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金威医疗集团有限公司
Good Fellow Healthcare Holdings Limited

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 8143)

SUPPLEMENTAL ANNOUNCEMENT

MAJOR TRANSACTION IN RELATION TO ACQUISITION OF INTERESTS IN LIMITED PARTNERSHIP

References are made to the announcements of Good Fellow Healthcare Holdings Limited (the "**Company**") dated 30 June 2026 and 8 July 2026 (collectively, the "**Announcements**") in relation to, among other things, the Acquisition. Unless the context requires otherwise, capitalised terms used herein shall have the same meanings as those defined in the Announcements.

INTRODUCTION

The Board wishes to announce that on 23 November 2026 (after trading hours of the Stock Exchange), the Purchaser, the Vendor, Lvfulong, the Target Partnership and Mr. Zhang entered into a supplemental agreement (the "**Supplemental Agreement**"), pursuant to which the parties agreed to amend the payment arrangements under the Interest Transfer Agreement.

SUPPLEMENTAL AGREEMENT

As disclosed in the Announcements, the Purchaser and the Vendor, among others, entered into the Interest Transfer Agreement, pursuant to which the Vendor conditionally agreed to transfer and the Purchaser conditionally agreed to acquire the Partnership Interests (being 80.0% of the partnership interests in the Target Partnership) for the consideration of RMB5,738,200 (equivalent to approximately HK$6,639,100). As at the date of this announcement, the Target Partnership in turn owns 51% equity interest of Xiamen Hospital.

Pursuant to the terms and conditions of the Interest Transfer Agreement, the Consideration of RMB5,738,200 is payable by the Purchaser to the Vendor in a one-off lump-sum payment within one (1) year upon the fulfillment (or waiver, where applicable) of all conditions precedent, the execution of the Transaction Documents, or the completion of the commercial and industrial registration in respect of the transfer of the Partnership Interests, whichever is later.

Pursuant to the Supplemental Agreement, the parties agreed to amend the payment arrangement. The Purchaser shall pay to the Vendor RMB2,869,100, representing 50% of the Consideration (the "**First Instalment Consideration**"), within five business days upon the fulfillment of all the conditions below:

(i) the execution and delivery of the Equity Charges (as defined below) and all ancillary documents in relation thereto by the relevant parties;

(ii) none of the parties to the Interest Transfer Agreement, other than the Purchaser, having committed any breach of the terms of the Interest Transfer Agreement;

(iii) there being no PRC laws, judgments, rulings, decisions or injunctions issued by any court, arbitral tribunal or competent governmental authority in the PRC restricting, prohibiting or otherwise preventing the transactions contemplated under the Interest Transfer Agreement, and there being no pending or threatened litigation, arbitration, judgment, ruling, decision or injunction that has had or may reasonably be expected to have an adverse effect on such transactions; and

(iv) there being no event, fact, circumstance, change or other condition which has had, or could reasonably be expected to have, an adverse effect on the assets, financial structure, liabilities, technology, profit prospects or normal business operations of the Target Partnership and/or the Xiamen Hospital.

Pursuant to the Supplemental Agreement, the parties shall use their best endeavours to complete the registration procedures in respect of the Equity Charges and obtain the relevant registration certificates issued by the competent registration authorities within 45 days from the date of the Supplemental Agreement (or such other period as may be designated by the Purchaser). In the event that the registration procedures in respect of the Equity Charges are not completed within the aforesaid period, the Purchaser is entitled to terminate the Supplemental Agreement by notice to the other parties. Upon such termination, the Vendor shall refund the First Instalment Consideration in full to the Purchaser on the day immediately following the date of termination of the Supplemental Agreement or within such other period as may be required by the Purchaser.

For the avoidance of doubt, the remaining consideration in the amount of RMB2,869,100 shall be paid by the Purchaser to the Vendor within one (1) year upon the fulfillment (or waiver, where applicable) of all conditions precedent, the execution of the Transaction Documents, or the completion of the commercial and industrial registration in respect of the transfer of the Partnership Interests, whichever is later. The payment of the First Instalment Consideration shall not constitute a waiver of any of the conditions precedent under the Interest Transfer Agreement, all of which shall remain in full force and effect and shall continue to apply to the Acquisition.

EQUITY CHARGES ARRANGEMENT

As security for the due and punctual performance of the obligations and liabilities of the Vendor, Lvfulong, the Target Partnership and Mr. Zhang under the Interest Transfer Agreement (as amended and supplemented by the Supplemental Agreement), the parties have agreed that:

(i) the Vendor shall create a charge in favour of the Purchaser over 40% of the partnership interests held by it in the Target Partnership, representing paid-up capital contribution of RMB2.8 million; and

(ii) the Target Partnership shall create a charge in favour of the Purchaser over 20.4% of the equity interests held by it in the Xiamen Hospital, representing paid-up capital contribution of RMB2.04 million (collectively, the "**Equity Charges**").

In the event that the Interest Transfer Agreement is terminated, the Vendor shall refund all amounts paid by the Purchaser under the transaction documents on the day immediately following the date of termination (or within such other period as may be required by the Purchaser).

REASONS FOR AND BENEFITS OF THE ENTERING INTO OF THE SUPPLEMENTAL AGREEMENT

As disclosed in the Announcements, completion of the Acquisition remains subject to the fulfilment (or waiver, where applicable) of the conditions precedent set out in the Interest Transfer Agreement. As at the date of the Supplemental Agreement, the parties have made substantial progress towards completion of the Acquisition. As at the date of this announcement, conditions (iii), (v), (vi), (vii), (viii), (ix), (x), (xiii) and (xv) have been fulfilled. Accordingly, the parties agreed to enter into the Supplemental Agreement to facilitate the continued progression of the Acquisition and to demonstrate their commitment to the transaction pending satisfaction of the remaining conditions precedent.

Meanwhile, the Purchaser has negotiated and obtained enhanced security arrangements in connection with such advance payment. In particular, the Equity Charges arrangement comprises (i) a charge over 40% of the partnership interests held by the Vendor in the Target Partnership; and (ii) a charge over 20.4% of the equity interests held by the Target Partnership in the Xiamen Hospital, which collectively secure the performance by the Vendor and the other relevant parties of their obligations under the Interest Transfer Agreement (as amended and supplemented by the Supplemental Agreement), including the repayment of all amounts paid by the Purchaser in the event of a termination of the Acquisition. The Board considers that such security arrangement provides the Purchaser with additional protection and enhances the recoverability of the amounts advanced by the Purchaser pending completion.

In light of the foregoing, the Board considers that the entering into of the Supplemental Agreement will facilitate the progression of the Acquisition while providing additional protection to the Purchaser. The Board is of the view that the terms of the Supplemental Agreement and the transactions contemplated thereunder, including the Equity Charges arrangement, were negotiated on an arm's length basis, are fair and reasonable, and are in the interests of the Company and its shareholders as a whole.

Save as disclosed above, all other information disclosed in the Announcements remains unchanged.

By order of the Board
Good Fellow Healthcare Holdings Limited
Ng Chi Lung
Chairman and Executive Director

Hong Kong, 23 November 2026

As at the date of this announcement, the Board comprises Mr. Ng Chi Lung and Mr. Wu Qiyou as executive Directors; and Ms. Wong Ka Wai, Jeanne, Mr. Lau Tak Kei Arthur and Mr. Lin Yaomin as independent non-executive Directors.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement 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 "Latest Listed Company Information" page of the website of The Stock Exchange of Hong Kong Limited at www.hkexnews.hk for at least seven days from the date of publication and on the Company's website at www.gf-healthcare.com.