HING YIP HOLDINGS LIMITED
興業控股有限公司
(Incorporated in Bermuda with limited liability)
(Stock code: 00132)

DISCLOSEABLE TRANSACTION IN RELATION TO THE ACQUISITION OF 51% EQUITY INTEREST IN THE TARGET COMPANY

THE ACQUISITION

On 14 March 2025, the Purchaser (a wholly owned subsidiary of the Company), the Research Institute, Mr. Zhou, the Vendors and the Target Company entered into the Equity Transfer Agreement, pursuant to which, among others, the Purchaser conditionally agreed to purchase from the Vendors, the Sale Shares, representing 51% of the equity of the Target Company, at the total Consideration of RMB54,435,300 (equivalent to approximately HK$58,464,000), subject to adjustment (if any).

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios for the transactions contemplated under the Acquisition exceeds 5% but all of them are less than 25%, the entering into of the Acquisition constitutes a discloseable transaction for the Company under the Listing Rules.

Certain ongoing transactions between Mr. Zhou's associates and the Target Company will constitute continuing connected transactions of the Company at the subsidiary level following the completion of the Acquisition as disclosed in this announcement pursuant to Rule 14A.60 of the Listing Rules.

INTRODUCTION

The Board is pleased to announce that on 14 March 2025, the Purchaser (a wholly owned subsidiary of the Company), the Research Institute, Mr. Zhou, the Vendors and the Target Company entered into the Equity Transfer Agreement, pursuant to which, among others, the Purchaser conditionally agreed to purchase from the Vendors the Sale Shares, representing 51% of the equity of the Target Company, at the total Consideration of RMB54,435,300 (equivalent to approximately HK$58,464,000), subject to adjustment (if any).

PRINCIPAL TERMS OF THE EQUITY TRANSFER AGREEMENT

Date

14 March 2025

Parties

(1) the Purchaser;

(2) the Research Institute;

(3) Mr. Zhou;

(4) the Vendors; and

(5) the Target Company.

Sale Shares

The Sale Shares represent 51% of the equity of the Target Company.

Consideration and payment terms

The total Consideration for the Acquisition is RMB54,435,300 (equivalent to approximately HK$58,464,000), subject to adjustment (if any), which is payable by the Purchaser as to:

1. First payment: 20% of the Consideration, within 30 days from the fulfilment of the Conditions, following which the relevant registrations and filings for the shareholding change will be completed (the "**Completion Date**") within 60 days.

2. Second payment: 30% of the Consideration, within 30 days from the Completion Date, provided that the Purchaser has obtained relevant proofs effecting the transfer of Sale Shares under relevant PRC requirements, including the register of members of the Target Company. The Vendors shall also facilitate the change of corporate structure as set out in the section headed "Management of the Target Company" below and amend the articles of association of the Target Company in accordance with the Equity Transfer Agreement.

3. Third payment: up to 80% of the Consideration, within 30 days from the completion of the special audit. Within 30 working days from the Completion Date, the Purchaser shall complete the special audit of the Target Company's financial information for the Transitional Period, and losses identified in the special audit may be deducted from the Consideration amount.

4. the remaining 20% of the Consideration (the "**Fourth Payment**"): (a) the first half of which, within 30 days from the final divestment of the designated equity investments as set out in the section headed "Hive down of assets and liabilities of the Target Company – Divestment of equity investments of the Target Company" below; and (b) the rest, (i) within six months after the end of the third full financial year ending 31 December following the Completion Date if the total operating revenue of the Target Company exceeds RMB30,000,000 and the total net profit after deducting non-recurring profits and losses of the Target Company exceeds RMB9,000,000 for such period; or (ii) failing which, within six months after the end of the fifth full financial year ending 31 December following the Completion Date if the total operating revenue and the total net profit after deducting non-recurring profits and losses of the Target Company exceed the RMB50,000,000 and RMB15,000,000 potential thresholds respectively for such period. If the relevant revenue or profit levels falls within the band of RMB45,000,000 (exclusive) to RMB50,000,000 (inclusive) or RMB13,500,000 (exclusive) to RMB15,000,000 (inclusive) respectively, the outstanding Fourth Payment amount will be adjusted downwards by the proportion of actual revenue or profit level falling short of the potential thresholds (whichever one is lower). If the actual revenue or profit levels not exceed RMB45,000,000 or RMB13,500,000 respectively, the amount of Fourth Payment will be adjusted to zero and any Consideration paid may be further adjusted downwards and refunded to the Purchaser by the amount of shortfall of profit level of the Target Company, unless the Vendors have fully compensated the Target Company by the amount of the shortfall.

Basis of Consideration

The Consideration was determined after arm's-length negotiations between the Vendor and the Purchaser with reference to the appraisal value of the Target Group of RMB106,735,900 according to the Valuation conducted by the Independent Valuer engaged by the Group.

The Valuation

The Valuation was carried out by the Independent Valuer using the asset-based approach. In selecting the appropriate valuation approach, the Independent Valuer considered the appropriateness of three generally accepted valuation approaches, namely the market approach, income approach and asset-based approach.

The market approach was not adopted given that there were a lack of comparable listed companies engaging in similar types of business as those of the Target Company, or affected by the same economic factors, and there were no multiple transaction cases comparable with the Target Company including in terms of business structure, enterprise scale, asset allocation and utilization and other factors, or there were very few relevant transaction cases but they were in lack of data and information on transactions, acquisitions and mergers with trading partners. The income approach was also not adopted as the discount rate required for such method is typically derived from publicly available financial data of comparable listed companies.

The Independent Valuer therefore considered the asset-based approach to be the most appropriate valuation approach as the Target Company has complete documentation pertaining to the construction and formation of its assets and liabilities, with its primary assets being in continuous use. Under asset-based approach, the value of the Target Company is represented by the sum of the individually assessed values of its assets and liabilities. As at the Valuation Benchmark Date, the total assets and the total liabilities of the Target Group was valued at RMB188,592,300 and RMB81,856,400 respectively, and the appraised value of the entire equity of the Target Group was therefore valued at RMB106,735,900.

In conducting the Valuation, the Independent Valuer had made valuation assumptions including:

General assumptions

1. *Transaction assumption*: the Target Company is in the course of transaction processes, and the valuation is conducted based on a simulated marketplace situation, and the result of the valuation is an estimation of a transaction price at which the Target Company is most likely to be transacted;

2. *Public market assumption*: the assets of the Target Company are traded in the open market where each of the purchaser and seller is on equal footing and provided with the opportunity and time to have access to adequate market information, it is assumed that the trading behaviour of the purchaser and the seller are carried out voluntarily, rationally and under non-mandatory conditions; and

3. *Going concern assumption*: the assets of the Target Company will continue to be used at their original locations for the same purposes and in the same manner in which they were used on the Valuation Benchmark Date after the realization of the proposed transaction under the Valuation.

Assumptions relating to the Target Company

1. Save to the extent known to the Independent Valuer, it is assumed that the purchase, acquisition, improvement and development of the assets of the Target Company are in compliance with relevant national laws and regulations;

2. Save to the extent known to the Independent Valuer, it is assumed that the assets of the Target Company are free from rights defects, liabilities and restrictions that may affect their value, and the taxes and other payable in connection therewith have been paid;

3. The Independent Valuer has conducted surveys on tangible assets such as equipment involved in the valuation subject from the external of their visible entity and have conducted due diligence to understand their internal existing problems, but due to technical constraints, no specific technical tests have been organized on the technical data, technical status, structure, attachments and other aspects of the assets concerned. In addition to the extent known to the Independent Valuer, it is assumed that the equipment, vehicles and other equipment involved in the valuation subject have no material technical failures that affect their continuous use, and that their key components and materials have no potential quality defects;

4. The Independent Valuer has conducted due diligence on intangible assets involved in the valuation subject from their essence, technical advancement, economic applicability and market acceptance, and interviewed relevant professionals, but did not conduct special verifications on relevant assets. The process of understanding the value of intangible assets is inevitably influenced by the data collection process and the differences in interviewees and content, as well as the information obtained, which introduces a degree of subjectivity into the professional judgment of the Independent Valuer. It is assumed that the relevant information regarding intangible assets of the Target Company possessed by the Independent Valuer is in line with its actual situation, and meets the general conditions such as acquisition, development, utilisation, operation and income of the Target Company;

5. Unless otherwise stated in the Valuation Report, it is assumed that the Target Company will not be affected by factors such as existing or future mortgages, guarantees and special methods of transaction which may affect its value;

6. It is assumed that the Target Company will not be subject to any other force majeure or unforeseeable factors which may have a material adverse impact on its value; and

7. It is assumed that each of the assets in the Valuation is based on the actual inventory as at the Valuation Benchmark Date, and the current market value of the relevant assets is based on the effective domestic prices as at the Valuation Benchmark Date.

The Board is satisfied that (i) the Independent Valuer has the necessary professional qualifications and relevant experience to perform the Valuation; (ii) the scope of work carried out by the Independent Valuer is appropriate for the relevant assessments; and (iii) the valuation assumptions and methodologies adopted by the Independent Valuer for the relevant assessments are fair and reasonable. As such, the Board considers that the Valuation is fair and reasonable for consideration in determining the Consideration.

Conditions precedent

Completion of the Acquisition is subject to satisfaction of the conditions precedent summarized as follows:

(a) the representations and warranties provided by the Vendors and Mr. Zhou remaining true and accurate and not misleading in all material respects;

(b) the confirmation is obtained from all remaining shareholders of the Target Company agreeing to the transactions contemplated under the Equity Transfer Agreement;

(c) the guarantees provided by the Target Company, as stipulated in the Equity Transfer Agreement, being true and accurate and not misleading; and the financial guarantees of the Target Company being released in accordance with the Equity Transfer Agreement with relevant proof provided to the Purchaser and written confirmation being obtained;

(d) the equity investments of the Target Company, as stipulated in the Equity Transfer Agreement, being true and accurate and not misleading; and the initial divestment of the designated equity investments being completed in accordance with the Equity Transfer Agreement with relevant proof provided to the Purchaser and written confirmation being obtained;

(e) the debts and liabilities of the Target Company, as stipulated in the Equity Transfer Agreement, being true and accurate and not misleading; and the outstanding debts being settled in accordance with the Equity Transfer Agreement with relevant proof provided to the Purchaser and written confirmation being obtained;

(f) certain due diligence items being resolved, with relevant supporting documents provided to the Purchaser and written confirmation being obtained;

(g) the Sale Shares is not involved in any litigation, arbitration, administrative orders or enforcement proceedings, nor subject to any transfer restrictions, nor held under any nominee arrangements, trust structures or other contractual arrangements; and shall be free from ownership disputes or third-party claims in such that the transfer of Sales Shares can be completed without any assertion of third-party rights;

(h) the Purchaser having obtained all necessary filing with and/or approvals by the relevant governmental or regulatory authorities, and having complied with all the applicable requirements under the Listing Rules in connection with the transactions contemplated under the Equity Transfer Agreement; and

(i) all relevant documentations in relation to the matters pertaining to the Target Company that have occurred during the Transitional Period shall be provided to the Purchaser with written confirmation being obtained.

Hive down of assets and liabilities of the Target Company

Release of financial guarantees of the Target Company

Within a period of 6 months from the date of the Equity Transfer Agreement, the Target Company will terminate and release its financial guarantees granted.

Mr. Zhou and the Vendors will be liable for the aforesaid termination and release at their own costs.

Divestment of equity investments of the Target Company

Within a period of 9 months from the date of the Equity Transfer Agreement, the Target Company will divest in stages its equity investments in certain medical, pharmaceutical and health related entities. The total amount received from the divestments shall be at no less than the aggregate valuation of RMB27,863,477.30 pursuant to the Valuation.

Mr. Zhou and the Vendors will be liable for the aforesaid divestment at their own costs.

Settlement of outstanding debts

Within a period of 6 months from the date of the Equity Transfer Agreement, the Target Company will repay and settle certain outstanding debts, failing which the relevant interest costs of the underlying loans will be restricted to the one-year loan market benchmark rate (LPR) announced by the PRC National Interbank Funding Center on the date of the Equity Transfer Agreement or lower.

Within a period of 6 months from the date of the Equity Transfer Agreement, the Target Company will collect and recover certain outstanding receivables.

Mr. Zhou and the Vendors will be liable for the aforesaid settlement and recovery at their own costs.

Adjustment to the Consideration in relation to the hive-down

The Purchaser may deduct from the Consideration any loss incurred through its interests in the Target Company in relation to the aforesaid divestment, settlement and recovery arrangements.

Completion

Subject to the fulfilment of the Conditions, completion shall take place on the Completion Date.

Exit Mechanism

In addition to the Consideration adjustments, in the event (i) the Target Company suffered accumulated liabilities or losses as a result of breach of warranties under the Equity Transfer Agreement or the operation before the Completion Date amounting to 10% or more of the appraisal value of the Target Group pursuant to the Valuation; or (ii) the operating revenue of the Target Company in any year within the five years period from the Completion Date decreases by 50% or more compared to the position in 2023; or (iii) the Target Company incurs an accumulated net loss after deducting non-recurring profits and losses amounting to RMB5,000,000 or more within the five years period from the Completion Date; or (iv) the occupancy rate of the properties held by the Target Company in any year within five years from the Completion Date decreases by 50% or more compared to the position in 2023, the Purchaser may require the Research Institute, Mr. Zhou or the Vendors to repurchase the Sale Shares at the Consideration amount paid plus 8% annualised interest calculated from the Completion Date up to the repurchase completion date or at the then independent appraisal value of the Sale Shares (whichever is higher).

The Company will further comply with any applicable requirement of the Listing Rules in the event such exit right is exercised.

Management of the Target Company

Composition of the board of directors

The board of directors of the Target Company shall consist of five directors, three of which shall be appointed by the Purchaser and two of which shall be appointed by Mr. Zhou. The chairman of the board of directors of the Target Company shall be appointed by the Purchaser. All resolutions of the board of directors shall be approved by more than half of all the directors.

Senior management

The general manager of the Target Company shall be appointed by Mr. Zhou, who will also be the legal representative of the Target Company and will be responsible for the daily operation of the Target Company. The person in charge of finance shall be appointed by the Purchaser.

Continuing transactions between the Target Company and Mr. Zhou's associates

It is expected that the following ongoing transactions of the Target Company will be continuing with Mr. Zhou's associates following the Acquisition:

	Mr. Zhou's associate as counterparty	**Nature and date of agreement**	**Period of agreement**	**Summary of transaction**
1.	Guangzhou Health Respiratory Drug Engineering Technology Co., Ltd.*（廣州健康元呼吸藥物工程技術有限公司）	Leasing agreement dated 26 October 2018	1 October 2018 to 30 November 2025	The Target Company is leasing and will continue to lease designated premises of the respiratory health industrial park under the relevant leasing agreement to Guangzhou Health Respiratory Drug Engineering Technology Co., Ltd.*

	Mr. Zhou's associate as counterparty	Nature and date of agreement	Period of agreement	Summary of transaction
2.	Guangdong Gumaidi Health Technology Co., Ltd.* (廣東固麥迪健康科技有限公司)	Leasing agreement dated 30 June 2023	1 July 2023 to 30 June 2025	The Target Company is leasing and will continue to lease designated premises of the respiratory health industrial park under the relevant leasing agreement to Guangdong Gumaidi Health Technology Co., Ltd.*
3.	Guangdong Gumaidi Health Technology Co., Ltd.* (廣東固麥迪健康科技有限公司)	Leasing agreement dated 1 January 2024	1 January 2024 to 30 September 2027	The Target Company is leasing and will continue to lease designated premises of the respiratory health industrial park under the relevant leasing agreement to Guangdong Gumaidi Health Technology Co., Ltd.*

INFORMATION ON THE PARTIES

The Purchaser

The Purchaser is a wholly owned subsidiary of the Company, which is principally engaged in investments and asset management.

Mr. Zhou

Mr. Zhou is a Chinese individual and the actual controller of the Target Company.

The Vendors

Vendor 1 is a limited partnership established in the PRC and is principally engaged in equity investments in healthcare industry. As at the date of this announcement, Vendor 1 is held as to approximately 73.77% by Mr. Zhou, approximately 13.44% by Vendor 2, approximately 6.98% by the Research Institute, approximately 3.49% by Zhang Qingjie (張清杰) and approximately 2.32% by Zhang Bin (張斌).

Vendor 2 is a limited partnership established in the PRC and is principally engaged in equity investments in healthcare industry. As at the date of this announcement, Vendor 2 is held as to 60% by Mr. Zhou, 20% by Yang Qian (楊幹) and 20% by Zhou Yinhua (周銀華).

Vendor 3 is a limited partnership established in the PRC and is principally engaged in equity investments in healthcare industry. As at the date of this announcement, Vendor 3 is held as to 75% by Respiratory Research Institute Medical Technology (Foshan) Co., Ltd.* (呼研所醫藥科技(佛山)有限公司), 24.75% by Mr. Zhou and 0.25% by Zhang Jing (張靜). Respiratory Research Institute Medical Technology (Foshan) Co., Ltd.* is a company incorporated in the PRC with limited liability, and is held as to 59.5% by Foshan Anjie Health Industry Co., Ltd.* (佛山安捷健康產業有限公司)(a company ultimately controlled by Mr. Zhou), 30% by Foshan Jiangjia Medical Technology Co., Ltd.* (佛山市匠家醫療科技有限公司) and 10.5% by Foshan Yueyan Gulin Investment Center (Limited Partnership)* (佛山粵研股權投資中心(有限合夥)). Foshan Jiangjia Medical Technology Co., Ltd.* maintains a diversified shareholding structure, with shares dispersed among multiple individuals through distinct corporate entities, including but not limited to Zhong Yanbo (鐘燕波), Wen Yuting (溫玉婷), Xu Guangzong (徐光宗), Zhang Jiacheng (張家誠), Li Jinjun (李進軍) and Zheng Huansong (鄭煥松), Chen Zetao (陳澤濤), Long Chugen (龍楚根), Huang Yuelan (黃月蘭) and Yang Weiming (楊委明), and no remaining shareholder holds more than 10% of its equity. Foshan Yueyan Gulin Investment Center (Limited Partnership)* is owned as to 40% by Wang Lan (王蘭), 20% by Wang Songzhang (王松璋), 20% by Yang Qian (楊幹) and 20% by Wu Xiaoqing (吳曉清).

The Research Institute is a private non-enterprise institution (民辦非企業單位), and is principally engaged in the research and development of pharmaceutical technologies and products, evaluation and research of new drugs, consultation, training and intermediary services related to pharmaceutical research and development technologies and project. The Research Institute is organised by Zhongnanshan Medical Foundation of Guangdong* (廣東省鍾南山醫學基金會), a non-public foundation established by Zhong Nanshan (鍾南山). The legal representative and the current chairman of the council of the Research Institute is Mr. Zhou.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, as at the date of this announcement, each of Mr. Zhou, the Research Institute, Vendor 1, Vendor 2, Vendor 3 and each of their ultimate beneficial owner is an Independent Third Party.

The Target Company

The Target Company is a company established in the PRC with limited liability on 28 October 2009, and has a registered and paid-up capital of RMB66,000,000 and RMB65,000,000 respectively as at the date of this announcement.

The Target Company is principally engaged in operation and management of a respiratory healthy industrial park in Guangzhou, and is positioned as a specialised platform enterprise dedicated to the transformation, incubation and industrialisation of achievements in the field of respiratory diseases.

Set forth below is the shareholding structure of the Target Company (i) as at the date of the Equity Transfer Agreement; and (ii) immediately after the Completion Date:

	As at the date of the Equity Transfer Agreement		**Immediately after the Completion Date**	
Shareholders	**Registered capital held** *RMB'000*	**Equity interest held** *(%)*	**Registered capital held** *RMB'000*	**Equity interest held** *(%)*
Vendor 1	23,000	34.85	5,960	9.03
Mr. Zhou	21,030	31.86	21,030	31.86
Vendor 3	10,690	16.20	–	–
Vendor 2	5,930	8.98	–	–
Purchaser	–	–	33,660	51.00
Guangzhou Medical University Asset Management Co., Ltd.* (廣州醫科大學資產經營有限公司)	2,850	4.32	2,850	4.32
Zhang Qingjie (張清杰)	1,500	2.27	1,500	2.27
Zhang Bin (張斌)	1,000	1.52	1,000	1.52
	66,000	100	66,000	100

Financial Information of the Target Group

The PRC GAAP audited consolidated total assets and net assets of the Target Group as at 30 June 2024 were approximately RMB126,337,000 and RMB61,557,000 respectively. The following information is a summary of the PRC GAAP audited consolidated financial information of the Target Group for each of the two financial years ended 31 December 2022 and 31 December 2023 and the six months ended 30 June 2024:

	For the six months ended 30 June 2024	**For the year ended 31 December 2023**	**For the year ended 31 December 2022**
	RMB'000	*RMB'000*	*RMB'000*
Net profit/(loss) before taxation	2,162	764	(831)
Net profit/(loss) after taxation	1,383	625	(748)

REASONS FOR AND BENEFIT OF THE ACQUISITION

The Group is principally engaged in wellness elderly care business as the principal direction, with the strategic support of finance leasing, technology and civil explosives businesses. Through its joint ventures and associated companies, the Group also invests in fast growing sectors, such as electric utilities in the PRC.

The Group is committed to its strategic direction to become a first-class technology-based health care services provider in the Greater Bay Area. As part of the Group's continuing efforts to strengthen its supporting research sub-strategy in big health technology, the Group will consider viable synergistic investments, acquisitions and cooperation arrangements from time to time to complement its wellness elderly care business.

The biopharmaceutical industry is a key industry with State focus and support and significant social importance. The Target Company serves as the primary construction entity for the National University Science and Technology Park of Guangzhou Medical University*（廣州醫科大學國家大學科技園）, and is the main platform and core operational management for the industry-university-research base of the National Clinical Medical Research Center for Respiratory Diseases*（國家呼吸系統疾病臨床醫學研究中心）and the National Key Laboratory of Respiratory Diseases*（呼吸疾病全國重點實驗室）. The Acquisition is expected to help the Group establish in-depth cooperative relations with scientific research institutions, such as the Research Institute; enhance the Group's industry influence; promote the industrialisation and innovative application of scientific research results in related businesses; and further deepen the Group's strategic layout and resource integration capabilities in the fields of medical technology and health care services and support the Group's position in the big health industry chain.

Following the Acquisition, the Target Company will become an indirect subsidiary of the Company and the results and net assets of the Target Group will be consolidated into the financial statements of the Group.

The Directors (including the independent non-executive Directors) consider that the terms of the Acquisition, including the Consideration, are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios for the transactions contemplated under the Acquisition exceeds 5% but all of them are less than 25%, the entering into of the Acquisition constitutes a discloseable transaction for the Company under the Listing Rules.

Certain ongoing transactions between Mr. Zhou's associates and the Target Company will constitute continuing connected transactions of the Company at the subsidiary level following the completion of the Acquisition as disclosed in this announcement pursuant to Rule 14A.60 of the Listing Rules.

GENERAL

Shareholders and potential investors of the Company should note that completion is subject to the satisfaction of the Conditions under the Equity Transfer Agreement. Accordingly, the Acquisition may or may not complete. Shareholders and potential investors of the Company are advised to exercise caution when dealing in shares of the Company.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions have the following meanings:

"Acquisition"	the acquisition of the Sale Shares by the Purchaser from the Vendors pursuant to the Equity Transfer Agreement
"associate(s)"	has the meaning ascribed to it under the Listing Rules
"Board"	the board of the Directors of the Company
"Company"	Hing Yip Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 00132)

"Completion Date"	has the meaning as ascribed in the section headed "Consideration and payment terms" in this announcement
"Conditions"	the conditions precedent to completion as summarised out under the section headed "Conditions precedent" in this announcement
"Consideration"	the total consideration of RMB54,435,300 to be paid to respective Vendors for the Acquisition, which comprises the consideration of RMB27,559,200 for acquisition of Sale Shares 1, the consideration of RMB9,584,900 for the acquisition of Sale Shares 2 and the consideration of RMB17,291,200 for the acquisition of Sale Shares 3
"Director(s)"	the director(s) of the Company
"Equity Transfer Agreement"	the equity transfer agreement dated 14 March 2025 entered into between the Purchaser, the Research Institute, Mr. Zhou, the Vendors and the Target Company in relation to the Acquisition
"Group"	the Company and its subsidiaries
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"HK$"	Hong Kong Dollar, the lawful currency of Hong Kong
"Independent Third Party(ies)"	(an) independent third party(ies) not connected with the Group and any Director, chief executive or substantial shareholder of the Group or any of its subsidiaries or their respective associate of any of them as defined in the Listing Rules
"Independent Valuer"	Allied Appraisal Co., Ltd.(中聯國際房地產土地資產評估諮詢(廣東)有限公司), an independent asset appraisal company in the PRC
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Mr. Zhou"	Zhou Rong (周榮)
"PRC"	the People's Republic of China which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan

"PRC GAAP"	the Generally Accepted Accounting Principles of PRC
"Purchaser"	Guangdong Zhongchuang Xingke Asset Management Co., Ltd.* (廣東中創興科資產管理有限公司), a company incorporated in the PRC with limited liability and a wholly owned subsidiary of the Company
"Research Institute"	Guangdong Nanshan Pharmaceutical Innovation Research Institute* (廣東省南山醫藥創新研究院), a private non-enterprise institution (民辦非企業單位) established in the PRC
"RMB"	Renminbi, the lawful currency of the People's Republic of China
"Sale Shares"	a total of 51% of the equity of the Target Company as at the date of the Equity Transfer Agreement, which comprises Sale Shares 1, Sale Shares 2 and Sale Shares 3
"Sale Shares 1"	approximately 25.82% of the equity of the Target Company held by Vendor 1
"Sale Shares 2"	approximately 8.98% of the equity of the Target Company held by Vendor 2
"Sale Shares 3"	approximately 16.20% of the equity of the Target Company held by Vendor 3
"Shareholders"	shareholder(s) of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Target Company"	Respiratory Research Institute of Medical Technology (Guangzhou) Co., Ltd.* (呼研所醫藥科技(廣州)有限公司), a company established in the PRC with limited liability
"Target Group"	the Target Company and its subsidiaries
"Transitional Period"	the period from 1 July 2024 to the Completion Date
"Valuation"	the valuation of the Target Group prepared by the Independent Valuer using the asset-based approach as at the Valuation Benchmark Date

"Valuation Benchmark Date"	30 June 2024, being the appraisal reference date of the Valuation
"Vendors"	collectively, Vendor 1, Vendor 2 and Vendor 3
"Vendor 1"	Respiratory Research Institute Equity Investment (Foshan) Center (Limited Partnership)* (呼研所股權投資(佛山)中心(有限合夥)), a limited partnership established in the PRC which holds approximately 34.85% equity interest in the Target Company as at the date of this announcement, and being an Independent Third Party
"Vendor 2"	Foshan Ruifa Equity Investment Center (Limited Partnership)* (佛山瑞發股權投資中心(有限合夥)), a limited partnership established in the PRC which holds approximately 8.98% equity interest in the Target Company as at the date of this announcement, and being an Independent Third Party
"Vendor 3"	Guangzhou Ruifa No. 1 Health Investment Center (Limited Partnership)* (廣州瑞發一號健康投資中心(有限合夥)), a limited partnership established in the PRC which holds approximately 16.20% equity interest in the Target Company as at the date of this announcement, and being an Independent Third Party
"%"	per cent.

On behalf of
Hing Yip Holdings Limited
HE Xiangming
Chairman

Hong Kong, 14 March 2025

As at the date of this announcement, the Board consists of two executive Directors, namely Mr. HE Xiangming (Chairman) and Mr. FU Weiqiang (President), one non-executive Director, namely Mr. SHI Xuguang and three independent non-executive Directors, namely Mr. CHAN Kwok Wai, Mr. PENG Xinyu and Ms. LIN Junxian.

For the purpose of this announcement, amounts denominated in RMB have been translated into HK$ at the indicative exchange rate of RMB1 = HK$1.074.

* *For identification purpose only*