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**HONG KONG HEALTH CHECK AND LABORATORY  
HOLDINGS COMPANY LIMITED**

**香港體檢及醫學診斷控股有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 397)**

- (1) VERY SUBSTANTIAL ACQUISITION:  
FORMATION OF THE JOINT VENTURE COMPANY;  
(2) PROPOSED CHANGE OF COMPANY NAME;  
(3) APPOINTMENT OF EXECUTIVE DIRECTOR;  
AND  
(4) RESUMPTION OF TRADING**

**VERY SUBSTANTIAL ACQUISITION: FORMATION OF THE JOINT VENTURE COMPANY**

The Board is pleased to announce that on 2 December 2009, China Gogreen Energy, an indirect wholly-owned subsidiary of the Company, entered into a legally binding memorandum with the Administration Committee of Zhengzhou High and New Technology Industries Development Zone whereby the Administration Committee of Zhengzhou High and New Technology Industries Development Zone has procured the JV Partner to enter into the legally binding Cooperative Agreement with China Gogreen Energy on 2 December 2009. Pursuant to the Cooperative Agreement, China Gogreen Energy and the JV Partner conditionally agreed to establish the Joint Venture Company, which will be principally engaged in the a-Si Thin-Film Solar PV Business, in the Zhengzhou High and New Technology Industries Development Zone at Zhengzhou, Henan Province, the PRC.

The JV Partner is a state-owned enterprise established in Zhengzhou by the Administration Committee of Zhengzhou High and New Technology Industries Development Zone and controlled by the Zhengzhou Municipal People's Government, Henan Province, the PRC.

\* For identification purpose only

Depending on the actual progress of the business development of the Joint Venture Company and subject to the agreement of China Gogreen Energy and the JV Partner, the total investment amount for the two phases of development of the a-Si Thin-Film Solar PV Business by the Joint Venture Company is expected to be RMB3.25 billion (equivalent to HK\$3.705 billion) (exclusive of costs and expenses in relation to land, building and basic infrastructure facilities). Out of such total investment amount of RMB3.25 billion (equivalent to HK\$3.705 billion), the total investment amount for the First Phase Development of RMB650 million (equivalent to HK\$741 million) should be injected in full by the end of April 2010.

The JV Formation constitutes a very substantial acquisition for the Company under Chapter 14 of the Listing Rules and is subject to the announcement and Shareholders' approval requirements under the Listing Rules.

### **PROPOSED CHANGE OF COMPANY NAME**

The Board proposes to change the name of the Company from “Hong Kong Health Check and Laboratory Holdings Company Limited” to “China Gogreen Assets Investment Limited 中國保綠資產投資有限公司”, and the existing Chinese name of the Company “香港體檢及醫學診斷控股有限公司” (which was adopted for identification only) will no longer be used.

### **APPOINTMENT OF EXECUTIVE DIRECTOR**

The Board announces that Mr. Tang has been appointed as an executive Director with effect from 7 December 2009.

### **SGM**

The SGM will be convened for the purpose of, among other matters, considering, and if thought fit, approving the Cooperative Agreement and the Change of Company Name. A circular containing, among other things, further details of the Cooperative Agreement and details of the Change of Company Name, and a notice of the SGM will be despatched to the Shareholders as soon as practicable.

### **RESUMPTION OF TRADING IN THE SHARES**

At the request of the Company, trading in the Shares on the Stock Exchange was suspended with effect from 9:30 a.m. on 2 December 2009 pending the release of this announcement. Application for the resumption of trading in the Shares on the Stock Exchange with effect from 9:30 a.m. on 8 December 2009 has been made by the Company.

## **VERY SUBSTANTIAL ACQUISITION: FORMATION OF THE JOINT VENTURE COMPANY**

The Board is pleased to announce that on 2 December 2009, China Gogreen Energy, an indirect wholly-owned subsidiary of the Company, entered into a legally binding memorandum with the Administration Committee of Zhengzhou High and New Technology Industries Development Zone whereby the Administration Committee of Zhengzhou High and New Technology Industries Development Zone has procured the JV Partner to enter into the legally binding Cooperative Agreement with China Gogreen Energy on 2 December 2009. Pursuant to the Cooperative Agreement, China Gogreen Energy and the JV Partner conditionally agreed to establish the Joint Venture Company in the Zhengzhou High and New Technology Industries Development Zone at Zhengzhou, Henan Province, the PRC. Major terms of the Cooperative Agreement are set out below.

### **Date**

2 December 2009

### **Parties**

- (1) China Gogreen Energy; and
- (2) the JV Partner.

China Gogreen Energy is a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company. The principal activity of China Gogreen Energy is investment holding.

The JV Partner, 鄭州高科技創業投資有限公司 (unofficial English translation being Zhengzhou High-Tech Start-up Investment Co., Ltd.), is a limited liability company established in the PRC and is principally engaged in investment holding, and investment management and consultancy.

The JV Partner is a state-owned enterprise established in Zhengzhou by the Administration Committee of Zhengzhou High and New Technology Industries Development Zone and controlled by the Zhengzhou Municipal People's Government, Henan Province, the PRC.

The JV Partner has no business and/or other relationship with the Company or any of the Directors.

The Company has no present intention to appoint the director(s) or the representative of the JV Partner to the Board as a result of the JV Formation.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, the JV Partner and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

## **Purpose and scope of business of the Joint Venture Company**

It is proposed that the Joint Venture Company will be principally engaged in the a-Si Thin-Film Solar PV Business.

The total investment amount for development of the a-Si Thin-Film Solar PV Business by the Joint Venture Company is expected to be RMB3.25 billion (equivalent to HK\$3.705 billion) (exclusive of costs and expenses in relation to land, building and basic infrastructure facilities). Such development will comprise two phases as follows:

- the First Phase Development is expected to be completed in August 2010 and will involve the construction of an annual 100 megawatt production line for a-Si Thin-Film Solar PV Modules with total investment amount of RMB650 million (equivalent to HK\$741 million) (exclusive of costs and expenses in relation to land, building and basic infrastructure facilities);
- depending on the actual progress of the business development of the Joint Venture Company and subject to the agreement of China Gogreen Energy and the JV Partner, the Second Phase Development is expected to be completed during the period from 2011 to 2013 and is expected to involve the construction of annual 400 megawatt production lines for a-Si Thin-Film Solar PV Modules with total investment amount of RMB2.6 billion (equivalent to HK\$2.964 billion) (exclusive of costs and expenses in relation to land, building and basic infrastructure facilities) according to the following schedule:
  - (i) completion of the construction of an annual 100 megawatt production line for a-Si Thin-Film Solar PV Modules with total investment amount of RMB650 million (equivalent to HK\$741 million) in August 2011;
  - (ii) completion of the construction of an annual 150 megawatt production line for a-Si Thin-Film Solar PV Modules with total investment amount of RMB975 million (equivalent to HK\$1.1115 billion) in October 2012; and
  - (iii) completion of the construction of an annual 150 megawatt production line for a-Si Thin-Film Solar PV Modules with total investment amount of RMB975 million (equivalent to HK\$1.1115 billion) in October 2013.

The land and buildings to house the production facilities for the a-Si Thin-Film Solar PV Business shall be provided by the JV Partner by way of lease to the Joint Venture Company.

After the Joint Venture Company is duly established pursuant to the Cooperative Agreement, the Joint Venture Company will become a subsidiary of the Company.

## **Conditions of the Cooperative Agreement**

The obligations of China Gogreen Energy under the Cooperative Agreement are subject to the obtaining of the Shareholders' approval of the JV Formation in accordance with the Listing Rules.

China Gogreen Energy and the JV Partner shall conclude and enter into the sino-foreign equity joint venture contract and the articles of association of the Joint Venture Company within 14 days after the signing of the Cooperative Agreement for the purpose of the establishment of the Joint Venture Company in compliance with the PRC laws, rules and regulations. It was agreed that the terms of the joint venture contract and the articles of association of the Joint Venture Company should be consistent with the terms of the Cooperative Agreement and the joint venture contract and the articles of association of the Joint Venture Company would also be subject to the obtaining of the Shareholders' approval in accordance with the Listing Rules. Subject to the approval by the relevant PRC governmental authorities, all the major terms of the joint venture arrangement have been agreed by China Gogreen Energy and the JV Partner.

### **Total investment amount and registered capital**

The First Phase Development involves a total investment amount of RMB650 million (equivalent to HK\$741 million) of which the registered capital of the Joint Venture Company is RMB350 million (equivalent to HK\$399 million) (both exclusive of costs and expenses in relation to land, building and basic infrastructure facilities).

The amounts of the total investment amount and the registered capital of the Joint Venture Company for the First Phase Development are determined by China Gogreen Energy and the JV Partner in accordance with the capital needs of the Joint Venture Company for the construction of an annual 100 megawatt production line for a-Si Thin-Film Solar PV Modules.

The amount of the registered capital to be contributed by China Gogreen Energy and the JV Partner corresponds to their respective equity interest in the Joint Venture Company, details of which are set out as follows:

- (1) China Gogreen Energy will contribute RMB227.5 million (equivalent to HK\$259.35 million) in cash and will hold 65% equity interest in the Joint Venture Company; and
- (2) the JV Partner will contribute RMB122.5 million (equivalent to HK\$139.65 million) in cash and will hold 35% equity interest in the Joint Venture Company.

Both China Geogreen Energy and the JV Partner will be required to inject their respective portion of the registered capital within 7 working days after the opening of the bank account of the Joint Venture Company.

The Group intends to fund the registered capital contribution by internal financial resources and/or proceeds from other fund raising exercise to be conducted by the Company. In this regard, the Company has entered into various placing agreements on 7 December 2009 with an independent placing agent for various proposed placings of new Shares. For details of such proposed placings of new Shares, please refer to a separate announcement dated 7 December 2009 published by the Company.

The difference between the total investment amount of RMB650 million (equivalent to HK\$741 million) and the registered capital of RMB350 million (equivalent to HK\$399 million) for the First Phase Development shall be funded by way of additional capital injection or shareholders' loans from China Gogreen Energy and the JV Partner or bank borrowings. It is a term of the Cooperative Agreement that the total investment of RMB650 million (equivalent to HK\$741 million) should be injected in full by the end of April 2010.

In the event that bank borrowings are required to fund the operation of the Joint Venture Company, the JV Partner shall be responsible for coordinating with the relevant PRC governmental authorities to provide certain subsidies in respect of the finance expenses incurred.

China Gogreen Energy and the JV Partner agreed that the total investment amount and the registered capital of the Joint Venture Company will be increased in accordance with the development plan of the Joint Venture Company. Depending on the actual progress of the business development of the Joint Venture Company and subject to the agreement of China Gogreen Energy and the JV Partner, the total investment amount and the registered capital of the Joint Venture Company will be increased to RMB3.25 billion (equivalent to HK\$3.705 billion) and RMB1.3 billion (equivalent to HK\$1.482 billion) respectively upon completion of the First Phase Development and the Second Phase Development.

### **Profit sharing**

In accordance with the PRC laws, China Gogreen Energy and the JV Partner shall share the profits of the Joint Venture Company in proportion to their equity interest therein.

### **Composition of the board of directors of the Joint Venture Company**

The board of directors of the Joint Venture Company shall comprise three directors. China Gogreen Energy is entitled to nominate two directors and the JV Partner is entitled to nominate one director. China Gogreen Energy is entitled to nominate the chairman of the board of directors of the Joint Venture Company. The JV Partner is entitled to nominate the vice-chairman of the board of directors of the Joint Venture Company.

China Gogreen Energy is also entitled to nominate the general manager of the Joint Venture Company. The daily management team of the Joint Venture Company shall be nominated by the board of directors of the Joint Venture Company. The vice financial controller of the Joint Venture Company shall be nominated by the JV Partner.

### **Term**

The term of the Joint Venture Company will be from the date of issue of the business licence of the Joint Venture Company to a date to be approved by the relevant State Administration for Industry and Commerce in the PRC. Subject to such approval, it is expected that the term of the Joint Venture Company will be 30 years.

### **Duties and obligations of China Gogreen Energy and the JV Partner**

China Gogreen Energy shall be principally responsible for (i) managing the operation of the a-Si Thin-Film Solar PV Business; (ii) providing technical and management expertise to oversee the operation of the Joint Venture Company; and (iii) procuring the trial production of the First Phase Development to start in August 2010.

The JV Partner shall be principally responsible for (i) coordinating with various PRC governmental authorities in relation to the construction of the production facilities; (ii) providing land and buildings for use of the Joint Venture Company; (iii) coordinating with the relevant PRC governmental authorities to provide subsidies in respect of the finance expenses incurred by the Joint Venture Company; and (iv) procuring for the grant of preferential tax treatment, approvals, subsidies by PRC governmental authorities to the Joint Venture Company.

### **Consequence of breach**

If a party fails to contribute the capital in accordance with the schedule set out in the Cooperative Agreement and fails to remedy within 15 working days after the notification by the non-defaulting party, the party in default shall be deemed to have surrendered all its rights in the Cooperative Agreement. The party in default shall also pay the non-defaulting party RMB10 million (equivalent to HK\$11.4 million) as compensation and be responsible for all economic loss of the non-defaulting party as a result of such breach.

If a party fails to fulfill its obligations under the Cooperative Agreement leading to a failure of the implementation of the joint venture arrangement, the party in default shall pay the non-defaulting party RMB10 million (equivalent to HK\$11.4 million) as compensation and be responsible for all economic loss of the non-defaulting party as a result of such breach.

### **Addenda to the Cooperative Agreement**

At the same time of entering into the Cooperative Agreement, China Gogreen Energy and the JV Partner also entered into two addenda to set out other terms of cooperation in relation to the Joint Venture Company. Major terms of the two addenda are summarised as follows:

#### ***Possible disposal of equity interest by the JV Partner***

After the commencement of the commercial production of the First Phase Development, the JV Partner shall be entitled to dispose of 30% of the equity interest in the Joint Venture Company, and in the event of such disposal, China Gogreen Energy has a first right to purchase such equity interest. If China Gogreen Energy has decided not to purchase such equity interest, the JV Partner shall be entitled to dispose of such equity interest to any third party and China Gogreen Energy shall consent to such disposal unconditionally.

In the event that China Gogreen Energy exercises its first right to acquire such equity interest, such acquisition will constitute a connected transaction for the Company. The Company will comply with the applicable requirements of the Listing Rules if such transaction is carried out by the Group.

#### ***Arrangement in respect of land and buildings***

- The land and buildings to house the production facilities for the a-Si Thin-Film Solar PV Business shall be provided by the JV Partner by way of lease to the Joint Venture Company at a monthly rental varying from RMB10 per square meter (for factory premises and dormitory) to RMB12 per square meter (for office premises).

- The Joint Venture Company shall acquire the land (at cost) and buildings (at net asset value (construction cost less depreciation)) leased to the Joint Venture Company by the JV Partner within five years after the establishment of the Joint Venture Company.
- The JV Partner shall be responsible for coordinating with the relevant PRC governmental authorities for obtaining the necessary approvals in relation to the acquisition of land and buildings by the Joint Venture Company, and for ensuring the legality and effectiveness of the land and buildings to be acquired by the Joint Venture Company.

The proposed transactions mentioned above, if materialised, will constitute connected transactions or, as the case may be, continuing connected transactions for the Company. The Company will comply with the applicable requirements of the Listing Rules if any of the above proposed transactions is carried out by the Group.

#### ***Other major terms***

- The JV Partner shall be responsible for coordinating with the relevant PRC governmental authorities to contribute the portion of profits tax to be retained by the Administration Committee of Zhengzhou High and New Technology Industries Development Zone for the first three years after the Joint Venture has commenced making profits to the Joint Venture Company as additional capital for its business expansion.
- The technology developed by the Joint Venture Company shall be sole property of the Joint Venture Company.

#### **Reasons and benefits**

The Company has been actively exploring new business opportunities with a view to increasing the value of the Company through diversification of business.

The Directors consider that the demand for a-Si Thin-Film Solar PV Modules will grow rapidly in the future with the PRC government's supportive attitude. It is proven that a-Si combines the advantages associated with all thin-film technologies, notably reduced bulk and weight, flexibility, and the potential for lower-cost manufacturing. It is also expected that a-Si will continue to lead the thin-film solar photovoltaics space for several years to come.

Accordingly, the Directors consider that the JV Formation provides the Group with a business diversification opportunity into the new energy-related business activities in the PRC and its future potential.

While the Group is diversifying its business into the new energy-related business activities, it is the Company's present intention to continue its existing business of provision of health check and health care related services. Therefore, the Company does not consider that it has changed its principal line of business. At present, there is no plan (including discussions) of disposal of the existing business of the Group.

The terms of the Cooperative Agreement have been arrived at after arm's length negotiations between the parties. The Directors (including the independent non-executive Directors) believe that the transactions contemplated under the Cooperative Agreement are on normal commercial terms, and such terms are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

### **Implications of the Listing Rules**

The JV Formation constitutes a very substantial acquisition for the Company under Chapter 14 of the Listing Rules and is subject to the announcement and Shareholders' approval requirements under the Listing Rules.

### **PROPOSED CHANGE OF COMPANY NAME**

The Board proposes to change the name of the Company from "Hong Kong Health Check and Laboratory Holdings Company Limited" to "China Gogreen Assets Investment Limited 中國保綠資產投資有限公司", and the existing Chinese name of the Company "香港體檢及醫學診斷控股有限公司" (which was adopted for identification only) will no longer be used.

The Board considers that the Change of Company Name could better reflect the Company's plan to diversify its business into asset management and green energy businesses and provide the Company with a new corporate identity and image which is in the interests of the Shareholders and the Company as a whole.

The Change of Company Name is subject to, among other things (i) the passing of a special resolution by the Shareholders to approve the Change of Company Name at the SGM; and (ii) the approval by the Registrar of Companies in Bermuda. The Change of Company Name is not conditional upon the JV Formation.

The Change of Company Name will not affect any of the rights of the Shareholders. Upon the Change of Company Name becoming effective, all existing share certificates in issue bearing the former names of the Company or the existing name of the Company, will continue to be evidence of title of the Shares. Currently, only share certificates in issue bearing the existing name of the Company (in green colour and issued after completion of the Capital Reorganisation) are valid for trading, settlement and registration purposes which will continue to be valid for trading, settlement and registration purposes upon the Change of Company Name becoming effective. Accordingly, there will not be any arrangement for free exchange of existing share certificates for new share certificates bearing the new name of the Company. Once the Change of Company Name becomes effective, any issue of share certificates will be under the new name of the Company.

The effective date of the Change of Company Name will be the date on which the new name of the Company is entered by the Registrar of Companies in Bermuda on the register of companies in place of its existing name. The Company will carry out the necessary filing procedures with the Registrar of Companies in Hong Kong.

Further announcement(s) will be made as and when appropriate to inform the Shareholders of the effective date of the Change of Company Name and the new stock short name of the Shares.

## **APPOINTMENT OF EXECUTIVE DIRECTOR**

The Board announces that Mr. Lawrence Tang (“Mr. Tang”) has been appointed as an executive Director with effect from 7 December 2009.

Mr. Tang, aged 34, graduated from the University of Staffordshire in the United Kingdom with a Bachelor of Arts Degree in Law and Accounting. He has over 10 years’ experience in international trade and marketing in Europe, North America, Hong Kong and the PRC out of which 6 years were at top management level. Mr. Tang also possesses extensive knowledge and hands-on experience in the PRC market and industrial management. Prior to joining the Company, Mr. Tang had been working in the manufacturing environment for 6 years and held a chief executive officer position in a manufacturing company for 3 years. Mr. Tang is a member of the Chamber of International Commerce Ningbo. Mr. Tang is also a director of a subsidiary of the Company.

Save as disclosed above, Mr. Tang has not held any other positions with the Company or any of its subsidiaries, and he did not hold any directorships in other listed companies in the last three years. Save as disclosed above, Mr. Tang has no other major appointments and professional qualifications.

There is no service contract entered into between Mr. Tang and the Company. Mr. Tang has no fixed term of service with the Company but he is subject to retirement by rotation and re-election at general meeting of the Company in accordance with the bye-laws of the Company. Mr. Tang is entitled to a monthly salary of HK\$30,000 which is determined by the Board with reference to his duties and responsibilities.

As at the date of this announcement, Mr. Tang does not have any interest in any Shares within the meaning of Part XV of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong). Save as disclosed above, Mr. Tang does not have any relationship with any Directors, senior management or substantial or controlling Shareholders.

Save as disclosed above, there is no other matters concerning Mr. Tang that need to be brought to the attention of the Shareholders and there is no other information that is required to be disclosed pursuant to any of the requirements set out in Rule 13.51(2)(h) to (v) of the Listing Rules.

## **GENERAL INFORMATION**

The Group is principally engaged in the provision of health check and health care related services. As announced by the Company in the announcement dated 15 October 2009, upon completion of the acquisition of Health Walk Limited as described in such announcement, the Group will also engage in the production of radioactive isotopes used for medical diagnostic purposes.

The SGM will be convened for the purpose of, among other matters, considering, and if thought fit, approving the Cooperative Agreement and the Change of Company Name. A circular containing, among other things, further details of the Cooperative Agreement and details of the proposed Change of Company Name, and a notice of the SGM will be despatched to the Shareholders as soon as practicable. No Shareholder has material interests in the transactions contemplated under the Cooperative Agreement and no Shareholder is required to abstain from voting at the SGM.

## RESUMPTION OF TRADING IN THE SHARES

At the request of the Company, trading in the Shares on the Stock Exchange was suspended with effect from 9:30 a.m. on 2 December 2009 pending the release of this announcement. Application for the resumption of trading in the Shares on the Stock Exchange with effect from 9:30 a.m. on 8 December 2009 has been made by the Company.

## DEFINITIONS

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

“a-Si”	amorphous silicon (a-Si or $\alpha$ -Si), the non-crystalline allotropic form of silicon
“a-Si Thin-Film Solar PV Business”	the development, production and sale of a-Si Thin-Film Solar PV Modules
“a-Si Thin-Film Solar PV Modules”	a-Si thin-film solar photovoltaic cells and modules
“Board”	the board of Directors
“Capital Reorganisation”	the reorganisation of the share capital of the Company involving share consolidation, share subdivision and capital reduction the details of which are set out in the circular of the Company dated 12 March 2009
“Change of Company Name”	the proposed change of the English name of the Company from “Hong Kong Health Check and Laboratory Holdings Company Limited” to “China Gogreen Assets Investment Limited 中國保綠資產投資有限公司”
“China Gogreen Energy”	China Gogreen Energy Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of the Company
“Company”	Hong Kong Health Check and Laboratory Holdings Company Limited, a company incorporated in Bermuda with limited liability and the issued Shares of which are listed on the Main Board of the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Cooperative Agreement”	the conditional cooperative agreement, together with its addenda, entered into between China Gogreen Energy and the JV Partner dated 2 December 2009 for the establishment of the Joint Venture Company

“Director(s)”	the director(s) of the Company
“First Phase Development”	the first phase of development of the a-Si Thin-Film Solar PV Business by the Joint Venture Company as described in the paragraph headed “Purpose and scope of business of the Joint Venture Company” in this announcement
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Joint Venture Company”	the sino-foreign equity joint venture enterprise proposed to be established by China Gogreen Energy and the JV Partner pursuant to the Cooperative Agreement
“JV Formation”	the formation of the Joint Venture Company (including the First Phase Development and the Second Phase Development) by China Gogreen Energy and the JV Partner in accordance with the terms of the Cooperative Agreement
“JV Partner”	鄭州高科技創業投資有限公司(unofficial English translation being Zhengzhou High-Tech Start-up Investment Co., Ltd.), a limited liability company established in the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China, for the purpose of this announcement, excludes Hong Kong, Macau Special Administrative Region of the PRC and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Second Phase Development”	the second phase of development of the a-Si Thin-Film Solar PV Business by the Joint Venture Company as described in the paragraph headed “Purpose and scope of business of the Joint Venture Company” in this announcement
“SGM”	the special general meeting of the Company to be convened for the purposes of, among other matters, considering, and if thought fit, approving the Cooperative Agreement and the Change of Company Name
“Shareholder(s)”	holder(s) of the Share(s)

“Share(s)”	share(s) of HK\$0.01 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

In this announcement, amounts quoted in RMB have been converted into HK\$ at the rate of RMB1.00 to HK\$1.14. Such exchange rate has been used, where applicable, for the purposes of illustration only and does not constitute a representation that any amounts were or may have been exchanged at this or any other rates or at all.

On behalf of the Board  
**Hong Kong Health Check and Laboratory  
Holdings Company Limited**  
**Fung Yiu Tong, Bennet**  
*Chairman*

Hong Kong, 7 December 2009

*As at the date of this announcement, the executive Directors are Dr. Fung Yiu Tong, Bennet, Mr. Cho Kwai Yee, Kevin and Mr. Lawrence Tang, and the independent non-executive Directors are Mr. Chan Chi Yuen, Mr. Lo Chun Nga and Mr. Chik Chi Man.*