANG KUANG	100,000
8	MR WUBIN PENG	67,500
9	MR WEICONG LI	60,000
10	MR HUI LI	54,000
11	MS XIAOQING WANG	50,000
12	MR ZHIJIAN WU	50,000
13	MR HAO WEI	48,000
14	MR LICHU FENG	40,000
15	MS HUIZHEN GE	40,000
16	MRS ZHUOJUN WANG	40,000
17	MS LILI XIAO	40,000
18	MS ZHUQING TANG	35,000
19	MR WENSHENG HE	34,355
20	MR QINGNIAN PENG	30,000
21	MR ZIYOU XIAO	27,000

No.	Name	Shareholding
22	MR XIAOMING HUANG	24,000
23	MS CHANG LIU	20,000
24	MR KECHENG LIU	20,000
25	MS JIANYING WANG	20,000
26	MR WENJIAN WANG	20,000
27	MS ZHUOJUN WANG	20,000
28	MR CHUNMING ZHAO	18,000
29	MR CHENGBIN CAI	15,000
30	MR JUNBIAO LI	15,000
31	MR HUIHUA GAO	10,000
32	MS MIN HUANG	10,000
33	MR MIN LI	10,000
34	MS XIN LU	10,000
35	MR DEQUAN PENG	10,000
36	MS RUIJUAN HUANG	8,000
37	MR HEKUN WANG	8,000
38	MS DANZI LOU	6,800
39	MR ENHUA HUANG	5,000
40	MR GUO HUI HUANG	5,000
41	MR ZHI RONG TAN	5,000
42	MR YUEHUAI WANG	5,000
43	MS HEPING ZHANG	5,000
44	MS JINGMING ZHANG	5,000
45	MR SHUKUI CHEN	4,000
46	MS SHAO PING DANG	4,000
47	MR TIEJUN YANG	4,000
48	SHAOWEI CHEN	3,000
49	MS XING XIA DENG	3,000
50	MR JIONG LIANG	3,000
51	HUIYUAN CHEN	2,000
52	MISS RUIQIN DU	2,000
53	MR WEICHENG LIANG	2,000
54	JUN LI	2,000
55	YING LIN & WILLIAM DAVID	2,000
56	YING LIN	2,000
57	MR TAO SUN	2,000
58	MRS FANG TIAN	2,000
59	MR XICHENG XIE	2,000
60	MR CHANGHUI YUAN	2,000
61	MR WEN ZHONG YUAN	2,000
62	MISS YAQI ZHANG	2,000
	<b>Total</b>	<b>2,264,300</b>

In total, the Eligible Shareholders holds 2,264,300 Shares of the Company.



### 3. Change in Control

The table below sets out the effect of the Share Buy-back on the Company's share capital before and on the completion of the Share Buy-back:

Name of Shareholder	Pre Buy-back		Post Buy-back	
	Shareholding	Percentage	Shareholding	Percentage
Samly (International) Biotechnology Limited <sup>1</sup>	17,700,000	51.10%	17,700,000	54.68%
Ru Xin (International) Investment Co. Limited	4,500,000	12.99%	4,500,000	13.90%
Vita-Tech (International) Biotechnology Limited <sup>1</sup>	3,600,000	10.39%	3,600,000	11.12%
Full Care (International) Investment Co. Limited	3,600,000	10.39%	3,600,000	11.12%
Sunswelting Investment Development Co. Limited	600,000	1.73%	600,000	1.85%
MS MO YIN	529,800	1.53%	529,800	1.64%
MS HAIYANG PENG	393,450	1.14%	393,450	1.22%
MS PIN YIN	334,500	0.97%	334,500	1.03%
MS BO PENG	301,700	0.87%	301,700	0.93%
MS YAQIONG ZHONG	277,450	0.80%	277,450	0.86%
MS BEI WANG	274,500	0.79%	274,500	0.85%
MISS LEI WANG	260,800	0.75%	260,800	0.81%
<b>Eligible Shareholders</b>	<b>2,264,300</b>	<b>6.54%</b>	<b>Nil</b>	<b>Nil</b>
<b>Total</b>	<b>34,636,500</b>	<b>100.00%</b>	<b>32,372,200</b>	<b>100.00%</b>

**Note:**

- 1) Mr Liangchao Chen, who is the executive director and chair of the Company, holds 100% of shares in Samly (International) Biotechnology Limited and Vita-Tech (International) Biotechnology Limited.

### 4. Summary of the Share-buy Back Agreement

The key terms of the Share Buy-back Agreement are as set out as below:

- The Company will buy all Shares held by the Vendor at \$0.88 per share; and
- The completion of the Buy-back is conditional on obtaining shareholder approval and fulfilling the delisting conditions imposed by SSX.

Participation of the Share Buy-back is voluntary. If an Eligible Shareholder does not wish to participate in the Share Buy-back, he/she does not need to do anything.

### 5. Share Buy-back price

The Company will pay \$0.88 per share in the Share Buy-back (**Buy-Back Price**).

The last sale price of the Shares as at 26 April 2017 is \$0.86. However, according to the Company's financial statements as dated 30 June 2017, the net asset value per Share is \$0.02 and the basic loss per Share is \$0.04.

In determining the Buy-back Price, the Directors sought to balance the interest of Shareholders who wish to participate in the Share Buy-back and the Shareholders who wish to retain their Shares. The Directors also sought to ensure that the Company remains properly funded to continue its activities.

The Independent Directors of the Company consider that the Buy-back Price is reasonable on the basis that this price allows the Company to remain properly funded as well as provides a premium to the current market price. Hence, the Independent Directors recommend that the Shareholders vote in favour of the Share Buy-back.

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## **6. Reasons why the buy-back is proposed**

The buy-back has been proposed because the Company intends to be removed from the Official list of the Sydney Stock Exchange (SSX). In accordance with SSX Guidance Note 7, the Company needs to put in place arrangements to enable shareholders to sell or otherwise realise their securities in the lead up to, and/or after its removal from the official list.

The Buy-back offers the Eligible Shareholders an opportunity to realise their Shares at a premium to the current market price of the Shares.

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## **7. Advantages of the Buy-back**

The Buy-back is beneficial to both the Eligible Shareholders and the remaining Shareholders.

For the Eligible Shareholders, the Share Buy-back provides the Eligible Shareholders an exit mechanism to realise their Shares at a premium to market price, especially given that the liquidity of the Shares has been low in the past 12 months with only 7 transactions on SSX.

For the remaining Shareholders, the Share Buy-back allows the Company to be removed from the official list of SSX, which reduces continuing costs related to being a listed company. Therefore, the benefits of the Buy-back to the remaining Shareholders include an increase in future earnings and cash flow per share and the resultant increase in the underlying equity position.

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## **8. Disadvantages of the Buy-back**

The principal disadvantage of the Buy-back will be the decrease in the Company's cash reserves and the increase in the Company's liabilities. Please refer to section 11 below for more information regarding the funding arrangement.

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## **9. Procedural requirements**

To enable the Company to conduct the selective Share Buy-back, section 257D(1) of the Corporations Act requires the terms of the Share Buy-back Agreement to be approved before it is entered into by either:

- a special resolution passed at a general meeting of the Company with no votes being cast in favour of the resolution by any person whose shares are proposed to be bought back or by their associates; or
- a resolution agreed to, at a general meeting, by all ordinary shareholders;

or the agreement must be conditional on such an approval.

Under the Resolution, the Company is seeking shareholder approval by way of a Special Resolution passed at the General Meeting with no votes being cast in favour of the Resolution by any person whose shares are proposed to be bought back or their associates.

## 10. Proposed Timetable

The timetable for the Buy-Back is set out as below.

Event	Date
SSX approves notice of meeting and provides conditional approval for delisting	31 May 2018
Company announces the proposed Share Buy-back and Delisting	31 May 2018
Ex-entitlement Date	4 June 2018
Shareholder Record Date	6 June 2018
Company lodges Notice of Share Buy-back - Appendix 9-1	6 June 2018
Dispatch the Notice of General Meeting to the Shareholders	11 June 2018
Record date for meeting	9 July 2018
Meeting date of the General Meeting	11 July 2018
Announcement of outcome of the General Meeting	11 July 2018
Dispatch the Booklet and the Share Buy-back Agreement to the Eligible Shareholders	11 July 2018
Share Buy-back Offer closing date	7 August 2018
Announcement of outcome of Share Buy-back	8 August 2018
Completion of the Share Buy-back Agreement	8 August 2018
Company lodges Final Buy-back Notice - Appendix 9-4	8 August 2018
Suspension from SSX	8 August 2018
Delisting	13 August 2018

This timetable is indicative only and may be subject to change.

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## 11. Source of funds for the Buy-back and impact on Creditors

The total consideration payable by the Company for the Buy-back will be up to \$1,992,584. The Company plans to fund \$1,000,000 by its cash reserve and the balance of \$992,584 by a shareholder loan (**Buy-back Loan**) offered to the Company by Mr Liangchao Chen, who is the Chair of the Company (together, **Funding Arrangement**).

The Buy-back Loan, which is a related party transaction, has a term of five years with no interests or securities. In accordance with section 210 of the Corporations Act, shareholder approval is not needed if the terms of a related party contract are less favourable to the related party than terms on arm-length basis. The Independent Directors consider that the terms of the Buy-back Loan is less favourable to the related party than terms on arm-length basis, therefore a shareholder approval is not required for this related party transaction.

The Corporations Act also requires that a selective buy-back does not materially prejudice the Company's ability to pay its creditors. After consulting with the Company's auditor about the Funding Arrangement, the Independent Directors are of the opinion that the Funding Arrangement will not materially prejudice the Company's ability to pay its creditors.

In the opinion of the directors, there will be no going concern for the operation of the Company arising from adopting the Funding Arrangement in the Buy-back.

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## 12. Likely effect on the Company

The making of the proposed Share Buy-back will reduce the Company's cash resources by \$1,000,000 and increase the Company's liability by \$992,584. The independent directors have provided a written confirmation that, after their consultation with the auditors of the Company, the Share Buy-back will not materially prejudice the Company's ability to pay its creditors.

The Share Buy-back will also lead to a reduction in the issued share capital of the Company by 2,264,300 Shares.

In the opinion of the directors, the Share Buy-back will not otherwise affect the Company's financial position.

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## 13. Statement of solvency

All of the directors of the Company have satisfied themselves as to the solvency of the Company following the Share Buy-back.

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## 14. Other relevant information

There is no other information known to any of Directors which has not previously been provided to members and which may reasonably be expected to influence a person in deciding whether or not to vote in favour of the resolution.



**Annexure C: Share Buy-Back Agreement**

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## **Share Buy-Back Agreement**

**Australia Samly Holdings Group Limited**

**[Name of the Vendor]**

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**Title**                      **Share Buy-Back Agreement**

**Date**

**Parties**                      **Australia Samly Holdings Group Limited** (ACN 164 307 975) of c/- Baker & McKenzie, Tower One - International Towers Sydney, Level 46, 100 Barangaroo Avenue, Sydney NSW 2000 (**Company**)

**[Insert name of Vendor]** of [Insert address of Vendor] (**Vendor**)

## **Recitals**

- A        The Vendor is the registered holder of the Sale Shares.
- B        The Vendor agrees to sell, and the Company agrees to buy back, the Sale Shares on the terms and conditions contained in this Agreement.
- C        The Company has carried out the buy-back approval procedure under Part 2J.1 Division 2 of the *Corporations Act 2001* so as to permit it to enter into and complete this Agreement.

## **Operative provisions**

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### **1. Definitions**

#### **1.1 In this Agreement:**

**Business Day** means a day on which banks are open for business in Sydney, excluding a Saturday or Sunday or a public holiday.

**Completion** means completion of the sale and purchase of the Sale Shares under this Agreement.

**Completion Date** means twenty-five (25) days after the last of the Conditions Precedent are fulfilled or such other date the parties agree in writing.

**Conditions Precedent** means the conditions set out in clause 3.

**Control** means any situation where a person or persons (each a "Controlling Person") has, or is entitled to acquire, the right or power to secure whether directly or indirectly, that the affairs of another person ("Controlled Person") are conducted in accordance with the wishes of the Controlling Person, including, if one or more Controlling Person holds:

- (a)        more than 50% of the issued shares or other securities of the Controlled Person or of the voting rights attaching to the issued shares or other securities of the Controlled Person; or
- (b)        the power to control, directly or indirectly, the appointment of more than 50% of any board of directors or governing body of the Controlled Person.

Without limiting this, there is attributed to any Controlling Person:

- (a) any rights or powers which another person possesses on behalf of the Controlling Person or is or may be required to exercise on the Controlling Person's direction or behalf; and
- (b) all rights and powers of any person over which any Controlling Person alone or together with another or other Controlling Persons has control.

**Purchase Price** means \$0.88 per share.

**Related Body Corporate** has the same meaning as in the *Corporations Act 2001* (Cth).

**Relative** has the same meaning as in the *Income Tax Assessment Act 1936* (Cth).

**Sale Shares** means [specify number of shares] held by the Vendor, together with all rights attaching to the shares.

**Security Interest** includes any mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, arrangement for the retention of title and any other right, interest, power or arrangement of any nature having the purpose or effect of providing security for, or otherwise protecting against default in respect of, the obligations of any person.

**SSX means Sydney Stock Exchange Limited (ACN 080 399 220).**

**Third Party Interest** includes any Security Interest, option, voting arrangement, easement, covenant, notation, restriction, interest under any agreement, interest under any trust, or other right, equity entitlement or other third party interest of any nature.

**Vendor Associate** means:

- (a) any Related Body Corporate of the Vendor;
- (b) any director, secretary or chief executive officer of the Vendor;
- (c) any Relative of the Vendor or any person described in sub-clause 1.1; or
- (d) any corporation or other entity over which the Vendor or any one or more of the persons described in sub-clauses (a), (b) or (c) have Control.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference:
  - (i) to the singular includes the plural and vice versa;
  - (ii) to a gender includes all genders;
  - (iii) to a document (including this Agreement) is a reference to that document (including any Schedules and Annexures,) as amended, consolidated, supplemented, novated or replaced;
  - (iv) to an agreement includes any deed, agreement or legally enforceable arrangement or understanding whether written or not;
  - (v) to parties means the parties to this Agreement and to a party means a party to this Agreement;
  - (vi) to a notice means all notices, approvals, demands, requests, nominations or other communications given by one party to another under or in connection with this Agreement;

- (vii) to a person (including any party) includes:
  - (A) a reference to an individual, company, body corporate, association, partnership, firm, joint venture, trust or Government Agency as the case requires; and
  - (B) the person's successors, permitted assigns, executors and administrators;
- (viii) to a law:
  - (A) includes a reference to any constitutional provision, subordinate legislation, treaty, decree, convention, statute, regulation, rule, ordinance, proclamation, by-law, judgment, rule of common law or equity or rule of any applicable stock exchange;
  - (B) is a reference to that law as amended, consolidated, supplemented or replaced; and
  - (C) is a reference to any regulation, rule, ordinance, proclamation, by-law or judgment made under that law;
- (ix) to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death; and
- (x) to a body, other than a party to this deed (including, without limitation, an institute, association or authority), whether statutory or not:
  - (A) which ceases to exist; or
  - (B) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- (b) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (c) headings are for convenience only and are ignored in interpreting this Agreement;
- (d) a warranty, representation, covenant or obligation given or entered into by more than one person binds them jointly and severally;
- (e) if a period of time is specified and dates from, after or before, a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (f) if a payment or other act must (but for this clause) be made or done on a day which is not a Business Day, then it must be made or done on the next Business Day;
- (g) the words "including" or "includes" mean "including but not limited to" or "including without limitation";
- (h) where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and

- (i) this Agreement must not be construed adversely to a party solely because that party was responsible for preparing it.
- 

## **2. Sale of Sale Shares and Completion**

### **Sale and purchase**

- 2.1 The Vendor agrees to sell the Sale Shares and the Company agrees to purchase the Sale Shares for the Purchase Price, free from all Third Party Interests on the Completion Date.

### **Time of completion**

- 2.2 Completion must take place on the Completion Date, or at such other time as the Parties may agree.

### **Obligations of Company on completion**

- 2.3 At Completion the Company must pay to the Vendor the Purchase Price.

### **Obligations of Vendor on Completion**

- 2.4 At Completion the Vendor must:
- (a) deliver to the Company a transfer of the Sale Shares duly executed by the Vendor in favour of the Company, together with the share certificates in respect of the Sale Shares;
  - (b) do all other things which are reasonably required by the Company to vest in the Company the full possession and benefit of the Sale Shares.
- 

## **3. Conditions precedent**

### **Conditions**

- 3.1 Completion is conditional upon **the terms of this agreement being approved by a Special Resolution passed by Shareholders** under sub-section 257D(1) of the *Corporations Act 2001* (Cth).
- 3.2 Completion is conditional upon the Company fulfilling the requirements set by SSX to be removed from the official list of SSX.

### **Termination**

- 3.3 This agreement shall be terminated by a party giving written notice to the other party, if the condition in clause 3.1 are not fulfilled or waived within 6 months of the date of this agreement.
- 

## **4. Warranties and Indemnity**

### **Company's Warranties**

- 4.1 The Company represents and warrants to the Vendor as at the Completion Date that:
- (a) it has the corporate power to enter into this agreement and has taken all necessary action (including all shareholder approvals and authorisations) to authorise the execution, delivery and performance of this agreement;

- (b) the agreement constitutes a legally valid and binding obligation of the Company enforceable in accordance with its terms; and
- (c) the execution, delivery and performance of this agreement will not violate any provision of:
  - (i) any law, regulation, order, rule or decree of any governmental agency of the Commonwealth of Australia or any state or territory or any recognised stock exchange on which its shares or the shares of any Related Body Corporate are listed;
  - (ii) the constitution of the Company; and
  - (iii) any security agreement, deed, contract, undertaking or other instrument to which the Company is a party or which is binding on it and does not and will not result in the creation or imposition of any security over any of its assets pursuant to the provision of any such security agreement, deed, contract, undertakings or other instrument.

### **Vendor's Warranties**

4.2 The Vendor represents and warrants to the Company that:

- (a) the Sale Shares are legally owned by the Vendor and are free and clear of all Third Party Interests;
- (b) the agreement constitutes a legally valid and binding obligation of the Vendor enforceable in accordance with its terms; and
- (c) the execution, delivery and performance of this agreement will not violate any provision of any security agreement, deed, contract, undertaking or other instrument to which the Company is a party or which is binding on it and does not and will not result in the creation or imposition of any security over any of its assets pursuant to the provision of any such security agreement, deed, contract, undertakings or other instrument.

### **Vendor's Indemnity**

4.3 Without restricting the ability of the Company to claim damages on any other basis, the Vendor indemnifies the Company from and against all proceedings, actions, claims, demands, losses (including any diminution in the value of the Sale Shares, whether or not realised), liabilities, damages, costs and expenses which may be made or brought against or suffered or incurred by the Company arising directly or indirectly out of or in connection with any warranty in clause 4.2 being untrue, inaccurate or misleading or arising out of or in connection with any breach of this agreement by the Vendor.

### **Company's Indemnity**

4.4 Without restricting the ability of the Vendor to claim damages on any other basis, the Company indemnifies the Vendor from and against all proceedings, actions, claims, demands, losses, liabilities, damages, costs and expenses which may be made or brought against or suffered or incurred by the Vendor arising directly or indirectly out of or in connection with any warranty in clause 4.1 being untrue, inaccurate or misleading or arising out of or in connection with any breach of this agreement by the Company.

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## **5. General provisions**

### **Non-merger**

- 5.1 The warranties, other representations and covenants by the parties in this Agreement are continuing and will not merge or be extinguished on Completion.

### **Counterparts**

- 5.2 This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

### **Further assurances**

- 5.3 Each party must, at its own expense, whenever requested by another party, promptly do or arrange for others to do everything reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

### **Assignment**

- 5.4 Subject to this Agreement, a party must not transfer, assign, create an interest in or deal in any other way with any of its rights under this Agreement without the prior written consent of the other parties.

### **Entire agreement**

- 5.5 This Agreement together with any documents referred to in this Agreement or executed in connection with this Agreement is the entire agreement of the parties about the subject matter of this Agreement and supersedes any representations, negotiations, arrangements, understandings or agreements and all other communications.

### **Governing law**

- 5.6 This Agreement is governed by the laws of New South Wales.

## Execution

**Executed** as an agreement.

**Signed by**  
**Australia Samly Holdings Group**  
**Limited**

in accordance with section 127 of the  
*Corporations Act 2001* by two directors:

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Signature of director

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Signature of director

---

Name of director (please print)

---

Name of director (please print)

**Signed by**  
**[Insert Name of Vendor]**  
in the presence of:

---

Signature of witness

---

Signature of **[Name of Vendor]**

---

Name of witness (please print)



**澳大利亚生命力控股集团  
(ACN 164 307 975)**

**股东大会通知和  
解释性声明**

**时间: 10.00 am (北京时间) / 12.00 pm (澳大利亚东部时间)**  
**日期: 2018 年 7 月 11 日星期三**  
**地点: 中国广东省深圳市南山区华侨城沙河世纪广场 B412**

**重要信息:**

这是一份重要文件。请仔细阅读大会通知和解释性声明。重要的是，您可以选择参加会议或填写并提交附录中的代理表格。

本手册提供的信息不是金融产品建议。本手册只包含一般信息。本手册的内容未考虑投资者的个人投资目标、财务状况和特殊需求。因此，本手册中的任何内容不应被解释为澳大利亚生命力控股集团，或澳大利亚生命力控股集团的任何关联方，或与投资澳大利亚生命力控股集团投资相关的任何其他人士所提供的投资建议。

重要的是，请您在阅读整个手册后再决定如何投票。如果您对与决议有关的问题持怀疑态度，则应该咨询您的财务顾问或其他专业顾问。

## 股东大会通知

特此通知澳大利亚生命力控股集团 (ACN 164 307 975) (以下简称“公司”) 股东大会 (以下简称“大会”) 将于 2018 年 7 月 11 日星期三北京时间上午 10 点 (澳大利亚东部时间中午 12 点) 在中国广东省深圳市南山区华侨城沙河世纪广场 B412 召开。

本通知和解释性声明中使用的术语和缩写在解释性声明的第3条“定义”中定义。

大会的目的是完成以下事项:

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### 1. 事项

审议和如果认为合适的话, 将下列决议作为全体成员通过的决议通过:

**决议 1: 公司从悉尼证券交易所退市。**

“根据上市规则第 14.18 条的规定, 该公司从悉尼证券交易所的退市的请求得到股东的授权和批准, 公司的董事被授权采取一切必要行动使公司完成从悉尼证券交易所退市。”

**决议 2: 选择性股份回购。**

“根据《公司法》第 257D(1)(a)条和其他相关条款, 批准并实行对附在本会议通知附录《重要信息声明》中列出的适格股东持有的公司所有股份进行选择性股份回购, 并按照附在本会议通知后的股份回购协议中规定的条款实行。”

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### 2. 投票排除

**决议 1: 公司从悉尼证券交易所退市。**

关于决议 1, 不存在排除投票的情况。

**决议 2: 选择性股份回购。**

根据《公司法》第 257D(1)(a), 公司将忽略不计任何由适格股东及其任何关联方对于决议 2 所投的赞成票。

由于控股股东的控股比例会因股份回购的成功而增加, 所以公司也将忽略不计任何由 Samly (International) Biotechnology Limited 和 Vita-Tech (International) Biotechnology Limited 及其任何关联方 (简称“控股股东”) 对于决议案 2 所投的赞成票。

不过, 公司不会忽略不计以下投票, 如果该投票:

- 由代理人根据有权投票的被代理人在代表委托书上的指示所投; 或者
- 由以有权投票的被代理人的名义主持会议的代理人, 按照代表委托书上的指示以代理人的决定为准所投。

### 3. 投票指示

#### 怎么投票

您可以通过以下两种方式投票：

- 参会并以本人名义投票（如果是法人股东，派代表参加）；或者
- 由代理人代为行使（以下见代理投票）。

#### 公司

作为法人股东，必须委派一位代表在大会上投票。委派必须符合公司法 250D 的规定。被委派的代表应当在大会上出示其被委任的证据，包括签署的授权文件。

或者，法人股东可以委托代理人行使投票权。

#### 当场投票

如选择当场投票，请依据上述提示的时间准时参会。

#### 代理人投票

如选择通过代理投票，请尽快填写并签署作为本会议通知附录 A 中的代理委托书，然后：

- 邮寄到以下地址 Tower One - International Towers Sydney, Level 46, 100 Barangaroo Avenue, Sydney NSW 2000；或者
- 传真到以下传真号码 +61 2 9225 1595。

根据公司法 250B(5)，公司董事会已决定，为了在本次大会上投票的目的，公司接受代理委托书的截止时间是 **2018 年 7 月 9 日星期一下午 5 点（澳大利亚东部时间下午 7 点）**。本公司不接受在此时间之后收到的任何以在本次大会上投票为目的的代理委托书。

有权出席并在会上投票的股东可以任命一名不是该公司股东的人作为该股东的代理人代表该股东出席和投票。

有权投 2 票或更多票的股东可以指定 2 个或更多代理人，并可以指定每个代理人被委派行使的投票比例或数量。如果委托书由律师签署，律师的授权委托书或其公证件必须与代理委托书一并的送交。

#### 投票资格

根据《2001 年公司法》7.11.37 的规定，董事会已决定股东大会上的投票权益以截止至 **2018 年 7 月 9 日星期一北京时间下午 5 点（澳大利亚东部时间下午 7 点）** 的股东名册中登记的投票权为准。因此，在此时间之后所登记的股权变更，将不会作为决定股东是否有权参加大会并在会上投票的考虑因素。

#### 投票流程

大会上提出的每一个问题都将首先进行举手表决。股东可以根据公司章程请求进行投票表决。在举手表决时，所有亲自出席或由代理人、代表或律师代表出席的股东都将有一票表决权。在

投票表决时，所有亲自出席或由代理人、代表或律师代表出席的股东持有的每一股对应一票表决权。

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#### 4. 问题

如果您对于如何投票或者本次大会总体上有任何问题，请通过以下方式咨询公司：

- 邮寄方式：

Australia Samly Holdings Group Limited  
c/- Baker McKenzie  
Level 46, 100 Barangaroo Avenue  
Sydney NSW 2000

- 邮件方式：

姚瑛（执行董事和公司秘书）  
[373016759@qq.com](mailto:373016759@qq.com)  
尹嫔（执行董事）  
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依董事会令

姚瑛  
董事会秘书  
2018年6月6日

## 解释性声明

该解释性声明包含对决议的解释和信息。该解释性声明（连同附录）构成会议通知的一部分，并应连同会议通知一起阅读。

### 1. 决议 1：公司从悉尼证券交易所退市。

#### 1.1 概述

决议一请求股东根据上市规则第 14.18 条决议通过公司从悉交所退市。如果股东会决议通过，并满足悉尼证券交易所所要求的条件，公司将从悉交所退市，公司股票将在悉交所上停止流通。

#### 1.2 条件

2018 年 5 月 30 日，公司收到悉交所对公司就退市申请的原则性意见。

2018 年 5 月 31 日，公司根据上市规则第 14.18 条，向悉交所递交了正式退市申请。

2018 年 5 月 31 日，悉交所对公司的正式退市申请作出了条件性批准。在公司符合下列条件的情况下，悉交所决定同意公司退市：

- (a) 公司从悉交所退市的申请已由股东大会普通决议通过；
- (b) 退市时间不早于证券持有人批准退市一个月后，并以完成经股东批准的拟议股份回购为前提；
- (c) 请求股东批准退市的会议通知明确规定退市和股份回购的拟定时间表，或按照悉尼证券交易所指导性文件第 7 号文第 6.19 条第 2 款规定的要求；
- (d) 发给股东的会议通知和有关股份回购的材料须包括中英双语版本；
- (e) 公司的独立董事在会议通知中提供关于股票回购价格是否公平合理，以及股东是否应该投票赞成股份回购，特别是否赞成公司对股份回购给出的对价；
- (f) 公司的独立董事在会议通知中提供关于陈先生拟向公司提供的股东贷款不会影响公司偿还其他债权人的能力并且符合公平交易原则的陈述；
- (g) 与股份回购相关的披露是在上市规则第 9.5 条中规定的时间框架内作出的；而且
- (h) 支付悉交所公布的费用表中规定的各种费用。

#### 1.3 退市时间表

事件	日期
悉交所批准会议通知并且条件性批准退市	2018-5-31
公司公布退市及股份回购计划	2018-5-31
向股东派发会议通知	2018-6-11

事件	日期
股东大会召开	2018-7-11
股票停牌日	2018-8-8
退市	2018-8-13

上述时间表是指示性的，可能根据实际情况有所变动。

更详细的时间表，包括股票回购的时间框架，请参阅附录 B 重要信息声明。

#### 1.4 决议 1 和决议 2 的独立性

决议 1 不以通过决议 2 为条件。因此，即使决议 2 未被股东通过，决议 1 仍可被通过并生效。

#### 1.5 申请退市的理由

各位董事认为拟议的退市符合公司的最大利益，原因如下：

##### (a) 悉尼证券交易所的交易量低

在过去的 12 个月中，股票在悉交所的交易有限。在 2017 年年内，在悉交所共有 7 宗交易，共 138,645 股，总值 122,619.7 澳元。大约 86.61% 的股份由前六大股东持有。集中持股既限制了悉交所上市股票的流通性，又限制了投资者通过悉尼证券交易所交易股票的利益。

##### (b) 挂牌及相关成本

鉴于悉交所股份的交易水平较低，董事认为维持在悉交所上挂牌所产生的相关的财务、行政和合规义务和成本（每年 100,000 澳元）使挂牌不再合理。

#### 1.6 股权变现的退出机制

在拟定的股份回购方案中，基于股东批准的前提，尚未表达继续作为公司股东意愿的小股东将有机会在退市前将其股份兑现。

#### 1.7 退市可能带来的不利影响

股东可能会认为退市带来的不利影响包括以下：

##### (a) 出售股份和兑现对公司的投资的能力

因为公司股票将在退市日起在悉交所停止交易，股票流动性将大大降低。然而，未表示继续成为公司股东意愿的小股东们已被邀约通过参与股份回购来实现所持股份的变现。

为了解决这个问题，公司董事会在认为有必要达到股东交易和保护股东权利的情况下，尤其是如果下文中提到的合格股东没有全部接受股票回购要约的情况下，向 ASIC 申请允许公司股票在《ASIC 资料册第 217 号》中提到的一个低交易量的金融市场上进行交易。符合申请的条件适用于在过去 12 个月股票交易次数不高于 100 次，总交易额不高于 150 万澳币。该申请使公司即使在退市后也可以促进股票交易。



**(b) 退市后筹资方式有限**

作为非上市公司，公司可能不再能够使用有限的披露文件发行证券。因此，如果公司希望筹集资金，它通常必须通过以发行完整版本的招股说明书的方式发出要约或通过向专业投资者配售的方式筹集资金。然而，董事们目前并不打算在短期或中期进行任何融资。

**(c) 悉尼证券交易所上市规则不再适用于公司**

退市后，公司不再必须履行与悉交所挂牌相关的一系列义务，包括报告和披露要求、公司发股上的限制、公司活动重大变更上的要求以及公司治理事务的要求。某些股东，尤其是小股东，可能认为缺乏上述持续性披露的限制对其来说是一种不利因素。

**1.8 退市的后果**

本部分罗列了公司退市后会产生的一般性和具体性影响。

**(a) 一般影响**

退市后，公司照常营业。公司将继续致力于发展核心业务，保持长期客户关系，加强研发能力和人力资源。

董事会不认为退市会对公司的财务状况造成直接的不利影响；相反，如第 1.5 (b) 条所述，退市将会减少公司上市成本支出。

自退市之日起公司会向股东申请决议通过将公司由公共公司变成私有公司，后者承担更少的报告和披露义务。

公司治理的制度和程序也可能会根据公司类型的变化而发生调整。

**(b) 悉尼证券交易所上市规则**

一旦退市，公司将不再受悉交所上市规则的约束，该规则包括但不限于以下内容：

- (i) 公司不需要完成并向悉交所提交季报；
- (ii) 公司不再受到上市规则第 8.1 条的约束，该规定要求公司超过 15% 以上的股权变动除非在豁免的情况下必须提前获得股东批准；
- (iii) 公司发生与董事或他人相关的重大资产买卖，向股东和其他关联方进行证券发行，不再需要根据上市规则提请股东会同意。

**(c) 重大交易**

公司不再受到上市规则第 16 条对经营范围和性质变更、重大事项变更方面的约束。这些规则要求公司在某些情况下寻求股东会批准对于公司资产、业务或活动的重大变更。如上所示，公司目前也无意图对于公司活动进行重大变更或处理重大资产。

**(d) 公司法的继续适用**

公司仍将继续受公司法约束，包括公司法下对股东权益的保护。



然而，《公司法》的下列规定将不适用于公司。

- (i) 公司不再需要披露半年报；并且
- (ii) 由于公司拥有不到 100 个或以上的股东，公司无需根据公司法第 675 条向 ASIC 持续披露重大事项。

**(e) 公司章程**

公司章程的实质内容不会因公司退市而受到影响（除了章程中与上市规则相关的条款将失效）。

**(f) 公司治理**

退市之后，公司将审阅并修改公司治理方面的制度和程序，因为原有的内容中有一些是与悉交所的上市要求相关。

**(g) 股票数量和股本**

本公司截至本公告之日起发行 31,696,297 股股票。除这些股票以外，公司没有发行其他类别的证券，所有股票全部付清。退市本身对股票的数量没有影响。如获批准，公司将仍有 31,696,297 股在发行。

如果通过了决议 1，公司进行股票回购，那么发行股的数量将如决议 1 所述减少。

**(h) 资产和负债**

董事会认为退市不会对公司履行其现有债务和预期债务并在到期时偿付债务的能力产生不利影响。如上所述，董事会认为退市将为公司节约一定的成本。

**(i) 对债权人的影响**

考虑到公司目前、远期和或有的负债情况，董事会特别是独立董事已经评估过退市不会对债权人的权益或公司的偿债能力产生不利的影响。如上所述，董事会认为退市将为公司节约一定的成本。

**(j) 股票价格披露**

公司的股价和交易历史将不再可以从悉交所网站或报纸和股票报价服务上获得。

**1.9 董事建议**

董事一致支持退市，并建议股东投票赞成决议 1。在这方面，每一位董事都支持决议 1：

- (a) 独立董事黄伟成先生和黄恩华先生；以及
- (b) 执行董事和董事长陈良超先生、执行董事尹嫔女士和姚瑛女士。

董事会建议股东寻求有关该决议的潜在影响的法律、财务和税务建议，包括在悉交所未上市的公司中持有股份的潜在利弊。

## **2. 决议 2-选择性股份回购**

### **2.1 摘要**

公司提议对适格股东通过场外交易进行股票回购。

根据公司法，一个公司可以在遵循公司法第二部分 2J.1 所列的程序，且不严重损害公司偿付债权人能力的前提下进行选择性的回购。

《公司法》还要求在大会上通过一项批准选择性回购条款的特别决议。

### **2.2 回购协议条款**

请参阅附录 C 中的股份回购协议的形式。

### **2.3 决议 1 和决议 2 的独立性**

决议 2 的通过取决于决议 1。因此，如果：

- (a) 决议 1 没有被股东通过，决议 2 就不会被提案；或者
- (b) 决议 1 通过了，决议 2 没有通过，那么回购就不会执行。

### **2.4 重大信息声明**

《公司法》要求在会议通知中列入一份声明，说明所有公司所知道的对决定如何对决议投票有重大意义的信息。

请参阅附录 B 关于您需要知道有关投票的决议的重要信息，包括董事的建议。

### **2.5 董事的建议**

除了陈良超先生（股份回购中的关联方），董事们一致支持股票回购并建议股东投票赞成决议 2。在这方面，下列每一位股东都支持决议 2：

- (a) 独立董事黄伟成先生和黄恩华先生；以及
- (b) 执行董事尹嫔女士和姚璞女士。

董事会建议股东寻求有关该决议的潜在影响的法律、财务和税务建议，包括在悉交所未上市的公司中持有股份的潜在利弊。

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## **3. 定义**

在本次会议通知和解释性说明中：

**ASIC** 是指澳大利亚证券投资委员会。

**董事会**是指董事组成的董事会。

**回购价格**是指每股 0.88 澳元。

**公司**是指澳大利亚生命力控股集团(ACN 164 307 975)。

**章程**是指公司召开股东会依据的章程。

**控股股东**指 Samly (International) Biotechnology Limited 和 Vita-Tech (International) Biotechnology Limited 及其任何关联方。

**公司法**是指澳洲公司法(2001 版)。

**退市日期**是指 2018 年 8 月 13 日,即以通过决议 1 为条件,公司正式退市的预计日期。

**董事**是指公司任一董事。

**适格股东**意指在附录 B 重大信息声明第 2 条中所列的股东。

**解释性说明**是指附于会议通知的说解释性说明。

**独立董事**是指黄伟成先生和黄恩华先生。

**上市规则**是指悉交所的上市规则。

**大会或者普通大会**在本会议通知开头介绍段落中所指的含义。

**成员**是指公司的股东。

**会议通知**是指本次股东大会的通知。

**挂牌市场**是指在悉交所的挂牌市场。

**决议**是指提出的一项决议,并且如果合适的话,将在股东大会通过。

**股东名册**是指公司的注册登记股东的名册。

**股票回购**意味着根据决议 2,从适格股东中进行选择性的股权回购。

**股份回购协议**是指公司与适格股东之间拟签订的股份回购协议。

**股东**是指澳大利亚生命力控股集团的股东。

**悉交所**是指悉尼证券交易所(ACN 080 399 220)。

在会议通知和解释性声明中,单数的词同时也指代复数,反之亦然。

## 附件 A：代理委托书

### 澳大利亚生命力控股集团年度股东大会

时间	2018年7月11日星期三北京时间上午10点（澳大利亚东部时间中午12点）
日期	2018年7月11日星期三
地点	中国广东省深圳市南山区华侨城沙河世纪广场B412

我们，.....（股东姓名）

.....  
（股东地址），为澳大利亚生命力控股集团（ACN 164 307 975）股东，特此任命：

☐ 大会主席；或

☐ 下列人员：

.....（代理人姓名）.....

.....（代理人地址），

或，此人不能胜任或者未指名任何人，大会主席，为我们的代理人，代表我/我们在上述时间、日期和地点召开的公司股东大会和此次会议的任何延期会议上投票。

**请明示您对您的代理人的投票指示。**如果您希望指示您的代理人如何投票，请在下面适合的方框里标注。如果您不对代理人进行任何指示，您的代理人将可以以其认为适当之方式投票。

该代理人应按照下列指示投票：

	赞成	反对	弃权
决议 1：公司从悉交所退市	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
决议 2：选择性股份回购	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

签字：

.....  
（股东签字）

.....  
（任命代理人的股东姓名）

## 附件 B：重要信息声明

### 重要信息声明

澳大利亚生命力控股集团（以下简称“公司”）拟议签订一份协议（以下简称“股份回购协议额”）通过选择性股份回购的方式（以下简称“股份回购”）向下列第 2 条中列出的股东（以下简称“适格股东”）回购 2,264,300 股普通股。下列是根据《公司法》要求，征求股东批准股份回购协议时，需要提供给所有股东的相关详细信息。

#### 1. 决议文本

拟议的批准股份回购协议的决议文本如下：

*"根据《公司法》第 257D(1)(a) 条和其他相关条款，批准并实行对附在本会议通知附录《重要信息声明》中列出的适格股东持有的公司所有股份进行选择性股份回购，并按照附在本会议通知后的股份回购协议中规定的条款实行。"*

#### 2. 合格股东

公司拟议回购下列股东的全部股份，这些股东是截至 2018 年 6 月 6 日未表示有意愿继续担任公司股东的少数股东。

序号	姓名	股份数量
1	MR YIFENG YANG	250,000
2	MS YUN ZHANG	250,000
3	MS BINGQING YIN	226,210
4	MR GUANGYAO WANG	198,645
5	MR YUXI WANG	193,790
6	MR ZHONGZHUN ZHANG	110,000
7	MR TIANFANG KUANG	100,000
8	MR WUBIN PENG	67,500
9	MR WEICONG LI	60,000
10	MR HUI LI	54,000
11	MS XIAOQING WANG	50,000
12	MR ZHIJIAN WU	50,000
13	MR HAO WEI	48,000
14	MR LICHU FENG	40,000
15	MS HUIZHEN GE	40,000
16	MRS ZHUOJUN WANG	40,000
17	MS LILI XIAO	40,000
18	MS ZHUQING TANG	35,000
19	MR WENSHENG HE	34,355
20	MR QINGNIAN PENG	30,000
21	MR ZIYOU XIAO	27,000
22	MR XIAOMING HUANG	24,000
23	MS CHANG LIU	20,000

序号	姓名	股份数量
24	MR KECHENG LIU	20,000
25	MS JIANYING WANG	20,000
26	MR WENJIAN WANG	20,000
27	MS ZHUOJUN WANG	20,000
28	MR CHUNMING ZHAO	18,000
29	MR CHENGBIN CAI	15,000
30	MR JUNBIAO LI	15,000
31	MR HUIHUA GAO	10,000
32	MS MIN HUANG	10,000
33	MR MIN LI	10,000
34	MS XIN LU	10,000
35	MR DEQUAN PENG	10,000
36	MS RUIJUAN HUANG	8,000
37	MR HEKUN WANG	8,000
38	MS DANZI LOU	6,800
39	MR ENHUA HUANG	5,000
40	MR GUO HUI HUANG	5,000
41	MR ZHI RONG TAN	5,000
42	MR YUEHUI WANG	5,000
43	MS HEPING ZHANG	5,000
44	MS JINGMING ZHANG	5,000
45	MR SHUKUI CHEN	4,000
46	MS SHAO PING DANG	4,000
47	MR TIEJUN YANG	4,000
48	SHAOWEI CHEN	3,000
49	MS XING XIA DENG	3,000
50	MR JIONG LIANG	3,000
51	HUIYUAN CHEN	2,000
52	MISS RUIQIN DU	2,000
53	MR WEICHENG LIANG	2,000
54	JUN LI	2,000
55	YING LIN & WILLIAM DAVID	2,000
56	YING LIN	2,000
57	MR TAO SUN	2,000
58	MRS FANG TIAN	2,000
59	MR XICHENG XIE	2,000
60	MR CHANGHUI YUAN	2,000
61	MR WEN ZHONG YUAN	2,000
62	MISS YAQI ZHANG	2,000
	<b>Total</b>	<b>2,264,300</b>

上述股东一共持有公司股份 2,264,300 股。

### 3. 控制权的变更

下表列出了股份回购完成前后，股份回购对公司股本的影响：

股东名称	回购前股份		回购后股份	
	股份	百分比	股份	百分比
Samly (International) Biotechnology Limited <sup>1</sup>	17,700,000	51.10%	17,700,000	54.68%
Ru Xin (International) Investment Co. Limited	4,500,000	12.99%	4,500,000	13.90%
Vita-Tech (International) Biotechnology Limited <sup>1</sup>	3,600,000	10.39%	3,600,000	11.12%
Full Care (International) Investment Co. Limited	3,600,000	10.39%	3,600,000	11.12%
Sunswelting Investment Development Co. Limited	600,000	1.73%	600,000	1.85%
MS MO YIN	529,800	1.53%	529,800	1.64%
MS HAIYANG PENG	393,450	1.14%	393,450	1.22%
MS PIN YIN	334,500	0.97%	334,500	1.03%
MS BO PENG	301,700	0.87%	301,700	0.93%
MS YAQIONG ZHONG	277,450	0.80%	277,450	0.86%
MS BEI WANG	274,500	0.79%	274,500	0.85%
MISS LEI WANG	260,800	0.75%	260,800	0.81%
合格股东	<b>2,264,300</b>	<b>6.54%</b>	<b>Nil</b>	<b>Nil</b>
合计	<b>34,636,500</b>	<b>100.00%</b>	<b>32,372,200</b>	<b>100.00%</b>

备注：

- 1) 陈良超先生是公司的执行董事和董事会主席，同时持有 Samly (International) Biotechnology Limited and Vita-Tech (International) Biotechnology Limited 100%的股权。

### 4. 股份回购协议摘要

股份回购协议的重要条款如下：

- 公司将以每股 0.88 澳元的价格收购出售方持有的所有股份；
- 股份回购完成的前提是得到股东批准以及满足悉交所提出的退市条件。

股份回购的参与是自愿的。如果适合股东不愿意参与股份回购，无需采取任何行动。



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## 5. 回购价格

公司在股份回购中将支付每股 0.88 澳元的价格（以下简称“回购价格”）。

于 2017 年 4 月 26 日产生的最后一笔交易的价格是 0.86 澳元。但是，根据公司 2017 年 6 月 30 日的财务报表，公司股份每股净资产为 0.02 澳元，每股基本损失 0.04 澳元。

董事们对于回购价格的决定是平衡了希望参与股份回购的股东的利益和希望继续保留股份的股东的利益的结果。董事们同时寻求确保公司持续运营有足够的资金供给。

公司的独立董事认为该回购价格是合理的，因为该价格不仅确保公司有足够的持续运营资金，同时提供了一个高于市场价的溢价。所以，独立董事们推荐股东投票支持股份回购。

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## 6. 回购的原因

根据悉交所《上市规则指导性文件 7 号文》，由于公司需要从悉交所退市，公司需要在退市前后向股东提供一个将股份变现的机会。

股份回约为股东提供了一个相对于当前市场价溢价出售其所持股份的机会。

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## 7. 回购的优势

股份回购对适格股东和剩余股东均有利。

对于适格股东来说，考虑到最近 12 个月的悉交所交易量很低，只有 7 笔交易，股份回购提供了一个让其比市场价溢价出售的退出机制。

对于剩余股东来说，股份回购降低了公司在悉交所的上市成本。因此，这对剩余股东的有利之处包括未来每股收益和现金流的的增长以及带来的相对股权增加。

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## 8. 回购的弊端

回购的主要缺点是公司现金储备的减少和公司负债的增加。有关融资安排的更多信息，请参阅下面第 11 节。

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## 9. 程序要求

为了使公司能够进行选择性股份回购，《公司法》第 257D（1）条规定，股份回购协议的条款在任何一方进入之前都必须通过下列任一方式予以批准：

- 在公司股东大会上通过一项特别决议，但不能计入任何股份出售方或其关联方所投的赞成票；或者
- 全体普通股股东在大会上一致同意；

或者协议必须以通过上述批准为前提。



该决议下，公司征求股东在股东大会上通过一项特别决议进行批准，将不计入任何拟议的股份出售方其关联方所投的赞成票。

## 10. 拟定时间表

回购的时间表如下。

事项	时间
悉交所批准会议通知并条件性批准批准退市	2018-5-31
公司宣布拟议的股票回购和退市	2018-5-31
除权日	2018-6-4
股东登记日	2018-6-6
公司提交股票回购公告 - 附录 9-1	2018-6-6
向股东发出股东大会通知书	2018-6-11
股东会议记录日期	2018-7-9
股东会召开时间	2018-7-11
股东大会结果公告	2018-7-11
向适合股东分发回购手册和股份回购协议	2018-7-11
股票回购要约截止日期	2018-8-7
股票回购结果公告	2018-8-8
股票回购协议完成日	2018-8-8
公司提交最终回购通知 - 附录 9-4	2018-8-8
悉交所停牌日	2018-8-8
退市	2018-8-13

这个时间表只是指示性的，可能会改变。

## 11. 回购资金来源及对债权人的影响

回购资金总共需要 1,992,584 澳元，公司计划通过自有储备资金 1,000,000 澳元，剩余的 992,584 澳元（以下简称“回购借款”）拟通过与董事会主席陈良超先生借款筹得（以下合称“资金安排”）。

回购借款为期长五年、无息、无抵押的借款，是一笔关联方交易。《公司法》第 210 条，如关联方合约中关联方的利益小于其在平等公平交易中的利益，公司无需针对该关联方合约征求

股东同意。独立董事们认为回购借款中关联方的利益小于其在平等公平交易中的利益，因此本次关联交易无需经过股东会批准。

《公司法》同时要求选择性回购不会实质上损害公司偿付债权人的能力。独立董事们就上述资金安排向公司审计师咨询后，认为该资金安排不会实质上损害公司偿付债权人的能力。

董事们认为，采用该资金安排进行股份回购对公司的经营不会产生任何影响。

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## 12. 对公司可能产生的影响

拟议的股份回购将使公司的现金资源减少 1,000,000 澳元，使公司负债增加 992,584 澳元。在向公司审计师咨询后，独立董事提供了一份书面，确认股份回购将不会影响公司偿付债权人的能力。

股份回购同时将导致公司发行的股本减少 2,264,300 股。

除上述之外，在董事们看来，股份回购不会影响到公司的财务状况。

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## 13. 偿付能力声明

公司全体董事认为股份回购后公司具有偿付能力。

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## 14. 其他相关信息

据董事们所知，在可合理地预计的情况下，没有任何可能影响股东决定是否对该决议投赞成票的信息未事先提供给股东。

**附录 C：股权回购协议**

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## 股份回购协议

澳大利亚生命力控股集团

[出售方名称]

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标题                    股份回购协议

日期

各方                    澳大利亚生命力控股集团 (ACN 164 307 975) (“公司”) (转贝克麦坚时律所, 澳大利亚新南威尔士悉尼市, Barangaroo 大道 100 号, 悉尼国际大厦一座 46 层)

**[填入出售方名称及地址] (“出售方”)**

## 引言

- A      出售方是指出售股份的持有人。
- B      基于本协议中的条款, 出售方同意出售、公司同意回购出售股份。
- C      公司已开始执行《公司法》第 2001 条第 2J 部分第 1 条第 2 条中的回购批准程序以允许其签订和完成本协议。

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## 实质性条款

### 1. 定义

#### 1.1 在本协议中:

**工作日**是指悉尼当地银行正常营业的时间, 不含周六周日或者法定假日。

**完成**是指在完成本协议下的股份买卖交易。

**完成日**是指满足本协议先决条款二十五 (25) 日后, 或者经过各方书面同意的一个日期。

**先决条件**在本协议第三条约定。

**控制**指的是任何人或个人 (每一个“控制人”) 有权或有权获得直接或间接地确保另一人 (“受控人”) 的事务是否按照控制人的意愿进行的权利或权力, 包括一个或多个控制人控制了:

- (a) 超过 50% 的受控人的发行股份或其他证券或附属于受控人的已发行股份或其他证券的表决权; 或
- (b) 直接或间接控制受控人的任何董事会或治理机构的 50% 以上的权力。

不仅如此, 任何控制人都有:

- (a) 代表受控人的权利或权力, 或正在或可能需要代表受控人行使的权利和权力; 以及
- (b) 单独或与其他人代表或共同代表受控人行使权力的能力或权利。

购买价格为每股 0.88 澳元。

**相关法人团体**具有与《公司法》（2001 版）相同的含义。

**关联方**具有与《所得税评估法》（1936 版）相同的含义。

**出售股份**是指由出售方控制的[股份数量]股及该股份附有的所有权利。

**担保物权**包括抵押、费用、销货清单、质押、保证金、留置权、留置权、抵押权、保留所有权的安排以及任何具有担保或保护的目的或效力的任何性质、权利、权力或者违约责任。

**SSX** 是指悉尼证券交易所 (ACN 080 399 220)。

**第三方利益**包括任何担保权益、期权、投票安排、地役权、契约、记号、限制、任何协议下的利息、任何信托的权益或任何其他权利、权益权利或其他第三方利益。

**出售方的相关方**是指：

- (a) 出售方的关联法人团体；
- (b) 出售方的董事、董秘或者 CEO；
- (c) 符合子条款 1.1 定义的关联方；或者
- (d) 符合上述（a）、（b）、（c）所描述的，由出售方控制的一个或多个法人或团体。

1.2 在本协议中，除非上下文另有要求：

- (a) 提到：
  - (i) 单数之处，包含复数，反之亦然；
  - (ii) 性别之处，包括所有性别；
  - (iii) 一份文件（包括本协定）之处，指经过修改、合并、补充、失效或替换的该文件（包括任何附表和附录）；
  - (iv) 协议之处，包括任何契据、协议或法律上可强制执行的安排或谅解文件，不论其是否是书面的；
  - (v) 各方或一方之处，指本协议的各方或一方；
  - (vi) 通知之处，指在本协议下或与本协议有关的所有通知、批准、要求、请求、提名或其他通讯联系；
  - (vii) 一个人（包括任何一方）之处，包括：
    - (A) 个人、公司、法人团体、协会、合伙企业、公司、合资企业、信托机构或政府机构；
    - (B) 个人的继承人、被许可人、遗嘱执行人和管理人；
  - (viii) 法律之处：

- (A) 包括任何宪法、规定、附属法律、条约、法令、公约、法令、规章、规则、法令、公告、法律、判决、普通法或衡平法或任何适用的证券交易所规则;
  - (B) 指经修正、合并、补充或替换的法律; 以及
  - (C) 指根据该法律作出的任何规章、规则、条例、公告、法律或判决;
  - (ix) 清算之处, 包括为正式管理、委任管理人、妥协、安排、合并、重组分立、清算、解散、为债权人的利益作出的转让、计划、组合或债权人安排、清算、破产或其他类似程序, 必要时也包括合伙人变更、自然人死亡等; 以及
  - (x) 除本法缔约方以外的机构之处 (包括但不限于研究所、协会或权力机构), 不论是否合法:
    - (A) 不再存续; 或者
    - (B) 其权利或职能已转至另一方,  
指取代它或实质上成功其权力或功能的主体。
  - (b) 自然人的表述包括任何公司、合伙企业、合资企业、协会、公司或其他法人团体和任何政府机构。
  - (c) 标题只是为了方便, 在解释这份协议时不作为参考。
  - (d) 一人以上的保证、表示、约定或义务共同或个别的约束任何人。
  - (e) 如果指定一段时间, 在某一天或某一天或某一天或某一天的日期或之后, 计算该事件的时间除外;
  - (f) 如果付款或其他行为必须 (对该条款) 在非工作日的当天完成, 则必须在下一个工作日完成;
  - (g) 包括”或“包含”的意思是“包括但不限于”或“包含但不限于”;
  - (h) 在一个词或短语被定义的时候, 它的其他语法形式具有对应的意义; 以及
  - (i) 本协议不因一方的不利解释造成对另一方的不利影响。
- 

## **2. 股份销售及完成**

### **买卖**

- 2.1 出售方和公司同意以购买价格在完成日完成出售和购买不受制于任何第三方利益的出售股份。

### **完成时间**

- 2.2 销售必须在完成日或者双方一致同意的日期完成。

### **公司完成义务**

- 2.3 完成时, 公司必须支付于出售方购买价格。



## 出售方完成义务

### 2.4 完成时，出售方必须：

- (a) 递交给公司出售股份的股份证书及经授权正式签署的出售股份转让表；
- (b) 做公司合理要求的其他事宜，以使得公司完全获得股份的所有权和利益。

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## 3. 先决条件

### 条件

- 3.1 完成的条件是本协议依据《公司法》（2001 版）257D（1）的规定，通过股东会的特别决议的批准。
- 3.2 完成的条件是公司满足 SSX 关于退市的相关要求。

### 终止

- 3.3 如果本协议第 3.1 款的条件在本协议日期的 6 个月内未履行或免除，则该协议应由一方书面通知另一方终止。

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## 4. 保证和赔偿

### 公司保证：

#### 4.1 公司向出售方保证，在完成日：

- (a) 公司有权签订本协议，并采取一切必要行动（包括所有股东批准和授权）授权执行、交付和履行本协议；
- (b) 该协议对公司构成具有法律效力和约束力的义务，可根据本协议的条款被强制执行；同时
- (c) 本协议的执行、交付和履行不会违反以下任何条款：
  - (i) 任何澳大利亚联邦政府或任何国家或地区的政府机构或其任何有关法人团体的股份或股份的认可证券交易所的任何法律、法规、命令、规则或法令；
  - (ii) 公司章程；以及
  - (iii) 任何担保协议、契约、合同、承诺或其他公司为合同一方的或对其有约束力的其他文件，且不会导致根据上述任何担保协议、契约、合同、承诺或文件对公司资产产生或施加任何担保利益。

### 出售方保证

#### 4.2 出售方向公司保证：

- (a) 出售方股份为出售方合法持有，不受任何第三方利益限制；
- (b) 该协议对出售方构成具有法律效力和约束力的义务，可根据本协议的条款被强制执行；同时

- (c) 本协议的执行、交付和履行不会违反以下任何条款任何担保协议、契据、合同、承诺或其他公司的一方或对其有约束力，且不会导致根据其提供的任何担保协议，对其资产产生或实施任何担保的行为。

#### **出售方赔偿**

- 4.3 在不限公司以任何其他理由要求损害赔偿的前提下，出售方赔偿公司产生或须承担的，由于本合同第 4.2 款中保证不真实、不准确或误导而直接或间接导致或因出售方违约或与出售方违约相关的原因导致的所有诉讼、行动、索赔、要求、损失（包括出售股份价值的较少，无论是否变现）、负债、损害及费用等损失。

#### **公司赔偿**

- 4.4 在不限出售方以任何其他理由要求损害赔偿的前提下，公司赔偿出售方产生或须承担的，由于本合同第 4.1 款中保证不真实、不准确或误导而直接或间接导致或因公司违约或与公司违约相关的原因导致的所有诉讼、行动、索赔、要求、损失、负债、损害及费用等损失。

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### **5. 一般规定**

#### **非合并**

- 5.1 本协议中各方的保证、其他陈述和契约为持续的，在完成时不会合并或消灭。

#### **相对应的人**

- 5.2 本协议可同时签署多份副本，所有副本将一起构成一份文件。

#### **进一步的保证**

- 5.3 每一方必须在另一方请求时，立即采取或安排其他人员采取所有合理需要的行动使本协议完全生效并完成本协议下交易，并承担相关费用。

#### **转让**

- 5.4 除本协议另有规定外，未经其他各方事先书面同意，一方不得以转让、分配、创立或以其他方式处理本协议下的权利。

#### **完整协议**

- 5.5 本协议连同本协议中提及的或与本协议有关的任何文件均为双方关于本协议主旨的全部协议，其内容取代任何陈述、谈判、安排、谅解或协议和其他所有通讯往来。

#### **法律管辖**

- 5.6 本协议受新南威尔士法律管辖。

### **签署**

#### **作为合同签署**

**签署：**

**澳大利亚生命力控股集团：**

依据《公司法》（2001 版）第 127 条，  
由两位董事签署：

\_\_\_\_\_  
董事签字：

\_\_\_\_\_  
董事签字：

\_\_\_\_\_  
董事姓名（请用印刷体书写）

\_\_\_\_\_  
董事姓名（请用印刷体书写）

**签署：**

**[出售方]**

授权代表：

\_\_\_\_\_  
见证人签字：

\_\_\_\_\_  
出售方签字 **[出售方名称]**

\_\_\_\_\_  
见证人姓名（请用印刷体书写）