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Town Health International Medical Group Limited

康健國際醫療集團有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock Code: 3886)

**DISCLOSEABLE TRANSACTION –
FORMATION OF JOINT VENTURE**



New Ray Medicine
新銳醫藥

New Ray Medicine International Holding Limited

新銳醫藥國際控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 8180)

**DISCLOSEABLE AND CONNECTED
TRANSACTION –
FORMATION OF JOINT VENTURE**

THE JV AGREEMENT

The board of directors of Town Health and the board of directors of New Ray are pleased to announce that after trading hours on 11 December 2014, Sharp Shine, an indirect wholly-owned subsidiary of Town Health, and Brilliant Dream, an indirect wholly-owned subsidiary of New Ray, entered into the JV Agreement to form the JV Company which is proposed to be incorporated in the BVI. Upon incorporation of the JV Company, unless otherwise resolved by the board of directors of the JV Company and subject to (i) compliance with all applicable laws and regulations in the BVI, the PRC or other relevant jurisdictions; and (ii) the obtaining of all requisite licences and permits by the JV Company for the purposes of carrying on the Proposed Business (where applicable), the principal business objective of the JV Company will be the Proposed Business (i.e. to invest in medical and healthcare related business in the PRC).

IMPLICATIONS UNDER THE LISTING RULES FOR TOWN HEALTH

As the applicable percentage ratios (as defined under the Listing Rules) in respect of the formation of the JV Company and the transactions contemplated under the JV Agreement (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company) are more than 5% but less than 25%, the formation of the JV Company and the transactions contemplated under the JV Agreement constitutes a discloseable transaction for Town Health and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

IMPLICATIONS UNDER THE GEM LISTING RULES FOR NEW RAY

As the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the formation of the JV Company and the transactions contemplated under the JV Agreement (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company) are more than 5% but less than 25%, the formation of the JV Company and the transactions contemplated under the JV Agreement constitutes a discloseable transaction for New Ray under Chapter 19 of the GEM Listing Rules.

Town Health is the holding company of Town Health BVI which in turn holds 100% interest in Town Health Pharmaceutical, a substantial shareholder of New Ray holding 26% of the issued share capital of New Ray as at the date of this announcement. As Sharp Shine is an indirect wholly-owned subsidiary of Town Health and a fellow subsidiary of Town Health Pharmaceutical, Sharp Shine is a connected person of New Ray for the purpose of Chapter 20 of the GEM Listing Rules. The formation of the JV Company and the transactions contemplated under the JV Agreement (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company) constitutes a non-exempt connected transaction for New Ray and is subject to the reporting, announcement and independent shareholders' approval requirements under Chapter 20 of the GEM Listing Rules.

THE SGM OF NEW RAY

The SGM of New Ray will be convened and held for the Independent Shareholders of New Ray to consider, and if thought fit, to approve, among other matters, the JV Agreement and the transactions contemplated thereunder (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company).

In view of the material interests of Town Health (through its indirect holding of Sharp Shine) in the JV Agreement, Town Health Pharmaceutical, being an indirect wholly-owned subsidiary of Town Health and a fellow subsidiary of Sharp Shine, and its associates who are shareholders of New Ray will abstain from voting on the relevant resolution(s) at the SGM of New Ray. As at the date of this announcement, Town Health Pharmaceutical is holding 249,600,000 shares in New Ray, representing 26% of the issued share capital of New Ray.

The circular containing, among other matters, (i) details of the JV Agreement; (ii) the advice of the independent financial adviser of New Ray regarding the JV Agreement and the transactions contemplated thereunder (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company); (iii) the recommendation of the Independent Board Committee of New Ray regarding the JV Agreement and the transactions contemplated thereunder (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company); and (iv) the notice convening the SGM of New Ray and a form of proxy, are expected to be despatched to the shareholders of New Ray on or before 31 January 2015 due to the preparation and finalisation of certain information for inclusion in the circular of New Ray.

THE JV AGREEMENT

The principal terms of the JV Agreement are set out below:

Date

11 December 2014

Parties

- (1) Sharp Shine, an indirect wholly-owned subsidiary of Town Health; and
- (2) Brilliant Dream, an indirect wholly-owned subsidiary of New Ray.

Town Health is the holding company of Town Health BVI which in turn holds 100% interest in Town Health Pharmaceutical, a substantial shareholder of New Ray holding 26% of the issued share capital of New Ray as at the date of this announcement. As Sharp Shine is an indirect wholly-owned subsidiary of Town Health and a fellow subsidiary of Town Health Pharmaceutical, Sharp Shine is a connected person of New Ray for the purpose of Chapter 20 of the GEM Listing Rules.

To the best of the knowledge, information and belief of the directors of Town Health, having made all reasonable enquiries, save for the fact that (i) Town Health Pharmaceutical (being an indirect wholly-owned subsidiary of Town Health) holds 26% of the issued share capital of New Ray; (ii) Mr. Lee Chik Yuet (“**Mr. Lee**”) (being an executive director of New Ray) is also a director of Town Health, Town Health BVI and Town Health Pharmaceutical; and (iii) Mr. Lee holds option to subscribe for 5,000,000 shares in Town Health as at the date of this announcement, Brilliant Dream and its ultimate beneficial owner(s) are third parties independent of Town Health and its connected persons.

Incorporation of the JV Company

In accordance with the terms of the JV Agreement, Sharp Shine and Brilliant Dream shall take all reasonable steps with a view to incorporating the JV Company in the BVI as soon as practicable and in any event on or before the Long Stop Date.

It is proposed that upon incorporation of the JV Company, unless otherwise resolved by the board of directors of the JV Company and subject to (i) compliance with all applicable laws and regulations in the BVI, the PRC or other relevant jurisdictions; and (ii) the obtaining of all requisite licences and permits by the JV Company for the purposes of carrying on the Proposed Business (where applicable), the principal business objective of the JV Company will be the Proposed Business.

In accordance with the terms of the JV Agreement, where the board of directors of the JV Company considers appropriate, the Proposed Business or any of them can be conducted through one or more subsidiaries of the JV Company.

Condition precedent to the incorporation of the JV Company

The completion of the incorporation of the JV Company shall be conditional upon (where applicable) compliance by Sharp Shine, Brilliant Dream and their respective holding companies with the notification, publication and/or shareholders' approval requirements under the Listing Rules and the GEM Listing Rules respectively.

Capital contribution and shareholders' loan

The proposed initial issued share capital of the JV Company shall be HK\$10, which shall be contributed in cash as to 80% (i.e. HK\$8) by Sharp Shine and as to 20% (i.e. HK\$2) by Brilliant Dream. The Capital Contribution shall be paid up in full by Sharp Shine and Brilliant Dream within five Business Days from the date of incorporation of the JV Company. Upon the payment of the Capital Contribution by both parties, the issued share capital of the JV Company shall be owned as to 80% by Sharp Shine and 20% by Brilliant Dream ("**Agreed Proportion**").

It is agreed by the parties to the JV Agreement that subject to the incorporation of the JV Company and appropriate investment opportunity(ies) in the Proposed Business having been identified, Sharp Shine and Brilliant Dream will provide the interest-free Initial Shareholders' Loan to the JV Company in immediately available and transferable funds with a view to financing the Proposed Business.

Each of Sharp Shine and Brilliant Dream agree that, if at any time after the incorporation of the JV Company and the provision of the Initial Shareholders' Loan, any further financing is required by the JV Company as determined by the board of directors of the JV Company, it will provide additional shareholders' loan(s) to the JV Company in the Agreed Proportion.

Further announcement will be made by Town Health and/or New Ray in compliance with the requirements under the Listing Rules and the GEM Listing Rules respectively, if there is further financing by the Town Health Group and/or the New Ray Group to the JV Company .

In the event that all the investment project(s) undertaken by the JV Company has/have been completed ("**Completion of the Investment Project(s)**") and no further appropriate investment opportunity in the Proposed Business can be identified by the JV Company, the parties to the JV Agreement agree that any cash (in bank or otherwise) held by the JV Company (after deducting such amount as determined by the board of the JV Company

required for the JV Company to continue as a going concern) shall be repaid to the parties to the JV Agreement in the Agreed Proportion for the purpose of settling all or part of the Initial Shareholders' Loan and/or such other shareholders' loan(s) (if any) provided to the JV Company within one month of the date of Completion of the Investment Project(s).

The amount of the Capital Contribution and the Initial Shareholders' Loan which may be provided by the Town Health Group and the New Ray Group to the JV Company was determined after arm's length negotiations between the Town Health Group and the New Ray Group having taken into account the expected initial capital requirement for carrying out the Proposed Business.

The Town Health Group intends to finance its portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company by its internal resources.

The New Ray Group intends to finance its portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company with part of the net proceeds it received from the top-up placing of 160,000,000 shares of New Ray which was completed on 5 November 2014.

Obligations of and undertakings by the parties

Each of Sharp Shine and Brilliant Dream undertakes to the other that upon the incorporation of the JV Company, it will subject to the compliance of all applicable laws, rules and regulations:

- (a) pay its portion of the Capital Contribution and (where applicable) the Initial Shareholders' Loan to the JV Company in the manner as described in the JV Agreement; and
- (b) take all reasonable actions and steps to assist the JV Company in the application for and obtaining of all requisite licences, permits and approvals (where applicable) by the relevant regulatory authorities in the BVI, the PRC or any other relevant jurisdictions for the purposes of carrying on the Proposed Business.

Composition of the board of directors of the JV Company

The board of directors of the JV Company shall initially consist of 3 directors unless otherwise agreed by all the shareholders of the JV Company in writing. For so long as Sharp Shine holds not less than 51% of the issued share capital of the JV Company, Sharp Shine shall have the right to appoint and remove up to 2 directors of the JV Company. For so long as Brilliant Dream holds any interest in the issued share capital of the JV Company, Brilliant Dream shall have the right to appoint and remove up to 1 director of the JV Company.

The directors appointed by Sharp Shine to the JV Company may elect one of their number to be the chairman of the board of directors of the JV Company.

In accordance with the terms of the JV Agreement, the following matters shall be approved unanimously by all the directors of the JV Company:

- (a) any material change in the nature of the business of the JV Company (including but not limited to the Proposed Business) or the JV Company's cessation of its activities or a major part thereof;
- (b) the JV Company's entering into of any transaction or investment in or acquisition of any business or project which requires investment by the JV Company of more than HK\$100 million;
- (c) amendment or adoption of any change to the memorandum and articles of association of the JV Company; and
- (d) the JV Company's issue of, or agreement to issue, any shares in the JV Company or other equity securities or loan capital or the JV Company's grant of, or agreement to grant, any option over or right to acquire or convert into, any shares in the JV Company or loan capital.

Except otherwise agreed in writing by the parties to the JV Agreement and subject to the foregoing paragraph, all decisions of the board of directors of the JV Company shall be made by a simple majority vote of the directors of the JV Company.

Transfer of shares in the JV Company

In accordance with the terms of the JV Agreement, without the prior written consent of the other shareholder(s) of the JV Company, a shareholder of the JV Company shall not:

- (1) transfer any of its shares in the JV Company to any third party;
- (2) grant, declare, create or dispose of any of its right or interest in any shares in the JV Company;
- (3) create or permit to exist any encumbrances over any shares of the JV Company; or
- (4) enter into any agreement or arrangement to do any of the foregoing.

For so long as Sharp Shine is a shareholder of the JV Company, it shall remain as a member of the Town Health Group. For so long as Brilliant Dream is a shareholder of the JV Company, it shall remain as a member of the New Ray Group.

Duration of the JV Agreement

The JV Agreement shall cease to have effect upon the earliest of:

- (1) the JV Company not having been incorporated by the Long Stop Date;
- (2) the obtaining of the unanimous consent of the parties to the JV Agreement in writing; or
- (3) all the issued shares in the JV Company having become beneficially (whether directly or indirectly) owned by one person or entity.

The shareholder(s) of the JV Company (other than the Defaulting Shareholder (as defined below)) may serve notice to forthwith terminate the JV Agreement against any shareholder of the JV Company (“**Defaulting Shareholder**”) on the occurrence of any of the following events:

- (1) the Defaulting Shareholder committing a material breach of its obligations under the JV Agreement and, in the case of a material breach capable of being remedied, fails to remedy the same within 14 days of being specifically required in writing so to do by the other shareholder(s) of the JV Company;
- (2) any distress, execution, sequestration or other process levied or enforced upon or sued out against any material property of the Defaulting Shareholder which is not discharged within 14 days; and
- (3) the making of an order or the passing of a resolution for the winding up of, or the making of a bankruptcy order against, the Defaulting Shareholder.

The JV Agreement shall cease to have effect in relation to a shareholder of the JV Company if it ceases to hold any issued shares in the JV Company.

INFORMATION ABOUT THE PARTIES TO THE JV AGREEMENT

Sharp Shine is principally engaged in investment holding.

The Town Health Group is principally engaged in (i) healthcare business investments; (ii) provision and management of healthcare and related services; and (iii) properties and securities investments and trading.

Brilliant Dream is principally engaged in investment holding.

The New Ray Group is principally engaged in pharmaceutical distribution businesses in the PRC.

REASONS FOR AND BENEFITS OF THE FORMATION OF THE JV COMPANY

As the Town Health Group believes that the PRC healthcare market offers numerous investment opportunities with good potential, the Town Health Group has been actively seeking investment opportunities in the PRC healthcare market. New Ray is a reputable pharmaceutical distributor based in Zhejiang province which has extensive business relationships and good knowledge of the business environment relating to the medical and pharmaceutical market in the PRC, particularly in the Zhejiang province and eastern China region. As such, the New Ray Group has an advantage in sourcing and exploring business opportunities in the Proposed Business.

The New Ray Group is also optimistic in the prospects and development of the PRC healthcare market. The investment in the Proposed Business will enable the New Ray Group to diversify its business which will be beneficial to the long-term development of the New Ray Group.

The respective directors of Town Health and New Ray believe that the entering into of the JV Agreement will enable the respective groups, upon the formation of the JV Company, to jointly explore and develop the Proposed Business with a view to bringing more investment returns to the shareholders of Town Health and New Ray respectively.

The directors of Town Health are of the view that the terms of the JV Agreement are on normal commercial terms and are fair and reasonable and in the interests of Town Health and its shareholders as a whole.

The directors of New Ray (excluding the independent non-executive directors of New Ray who will form their view after considering the advice of the independent financial adviser to be appointed) are of the view that the terms of the JV Agreement are on normal commercial terms and are fair and reasonable and in the interests of New Ray and its shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES FOR TOWN HEALTH

As the applicable percentage ratios (as defined under the Listing Rules) in respect of the formation of the JV Company and the transactions contemplated under the JV Agreement (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company) are more than 5% but less than 25%, the formation of the JV Company and the transactions contemplated under the JV Agreement constitutes a discloseable transaction for Town Health and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

IMPLICATIONS UNDER THE GEM LISTING RULES FOR NEW RAY

As the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the formation of the JV Company and the transactions contemplated under the JV Agreement (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company) are more than 5% but less than 25%, the formation of the JV Company and the transactions contemplated under the JV Agreement constitutes a discloseable transaction for New Ray under Chapter 19 of the GEM Listing Rules.

Town Health is the holding company of Town Health BVI which in turn holds 100% interest in Town Health Pharmaceutical, a substantial shareholder of New Ray holding 26% of the issued share capital of New Ray as at the date of this announcement. As Sharp Shine is an indirect wholly-owned subsidiary of Town Health and a fellow subsidiary of Town Health Pharmaceutical, Sharp Shine is a connected person of New Ray for the purpose of Chapter 20 of the GEM Listing Rules. The formation of the JV Company and the transactions contemplated under the JV Agreement (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company) constitutes a non-exempt connected transaction for New Ray and is subject to the reporting, announcement and independent shareholders' approval requirements under Chapter 20 of the GEM Listing Rules.

An Independent Board Committee of New Ray will be established to advise the Independent Shareholders of New Ray in respect of the terms of the JV Agreement and the transactions contemplated thereunder.

An independent financial adviser will be appointed to advise the Independent Board Committee of New Ray and the Independent Shareholders of New Ray on the fairness and reasonableness of the terms and conditions of the JV Agreement and the manner of voting by the Independent Shareholders of New Ray on the resolution(s) approving the JV Agreement and the transactions contemplated thereunder.

THE SGM OF NEW RAY

The SGM of New Ray will be convened and held for the Independent Shareholders of New Ray to consider, and if thought fit, approve, among other matters, the JV Agreement and the transactions contemplated thereunder (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company).

In view of the material interests of Town Health (through its indirect holding of Sharp Shine) in the JV Agreement, Town Health Pharmaceutical, being an indirect wholly-owned subsidiary of Town Health and a fellow subsidiary of Sharp Shine, and its associates who are shareholders of New Ray will abstain from voting on the relevant resolution(s) at the SGM of New Ray. As at the date of this announcement, Town Health Pharmaceutical is holding 249,600,000 shares in New Ray, representing 26% of the issued share capital of New Ray.

The circular containing, among other matters, (i) details of the JV Agreement; (ii) the advice of the independent financial adviser of New Ray regarding the JV Agreement and the transactions contemplated thereunder (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company); (iii) the recommendation of the Independent Board Committee of New Ray regarding the JV Agreement and the transactions contemplated thereunder (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders' Loan (where applicable) to the JV Company); and (iv) the notice convening the SGM of New Ray and a form of proxy, are expected to be despatched to the shareholders of New Ray on or before 31 January 2015 due to the preparation and finalisation of certain information for inclusion in the circular of New Ray.

DEFINITIONS

Unless the context requires otherwise, the following words and phrases used in this announcement have the following meanings:

“associate(s)”	has the meaning ascribed to it in the GEM Listing Rules, or where appropriate, the Listing Rules
“Brilliant Dream”	Brilliant Dream Holding Limited, a company incorporated in the BVI and an indirect wholly-owned subsidiary of New Ray and being a party to the JV Agreement

“Business Day”	a day (excluding a Saturday, Sunday or public holiday and any day on which a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours
“BVI”	the British Virgin Islands
“Capital Contribution”	the contribution of the proposed initial issued share capital of the JV Company in cash as to 80% (i.e. HK\$8) by Sharp Shine and as to 20% (i.e. HK\$2) by Brilliant Dream
“connected person(s)”	has the meaning as ascribed to it in the GEM Listing Rules, or where appropriate, the Listing Rules
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee of New Ray”	the independent committee of the board of directors of New Ray comprising all the independent non-executive directors of New Ray to advise the Independent Shareholders of New Ray on the terms of the JV Agreement and the transactions contemplated thereunder (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders’ Loan (where applicable) to the JV Company)
“Independent Shareholders of New Ray”	shareholders of New Ray other than Town Health Pharmaceutical and its associates

“Initial Shareholders’ Loan”	the interest-free initial shareholders’ loan in the aggregate sum of up to HK\$300 million to be provided by Sharp Shine and Brilliant Dream to the JV Company in the proportion of 80:20 and on terms to be agreed between the parties to the JV Agreement
“JV Agreement”	the joint venture agreement dated 11 December 2014 entered into between Sharp Shine and Brilliant Dream in relation to, among other matters, the formation of the JV Company
“JV Company”	a company to be incorporated in the BVI with limited liability pursuant to the JV Agreement and to be held as to 80% by Sharp Shine and 20% by Brilliant Dream
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	31 March 2015 (or such other date as may be agreed between the parties to the JV Agreement in writing)
“New Ray”	New Ray Medicine International Holding Limited, a company incorporated in Bermuda with limited liability and the issued shares of which are listed on GEM
“New Ray Group”	New Ray and its subsidiaries
“PRC”	the People’s Republic of China
“Proposed Business”	to invest in medical and healthcare related business in the PRC
“SGM of New Ray”	a special general meeting of New Ray to be convened to be held for the Independent Shareholders of New Ray to consider, and if thought fit, approve the JV Agreement and the transactions contemplated thereunder (including the provision of the relevant portion of the Capital Contribution and the Initial Shareholders’ Loan (where applicable) to the JV Company)

“Sharp Shine”	Sharp Shine International Limited, a company incorporated in the BVI and an indirect wholly-owned subsidiary of Town Health and being a party to the JV Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder”	has the meaning as ascribed to it in the GEM Listing Rules, or where applicable, the Listing Rules
“Town Health”	Town Health International Medical Group Limited, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability and the issued shares of which are listed on the Main Board of the Stock Exchange
“Town Health BVI”	Town Health (BVI) Limited, the holding company of Town Health Pharmaceutical
“Town Health Group”	Town Health and its subsidiaries
“Town Health Pharmaceutical”	Town Health Pharmaceutical Limited, a substantial shareholder of New Ray and an indirect wholly-owned subsidiary of Town Health
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By order of the board of directors of
**Town Health International
Medical Group Limited**
Hui Ka Wah, Ronnie, JP
Executive Director

By order of the board of directors of
**New Ray Medicine International
Holding Limited**
Lee Chik Yuet
Executive Director

Hong Kong, 11 December 2014

As of the date of this announcement, the executive directors of Town Health are Miss Choi Ka Yee, Crystal (Chairperson), Dr. Cho Kwai Chee (Executive Vice Chairman), Dr. Hui Ka Wah, Ronnie, JP (Chief Executive Officer), Mr. Lee Chik Yuet, Dr. Chan Wing Lok, Brian and Mr. Wong Seung Ming (Chief Financial Officer); the non-executive director of Town Health is Dr. Choi Chee Ming, GBS, JP (Vice-Chairman); and the independent non-executive directors of Town Health are Mr. Chan Kam Chiu, Mr. Ho Kwok Wah, George and Mr. Wai Kwok Hung, SBS, JP.

As of the date of this announcement, the executive directors of New Ray are Mr. Zhou Ling, Mr. Dai Haidong, Ms. Yang Fang and Mr. Lee Chik Yuet; and the independent non-executive directors of New Ray are Mr. Ho Hau Cheung, BBS, MH, Mr. Sung Hak Keung, Andy and Mr. Leung Chi Kin.

This announcement, for which the directors of New Ray collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to New Ray. The directors of New Ray, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement relating to the New Ray Group is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the website of the Stock Exchange at www.hkexnews.hk and on the GEM website at www.hkgem.com on the “Latest Company Announcements” page for at least 7 days from the date of its publication and on the website of Town Health at www.townhealth.com and the website of New Ray at www.newraymedicine.com.