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If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, certified public accountant or other professional adviser.

If you have sold or transferred all your shares in LifeTech Scientific Corporation, you should at once hand this circular and the accompanying form of proxy to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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LIFETECH SCIENTIFIC CORPORATION

先健科技公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 1302)

**MAJOR TRANSACTION
IN RELATION TO THE CONSTRUCTION CONTRACT
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

A notice convening the EGM (as defined in this circular) will be held at Floor 3, Cybio Electronic Building, Langshan 2nd Street, North Area of High-tech Park, Nanshan District, Shenzhen, PRC on 7 May 2015 at 10:00 a.m. is set out on pages 22 to 23 of this circular. A form of proxy for use at the EGM is enclosed.

Whether or not you are able to attend and vote in person at the EGM, you are requested to complete and sign the accompanying form of proxy in accordance with the instructions printed thereon and return it, together with the power of attorney or other authority (if any) under which it is signed or a certified copy of the power of attorney or authority, to the Company's Hong Kong branch share registrar and transfer office, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding such EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjourned meeting if you so wish.

This circular is published on the website of Hong Kong Exchanges and Clearing Limited at <http://www.hkexnews.hk> and on the Company's website at <http://www.lifetechmed.com>.

21 April 2015

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DEFINITIONS

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

“Announcement”	the announcement in relation to the acquisition of Land Use Right published by the Company dated 5 July 2013
“Board”	the board of Directors of the Company
“Building”	the building to be constructed on the Land
“Company”	LifeTech Scientific Corporation, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange after being transferred from Growth Enterprise Market of the Stock Exchange on 6 November 2013 (Stock Code: 1302)
“Construction Contract”	the Original Construction Contract as supplemented by the Supplemental Agreement
“Construction Work”	the construction work to be carried out under the Construction Contract involving the construction of the Building, which shall be located in Shenzhen, PRC with a gross construction floor area of approximately 45,998.3 square metres
“Contractor”	CCFED the Third Construction & Engineering Co.* (中建四局第三建築工程有限公司)
“Contract Price”	the total consideration price payable by Lifetech Shenzhen to the Contractor under the Construction Contract up to an aggregate amount of RMB250,000,000, subject to up to 18% downward adjustments
“Director(s)”	directors of the Company or any one of them
“EGM”	the extraordinary general meeting of the Company to be held for the purpose of approving the Construction Contract and the transactions contemplated thereunder
“Group”	the Company and its subsidiaries
“Hong Kong”	Hong Kong Special Administrative Region of PRC
“Land”	a piece of land of 4,715.41 square metres situated at Gaoxin South 1st Road, Nanshan Gaoxin District, Shenzhen, PRC (中國深圳市南山區科技園南區高新南一道)
“Land Use Right”	the contract for the grant of land use right dated 19 February 2013 entered into between Lifetech Shenzhen and the Bureau of Planning and Land Resources Committee of Shenzhen, Second Municipal Branch* (深圳市規劃和國土資源委員會第二直屬管理局)

DEFINITIONS

“Latest Practicable Date”	20 April 2015, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Lifetech Shenzhen”	Lifetech Scientific (Shenzhen) Co., Ltd.* (先健科技(深圳)有限公司), a wholly-owned subsidiary of the Company duly established under the laws of PRC and having its principal place of business in Shenzhen, PRC
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Model Code”	the Model Code for Securities Transaction by Directors of Listed Issuers, Appendix 10 to the Listing Rules
“Original Construction Contract”	the construction contract entered into between the Contractor and Lifetech Shenzhen on 19 December 2014 in respect of the Construction Work
“PRC”	the People’s Republic of China, which for the purpose of this circular, excludes Hong Kong, Taiwan and Macau Special Administrative Region
“RMB”	Renminbi, the lawful currency of PRC
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Shareholders”	shareholders of the Company
“Share(s)”	the share(s) of US\$0.00000125 each in the capital of the, Company (or of such nominal amount as shall result from a sub-division, consolidation, reclassification or reconstruction of the share capital of the Company from time to time)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning as ascribed thereto under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
“Supplemental Agreement”	the supplemental agreement in respect of the Original Construction Contract dated 19 December 2014 and entered into between Lifetech Shenzhen and the Contractor dated 19 December 2014
“%”	per cent.

* For identification purpose only.

LETTER FROM THE BOARD



LIFETECH SCIENTIFIC CORPORATION

先健科技公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 1302)

Executive Directors:

Mr. XIE Yuehui *(Chairman and*

Chief Executive Officer)

Mr. LIU Jianxiong

(Chief Financial Officer

and Company Secretary)

Non-executive Directors:

Mr. WU Jianhui

Mr. MARTHA Geoffrey Straub

Mr. MONAGHAN Shawn Del

Mr. JIANG Feng

Independent Non-executive Directors:

Mr. LIANG Hsien Tse Joseph

Mr. ZHOU Luming

Mr. ZHOU Gengshen

Registered Office in the Cayman Islands:

PO Box 309

Ugland House

Grand Cayman, KY1-1104

Cayman Islands

Principal place of business and

Address of headquarters:

Cybio Electronic Building,

Langshan 2nd Street,

North Area of High-tech Park,

Nanshan District,

Shenzhen 518057,

PRC

Principal place of business in

Hong Kong registered under

Part 16 of the Hong Kong

Companies Ordinance:

31/F, 148 Electric Road,

North Point,

Hong Kong

21 April 2015

To the Shareholders

Dear Sir or Madam,

**MAJOR TRANSACTION
IN RELATION TO THE CONSTRUCTION CONTRACT
AND
NOTICE OF EGM**

INTRODUCTION

Reference is made to the Company's announcement made on 19 December 2014 in relation to the Construction Contract. The purpose of this circular is to provide you with, among others, further

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details of the major transaction relating to the Construction Contract and the notice of the EGM to be convened and held for the purpose of considering and, if thought fit, among others, approving the resolution in respect of the Construction Contract and the transactions contemplated thereunder.

THE CONSTRUCTION CONTRACT

Lifotech Shenzhen entered into the Original Construction Contract with the Contractor pursuant to which the Contractor has agreed to undertake the Construction Work for the Company at the Contract Price. The Original Construction Contract was supplemented by the Supplemental Agreement entered into between Lifotech Shenzhen and the Contractor dated 19 December 2014.

The Original Construction Contract

Date: 19 December 2014

Parties: (1) Lifotech Shenzhen; and

(2) the Contractor

(Lifotech Shenzhen and the Contractor are collectively referred to as the “Parties”)

Scope of the Construction Work

Pursuant to the Original Construction Contract, the Contractor is responsible for constructing the Building comprising offices, commercial facilities, canteen and carparks which will be located in Shenzhen, PRC with a gross construction floor area of approximately 45,998.3 square metres.

Contract Price and Funding

The Contract Price for the Construction Work is up to an aggregate amount of RMB250,000,000 which is subject to up to 18% downward adjustments (“Adjustments”). The Contract Price shall be adjusted downward in accordance with the variation of materials used and the costs of human resources involved. The Directors consider that the Adjustments are favorable to the Company and are customary within the PRC construction industry based on their previous understanding on construction projects conducted in the PRC. Such Adjustments are agreed between the Parties. The Contract Price is determined based on labour cost, material cost, fees for construction of infrastructure, facilities installation fees and inspection fees, which account for approximately 16.68%, 57.47%, 21.34%, 3.96% and 0.55% of the Contract Price respectively. Each of labour cost, material cost, fees for construction of infrastructure, facilities installation fees and inspection fees is calculated in accordance with the estimated quantities and unit prices (or total prices) stated in the priced bill of quantities which is in turn determined pursuant to the rules and regulations of industry techniques as well as government prescribed price or guidance price.

The engagement of the Contractor is conducted by way of public tender and bidding, by which all bidders have to bid in compliance with the relevant requirements under the PRC laws and regulations. The Company had considered the tender price, construction qualifications and relevant construction experience of all five tenderers for determination of the successful tenderer. The

LETTER FROM THE BOARD

Company has also particularly considered the following facts in awarding the public tender to the Contractor: (1) the Contractor's reasonable tender price; (2) the Contractor has certificate qualifications, details of which are set out in the third paragraph of sub-section titled "GENERAL INFORMATION ON THE PARTIES" of this circular; and (3) the Contractor has sufficient experience in building construction and had participated in various large construction projects in PRC. Meanwhile, the Contractor has a sound business reputation and obtained many awards for the construction projects in which it participated, including the prestigious national award - Lu Ban Award (魯班獎) in the past few years. The Directors had reviewed the process of public tender and bidding, and further consulted with internal legal department of the Company, which is of the view that the public tender and bidding has complied with relevant requirements under the PRC laws and regulations. The Contract Price was determined after arm's length negotiations with the Contractor and was based on normal commercial terms with reference to the expertise, experience and market position of the Contractor, along with the complexity and capacity of the Construction Work involved.

It is intended that the Contract Price will be financed by the internal resources of, and the banking facilities available to, the Group.

Payment Terms

The Contract Price shall be paid by way of progress payments. The payment details are set out below:

Stages of the Construction Work	Descriptions of the Construction Work	Expected timetable of each stage of the Construction Work	Payment details
1	The completion of three floors of the basement of the Building (" Stage 1 Work ")	Stage 1 Work is expected to be completed in July 2015 and the inspection is expected to be conducted simultaneously. The Stage 1 Work will be accepted upon the satisfaction of results of inspection.	Within 7 days after the inspection of Stage 1 Work by Lifetech Shenzhen, payment = total costs incurred for the completion of Stage 1 Work x 80%
2	The completion of the basement of the Building (" Stage 2 Work ")	Stage 2 Work is expected to be completed in September 2015 and the inspection is expected to be conducted simultaneously. The Stage 2 Work will be accepted upon the satisfaction of results of inspection.	Within 7 days after the inspection of Stage 2 Work by Lifetech Shenzhen, payment = (total costs incurred for the completion of Stage 2 Work - the total costs incurred for Stage 1 Work) x 80%

LETTER FROM THE BOARD

Stages of the Construction Work	Descriptions of the Construction Work	Expected timetable of each stage of the Construction Work	Payment details
3	The completion of every ten floors of the Building until the completion of the main structures on the ground of the Building (“ Stage 3 Work ”)	<p>1). The first ten floors of the Building is expected to be completed in November 2015 and the inspection is expected to be conducted simultaneously. The Construction Work of the first ten floors will be accepted upon the satisfaction of results of inspection.</p> <p>2). The second ten floors of the Building is expected to be completed in December 2015 and the inspection is expected to be conducted simultaneously. The Construction Work of the second ten floors will be accepted upon the satisfaction of results of inspection.</p> <p>3). The remaining eight floors of the Building is expected to be completed in February 2016 and the inspection is expected to be conducted simultaneously. The Construction Work of the remaining eight floors will be accepted upon the satisfaction of results of inspection.</p>	Within 7 days after the inspection of Stage 3 Work by Lifetech Shenzhen, payment = (total costs incurred for the completion of Stage 3 Work - the total costs incurred for Stage 1 Work and Stage 2 Work) x 80%
4	The remaining construction of the Building (“ Stage 4 Work ”)	Stage 4 Work is expected to be completed in August 2016 and the inspection is expected to be conducted simultaneously. The Stage 4 Work will be accepted upon the satisfaction of results of inspection.	Within 7 days after the date of quarterly inspection report of Stage 4 Work by Lifetech Shenzhen, payment = (total costs incurred for the completion of Stage 4 Work - the total costs incurred for Stage 1 Work, Stage 2 Work and Stage 3 Work) x 80%

95% of the Contract Price shall be paid by Lifetech Shenzhen within eleven (11) months after the completion, inspection and acceptance of the Construction Work. The remaining 5% shall be paid by Lifetech Shenzhen within the first month of the two (2) years after the completion, inspection and acceptance of the Construction Work, subject to any deduction as a result of any maintenance work. No deposit or prepayment shall be made before the commencement of the Construction Work.

LETTER FROM THE BOARD

Duration of the Construction Work

According to the Original Construction Contract, the duration of the Construction Work is to be mutually agreed by the Parties, which is expected to complete within 480 days after commencement of the Construction Work.

If the certain stage of Construction Work is not completed as agreed and expected, the Contractor will be required to pay Lifetech Shenzhen a total of RMB100,000 as compensation for the delay in certain stage of construction under the Construction Contract and RMB20,000 per day afterwards as compensation for further delay, up to 5% of the total Contract Price (the “**Compensation I**”). Pursuant to the terms stipulated in the Original Construction Contract, in the event that the Construction Work cannot be performed by any Parties as a result of force majeure, and only under such circumstances can the duration of the Construction Work be extended upon further negotiation between the Parties (the “**Approved Extension Period**”). If the Construction Work is not completed within the Approved Extension Period, the Contractor will be required to pay Lifetech Shenzhen a total of RMB500,000 as compensation and RMB100,000 per day afterwards for further delay, up to 5% of the total Contract Price (the “**Compensation II**”, together with the Compensation I, collectively the “**Compensations**”). The amount of Compensations is customary in construction industry and is agreed between the Parties, which is also approved by the Board based on their previous understanding on construction projects conducted in the PRC.

Supplemental Agreement

On 19 December 2014, Lifetech Shenzhen also entered into the Supplemental Agreement with the Contractor to supplement the Original Construction Contract, pursuant to which the Construction Contract shall become effective upon satisfaction of a new condition precedent (the “**Condition**”) being the approval, by way of an ordinary resolution having passed by Shareholders at a meeting duly convened for such purpose and in accordance with the Listing Rules, for Lifetech Shenzhen entering into the Construction Contract and the transactions contemplated thereunder.

If the Condition is not satisfied, the Construction Contract will become null and void without any liability whatsoever on the part of any Parties, except as provided as follows:

1. The Contractor shall refund the full amount of any payment made by Lifetech Shenzhen to the Contractor after the execution of the Construction Contract and before the Construction Contract coming into effect, regardless of whether any such payment has been used for any related Construction Work.
2. Lifetech Shenzhen shall not be required to make any payment for any amount payable to the Contractor under or in connection with the Construction Contract in the period after the execution of the Construction Contract and before the Construction Contract coming into effect.

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3. Except as the Parties may agree otherwise, the Contractor shall not seek for any compensations or any payment for expenses or make any claims under or in connection with any Construction Work completed (or any part thereof) pursuant to the Construction Contract during the period after the execution of the Construction Contract and before the Construction Contract coming into effect.

REASONS FOR AND BENEFITS OF ENTERING INTO OF THE CONSTRUCTION CONTRACT

One of the Group's main business activities is the production of advanced medical devices. It has always been the Group's intention to expand its production capacity by constructing new manufacturing facilities and purchasing new production and testing equipment. In view of this, entering into of the Construction Contract enables the Group to develop the Land and construct a Building thereupon. The Group intends to use a part of the Building as the Group's office premise for operational and administration purposes and the remaining portion of the Building is intended to lease out for earning rental incomes. The detailed allocation of uses of the gross floor of the Building will be determined by the Board upon the completion of the Construction Work. The Company will publish an announcement on the details allocation of the uses of the gross floor of the Building when such uses are determined.

The Directors consider that the Contract Price and the other terms of the Construction Contract are on normal commercial terms, fair and reasonable, and that the transactions thereunder are in the interests of the Company and its Shareholders as a whole. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiry, the Contractor and its ultimate beneficial owners are third parties independent of the Company and its connected persons (as defined in the Listing Rules).

GENERAL INFORMATION ON THE PARTIES

The Company is a developer, manufacturer and marketer of advanced minimally invasive interventional medical devices for cardiovascular and peripheral vascular diseases and disorders. The Group is dedicated to researching, developing, manufacturing and marketing advanced minimally invasive interventional medical devices for cardiovascular and peripheral vascular diseases and disorders, with a global reach and has subsidiaries in China, the Netherlands, India, Russia and France.

As a leading medical device company in China, the Company has built up a strong worldwide sales network, offering a broad range of products to over 78 countries across Asia, Europe, South America, North America and Africa. The Group's products are distributed mainly through its network of distributors consisting of nearly 142 distributors worldwide.

Lifetech Shenzhen is a wholly-owned operating subsidiary of the Company based in Shenzhen, the PRC and engages in the manufacturing of medical devices.

LETTER FROM THE BOARD

Based on the information publicly available and provided by the Contractor, the Contractor is principally engaged in undertaking building construction work in PRC, which includes the provision of services through engineering and procurement contracts. The Contractor is one of the 500 largest construction companies in the PRC and is wholly-owned by China Construction Investment Corporation* (中國建築股份有限公司), which is a company established in PRC and its shares are listed on the Shanghai Stock Exchange. The ultimate holding company of the Contractor is China State Construction Engineering Corporation* (中國建築工程總公司) (“CSCEC”), which is ranked 52nd out of the 500 construction companies in the world. The Contractor has seven professional qualifications in construction projects, which includes (i) housing construction projects; (ii) the first class qualification in two municipal public construction and foundation engineering projects; (iii) architectural decoration engineering projects; (iv) steel construction projects; (v) lifting equipment installation engineering projects; (vi) electrical and mechanical equipment installation projects; (vii) earth works and fire facilities, all of which have obtained quality, health and safety and environmental certifications. In this connection, the Directors consider that the Contractor would be suitable for carrying out the Construction Work as the Contractor is a reputed construction enterprise and has expertise and a track record of carrying out construction works in PRC. Pursuant to the relevant laws and regulations on tender offering and bidding of PRC, the engagement of Contractor is conducted by way of public tender and bidding, by which all bidders have to bid in compliance with the relevant requirements. The Board considers that the bidding process of the contractors is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As the applicable percentage ratios calculated pursuant to Rule 14.07 of the Listing Rules in respect of the Construction Contract are more than 25% but less than 100%, the transaction contemplated under the Construction Contract constitutes a major transaction of the Company and is therefore subject to the reporting, announcement and shareholders’ approval requirements under Chapter 14 of the Listing Rules.

The EGM will be held to consider and, if thought fit, pass the ordinary resolution to approve, among other things, the Construction Contract and the transactions contemplated thereunder.

Further announcement(s) will be made by the Company if there is any material development and variation in relation to the Construction Contract or any related matters as and when required under the Listing Rules.

FINANCIAL EFFECT OF THE CONSTRUCTION CONTRACT

As mentioned above, the Contract Price up to an aggregate amount of RMB250,000,000, subject to up to 18% downward Adjustments, will be financed by the internal resources of, and the banking facilities available to, the Group. Accordingly, the Construction Work regarding the construction of the Building will increase the Group’s total assets and liabilities. The Company does not expect the Construction Work to have any material negative impact on its cash flow position or its business operations.

LETTER FROM THE BOARD

THE EGM

The notice convening the EGM to be held at Floor 3, Cybio Electronic Building, Langshan 2nd Street, North Area of High-tech Park, Nanshan District, Shenzhen, PRC on 7 May 2015 at 10:00 a.m. is set out on pages 22 to 23 of this circular for the purpose of considering and, if thought fit, approving the resolution in respect of the Construction Contract and the transactions contemplated thereunder. A form of proxy for use at the EGM is accompanied with this circular.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder has a material interest in the Construction Contract and no Shareholder is required to abstain from voting at the EGM in respect of the Construction Contract and the transactions contemplated thereunder.

Pursuant to Rules 13.39(4) and 13.39(5) of the Listing Rules, the voting on the proposed resolution at the EGM will be taken by way of a poll and an announcement on the poll results will be made by the Company after the EGM.

Whether or not you are able to attend and vote in person at the EGM, you are requested to complete and sign the accompanying form of proxy in accordance with the instructions printed thereon and return it, together with the power of attorney or other authority (if any) under which it is signed or a certified copy of the power of attorney or authority, to the Company's Hong Kong branch share registrar and transfer office, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding such EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjourned meeting if you so wish.

RECOMMENDATION

For the reasons set out above, the Directors consider that the terms of the Construction Contract are normal commercial terms, fair and reasonable, and in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of the resolution to be proposed at the EGM.

Yours faithfully,
For and on behalf of the Board
LifeTech Scientific Corporation
XIE Yuehui
*Chairman, Chief Executive Officer
and Executive Director*

1. THREE-YEAR FINANCIAL INFORMATION

Financial information of the Group for each of the three financial years ended 31 December 2012, 2013 and 2014 are disclosed in the annual reports of the Company for the years ended 31 December 2012 (pages 41 to 110), 2013 (pages 43 to 114) and 2014 (pages 54 to 128), respectively. The auditors of the Company have not issued any qualified opinion on the Group's financial statements for the financial years ended 31 December 2012, 2013 and 2014.

The annual report of the Company for the financial year ended 31 December 2012 are published on the website of the Company (<http://www.lifetechmed.com>) and the annual reports of the Company for the two financial years ended 31 December 2013 and 2014 are published on both of the websites of Hong Kong Exchanges and Clearing Limited (<http://www.hkexnews.hk>) and the Company (<http://www.lifetechmed.com>), respectively.

2. INDEBTEDNESS

As at the Latest Practicable Date, the Company had outstanding convertible note payable of approximately RMB73,266,000 and conversion option derivative liability of approximately RMB362,070,000 under the convertible notes (“**Convertible Notes**”) issued on 30 January 2013. The Convertible Notes in the principal amount of HK\$152,000,000 (equivalent to approximately RMB123,348,000), which can be converted into Shares at an initial conversion price of HK\$0.475 per conversion share, which the initial conversion price is adjusted from HK\$3.80 to HK\$0.475 as share subdivision of the Company became effective on 12 January 2015. The Convertible Notes bear interest at 1% per annum and mature on 29 January 2018. As for the details of the Convertible Notes, please refer to the 2014 annual report of the Company published on 2 April 2015.

Save as aforesaid and apart from intra-group liabilities, as at the Latest Practicable Date, the Company did not have other outstanding mortgages, charges, debentures or other loan capital, bank overdrafts or loans, other similar indebtedness, finance lease or hire purchase commitments, liabilities under acceptance or acceptance credits, guarantees or other material contingent liabilities.

Save as disclosed above, the Directors were not aware of any material changes in the indebtedness and contingent liabilities of the Group up to the Latest Practicable Date.

3. WORKING CAPITAL STATEMENT

Taking into account the financial resources available to the Group, including the internally generated funds and available banking facilities of the Group, the Directors after due and careful enquiry are of the opinion that the Group has sufficient working capital to satisfy its present requirements, that is for at least the next 12 months from the date of publication of this circular, in the absence of unforeseeable circumstances.

4. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, save as disclosed in the 2014 annual report of the Company dated 30 March 2015 which announced that the Company recorded a net loss (after taking into account the fair value losses related to the first tranche convertible notes (the “**Fair Value Loss**”)) for the year ended 31 December 2014 but an increase in operating profit (without taking into account the Fair Value Loss) for the year ended 31 December 2014 as compared to 2013, the Directors were not aware of any material adverse change in the financial or trading position of the Group since 31 December 2014, being the date to which the latest published audited consolidated financial statements of the Company were made up.

5. FINANCIAL AND OPERATIONAL PROSPECTS OF THE GROUP

The Company is a developer, manufacturer and marketer of advanced minimally invasive interventional medical devices for cardiovascular and peripheral vascular diseases and disorders. One of the Group’s principal activities is the production of advanced medical devices. The Group is eager to expand its production capacity by constructing new manufacturing facilities and purchasing new production and testing equipment. In this regard, the entering into of the Construction Contract enables the Group to develop the Land and construct the Building thereupon. There is no change in the Group’s principal activities since 31 December 2014, being the date on which the latest published audited consolidated financial statements of the Group were made up.

The Directors expect that the construction of the Building will be completed within 480 days after commencement of the Construction Work and the Group intends to use a part of the Building as the Group’s office premise for operational and administration purposes and the remaining portion of the Building is intended to lease out for earning rental incomes. The detailed allocation of uses of the gross floor of the Building will be determined by the Board upon the completion of the Construction Work. The Company will publish an announcement on the details allocation of the uses of the gross floor of the Building when such uses are determined.

Directors are of the view that the Company will focus on core businesses, namely congenital heart diseases business and peripheral vascular diseases business, for growth potential in future and actively expand its product offering and strengthen its established market position, while the Company will also gain from renting out partial offices in the Building.

1. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules 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 circular 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 circular misleading.

2. DIRECTORS' AND CHIEF EXECUTIVE'S INTERESTS AND SHORT POSITIONS IN SHARES, UNDERLYING SHARES AND DEBENTURES

As at the Latest Practicable Date, the interests or short positions of Directors and chief executives of the Company in the Shares and underlying Shares of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which were notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests which they are taken or deemed to have under such provisions of the SFO) or required to be entered in the register maintained by the Company pursuant to Section 352 of the SFO or which were required, pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, were as follows:

Name of Director	Nature of interest	Number of ordinary shares of the Company	Position	Approximate Percentage of the Company's issued share capital
XIE Yuehui	Interest of controlled corporation (<i>Note 1</i>)	781,914,928	Long	19.55%
WU Jianhui	Interest of controlled corporation (<i>Note 2</i>)	479,626,656	Long	11.99%
LIU Jianxiong	Beneficial owner	8,000,000	Long	0.20%

Note 1: These Shares are held through Xianjian Advanced Technology Limited, a company wholly owned by Mr. XIE, the chairman, chief executive officer and an executive Director of the Company.

Note 2: These Shares are held through GE Asia Pacific Investments Ltd., a company wholly owned by Mr. WU, a non-executive Director.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors is a director or employee of a company which has, or is deemed to have, an interest or a short position in the Shares or underlying Shares of the Company which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO.

3. SUBSTANTIAL SHAREHOLDERS' INTERESTS IN SHARES AND UNDERLYING SHARES

As at the Latest Practicable Date, other than the interests of a Director or the chief executive of the Company as disclosed under the heading "Directors' and chief executive's interests and short positions in shares, underlying shares and debentures" above, the interests and short positions of persons in the shares and underlying shares of the Company as recorded in the register required to be kept by the Company under Section 336 of the SFO were as follows:

(a) Long positions in the Company

Name of Shareholder	Number of Shares	Position	Capacity	Percentage of the Company's issued share capital
Xianjian Advanced Technology Limited	781,914,928	Long	Beneficial Owner	19.55%
GE Asia Pacific Investments Ltd.	479,626,656	Long	Beneficial Owner	11.99%
Prosperity International (<i>Note 1</i>)	224,624,000	Long	Beneficial owner	5.62%
Themes Investment Partners II GP. L.P. (<i>Note 1</i>)	224,624,000	Long	Interest of controlled corporation	5.62%
Themes Investment Partners II, L.P. (<i>Note 1</i>)	224,624,000	Long	Interest of controlled corporation	5.62%
TIP II General Partner Limited (<i>Note 1</i>)	224,624,000	Long	Interest of controlled corporation	5.62%
Yi Xiqun (<i>Note 1</i>)	224,624,000	Long	Interest of controlled corporation	5.62%
Yu Fan (<i>Note 1</i>)	224,624,000	Long	Interest of controlled corporation	5.62%
Ally Investment Holdings Limited (<i>Note 1</i>)	224,624,000	Long	Interest of controlled corporation	5.62%
Wanhui Limited (<i>Note 1</i>)	224,624,000	Long	Interest of controlled corporation	5.62%
Medtronic KLHoldings LLC (<i>Note 2</i>)	760,000,000	Long	Beneficial Owner	19.00%
Medtronic B.V. (<i>Note 2</i>)	760,000,000	Long	Interest of controlled corporation	19.00%

Name of Shareholder	Number of Shares	Position	Capacity	Percentage of the Company's issued share capital
Medtronic Holding Switzerland G.m.b.H. (Note 2)	760,000,000	Long	Interest of controlled corporation	19.00%
Medtronic International Technology, Inc. (Note 2)	760,000,000	Long	Interest of controlled corporation	19.00%
Medtronic, Inc. (Note 2)	760,000,000	Long	Interest of controlled corporation	19.00%

Note 1: These Shares are held by Prosperity International, which is controlled by Themes Investment Partners II, L.P., which is managed by TIP II General Partner Limited and Themes Investment Partners II GP. L.P.. TIP II General Partner Limited is controlled by Wanhui Limited as to 54% and Ally Investment Holdings Limited as to 41%. Wanhui Limited is wholly-owned by Yi Xiquan and Ally Investment Holdings Limited is wholly-owned by Yu Fan (“Mr. Yu”).

Note 2: These Shares are held by Medtronic KL Holdings LLC, which is wholly-owned by Medtronic Holding Switzerland G.m.b.H., which in turn is wholly-owned by Medtronic B.V.. Medtronic B.V. is wholly-owned by Medtronic International Technology, Inc., which is controlled by Medtronic, Inc. as to 90.33%.

(b) **Derivative interests**

Name of Shareholder	Number of Underlying Shares	Position	Capacity	Percentage of the Company's issued share capital
Prosperity International (Note 1)	199,200,000	Long	Beneficial owner	4.98%
Themes Investment Partners II GP. L.P. (Note 1)	199,200,000	Long	Interest of controlled corporation	4.98%
Themes Investment Partners II, L.P. (Note 1)	199,200,000	Long	Interest of controlled corporation	4.98%
TIP II General Partner Limited (Note 1)	199,200,000	Long	Interest of controlled corporation	4.98%
Yi Xiquan (Note 1)	199,200,000	Long	Interest of controlled corporation	4.98%
Yu Fan (Note 1)	199,200,000	Long	Interest of controlled corporation	4.98%
Ally Investment Holdings Limited (Note 1)	199,200,000	Long	Interest of controlled corporation	4.98%

Name of Shareholder	Number of Underlying Shares	Position	Capacity	Percentage of the Company's issued share capital
Wanhui Limited (<i>Note 1</i>)	199,200,000	Long	Interest of controlled corporation	4.98%
Medtronic KL Holdings LLC (<i>Note 2 and 3</i>)	3,028,571,432	Long	Beneficial owner	75.71%
Medtronic B.V. corporation (<i>Note 2 and 3</i>)	3,028,571,432	Long	Interest of controlled corporation	75.71%
Medtronic Holding Switzerland G.m.b.H. (<i>Note 2 and 3</i>)	3,028,571,432	Long	Interest of controlled corporation	75.71%
Medtronic International Technology, Inc. (<i>Note 2 and 3</i>)	3,028,571,432	Long	Interest of controlled corporation	75.71%
Medtronic, Inc. (<i>Note 2 and 3</i>)	3,028,571,432	Long	Interest of controlled corporation	75.71%

Note 1: These Shares are held by Prosperity International, which is controlled by Themes Investment Partners II, L.P., which is managed by TIP II General Partner Limited and Themes Investment Partners II GP, L.P.. TIP II General Partner Limited is controlled by Wanhui Limited as to 54% and Ally Investment Holdings Limited as to 41%. Wanhui Limited is wholly-owned by Yi Xiquan and Ally Investment Holdings Limited is wholly-owned by Mr. Yu.

Note 2: These Shares are held by Medtronic KL Holdings LLC, which is wholly-owned by Medtronic Holding Switzerland G.m.b.H., which in turn is wholly-owned by Medtronic B.V.. Medtronic B.V. is wholly-owned by Medtronic International Technology, Inc., which is controlled by Medtronic, Inc. as to 90.33%.

Note 3: Capitalised terms used in this paragraph shall have the same meanings as those defined in the circular of the Company dated 6 January 2013. These Shares are the underlying Shares to be issued upon the full conversion of the First Tranche Convertible Notes and the Second Tranche Convertible Notes pursuant to the terms and conditions under the Investment Agreement dated 14 October 2012. Completion of the subscription of the First Tranche Convertible Notes at the principal amount of HK\$152 million, which are convertible into 40,000,000 new Shares at the conversion price of HK\$3.80, took place on 30 January 2013. The initial conversion price is adjusted from HK\$3.80 to HK\$0.475 as share subdivision of the Company became effective on 12 January 2015. As at the Latest Practicable Date, the Company has not been notified by the noteholder of its intention to convert the First Tranche Convertible Notes, and the subscription of the Second Tranche Convertible Notes is pending to be completed.

Save as disclosed above, as at the Latest Practicable Date, the Directors of the Company were not aware of any other person (other than the Directors and chief executive of the Company) who had interests or short positions in the Shares or underlying shares of the Company as recorded in the register required to be kept by the Company under Section 336 of the SFO.

4. DIRECTORS' SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had entered, or proposed to enter into a service contract with any member of the Group which is not determinable by the Group within one year without payment of any compensation, other than statutory compensation.

5. DIRECTORS' INTEREST IN COMPETING BUSINESS

As at the Latest Practicable Date, so far as was known to the Directors, none of the Directors or their respective associates (as defined under the Listing Rules) had interests in any business apart from the Group's business which competes or is likely to compete, either directly or indirectly, with the business of the Group.

6. INTERESTS IN THE GROUP'S ASSETS OR CONTRACTS OR ARRANGEMENTS SIGNIFICANT TO THE GROUP

As at the Latest Practicable Date, none of the Directors:

- (i) had any interest in any assets which have been since 31 December 2014 (being the date to which the latest published audited financial statements of the Company were made up), acquired or disposed of by or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group; or
- (ii) was materially interested in any contract or arrangement, subsisting at the date of this circular, which is significant in relation to the business of the Group.

7. MATERIAL CONTRACTS

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by members of the Group within the two years immediately preceding the Latest Practicable Date and are or may be material:

- (a) an entrusted loan agreement dated 28 April 2013 entered into between Lifetech Shenzhen, Shanghai Bosheng Industrial Co., Ltd. and Shanghai Pudong Development Bank Shenzhen Branch, pursuant to which Lifetech Shenzhen agreed to entrust the amount of RMB32 million to Shanghai Pudong Development Bank Shenzhen Branch, for on-lending to Shanghai Bosheng Industrial Co., Ltd. for a term of one year (the "**Entrusted Loan Agreement**");
- (b) an entrusted loan agency agreement dated 28 April 2013 entered into between Lifetech Shenzhen and Shanghai Pudong Development Bank Shenzhen Branch, pursuant to which Shanghai Pudong Development Bank Shenzhen Branch agreed to act as the lending agent under the Entrusted Loan Agreement in return for an agency fee of 0.03% of the loan amount under the Entrusted Loan Agreement;

- (c) a secured convertible note purchase agreement dated 16 September 2013 entered into by and among Broncus Medical Inc. as seller and LifeTech Scientific (Hong Kong) Co., Ltd., DiNova Venture Partners LP II, L.P., TIP-Broncus Limited as purchasers for the sale and purchase of convertible promissory notes in the total principal amount of USD7,000,000 and to supersede and replace in entirety the Prior Note Purchase Agreement;
- (d) a secured convertible promissory note dated 16 September 2013 issued by Broncus Medical Inc. and accepted by LifeTech Scientific (Hong Kong) Co., Ltd. for the principal amount of USD2,800,000 and to supersede and replace in entirety the Prior Note;
- (e) an equity transfer agreement dated 24 September 2013 entered into between Lifetech Shenzhen as transferor and Zhao Shuqing as transferee for the disposal of 51% equity interest in Shenzhen Enke Medical Technology Co., Ltd (深圳市恩科醫療科技有限公司) at the consideration of RMB1,050,000;
- (f) a sale and purchase agreement dated 23 May 2014 entered into between Lifetech Scientific (Hong Kong) Co., Ltd. and Aether Corporate Limited pursuant to which Lifetech Scientific (Hong Kong) Co., Ltd. disposed its 40% equity interest in Broncus Holding Corporation, an associated company of the Group, for the consideration of USD4,000,000;
- (g) an equipment and components supply agreement dated 25 July 2014 entered into between Medtronic Singapore Operations Pte Ltd. (“**Medtronic Singapore**”), the Company and Lifetech Shenzhen, pursuant to which Medtronic Singapore agreed to transfer to Lifetech Shenzhen all the right, title and interest in Medtronic Singapore’s previously in-use equipment and other equipment to be newly procured by Medtronic Singapore and then to be transferred to Lifetech Shenzhen for the manufacturing of pacemaker products at an estimated maximum consideration not exceeding USD562,000;
- (h) the cardiac rhythm device license agreement entered into among the Company, Medtronic Singapore and Lifetech (Shenzhen) dated 25 July 2014 pursuant to which Medtronic Singapore will grant to the Company a non-exclusive, royalty-bearing, non-transferable license to the licensed intellectual property in China together with any licensed trademark for the design, assembly and sale of pacemakers at the royalty rate of 12.5%;
- (i) the manufacturing agreement entered into among the Company, Lifetech (Shenzhen), Lifetech Scientific (Europe) Coöperatief U.A. (“**Lifetech Europe**”) and Medtronic Singapore dated 25 July 2014 pursuant to which Lifetech (Europe) will appoint Medtronic Singapore as the manufacturer and supplier for the lead products to be used with the pacemakers and pay Medtronic Singapore a supply price for the lead products as specified under the agreement;

- (j) the medical lead license agreement entered into among the Company, Lifetech (Shenzhen) and Medtronic Singapore dated 25 July 2014 pursuant to which Medtronic Singapore will grant to the Company a non-exclusive, royalty-bearing, non-transferable license to the licensed intellectual property in China together with any licensed trademark for the design, assembly and sale of lead which are used with the pacemakers at the royalty rate of 12.5%;
- (k) the pacemaker consulting services agreement entered into among the Company, Medtronic and Lifetech (Shenzhen) dated 25 July 2014 pursuant to which Medtronic will provide services and support to the Company in relation to the manufacturing of pacemaker products at a service fee which will be calculated based on the actual fully burdened costs incurred by Medtronic;
- (l) the supply and exclusive distribution agreement entered into among the Company, Lifetech (Shenzhen) and Medtronic China dated 25 July 2014 pursuant to which the Company will grant Medtronic China exclusive distribution rights to the pacemaker products in the PRC for 10 years and the purchase price of the pacemaker products to be paid by Medtronic to the Company is specified under the agreement;
- (m) the cooperation agreement dated 26 September 2014 entered into between Lifetech Shenzhen, Mr. Xie Yuehui and Mr. Wu Jianhui (the “**Contract Parties**”), pursuant to which the Contract Parties agreed to jointly contribute capital for the construction of the Building involving the total capital amount of RMB250 million;
- (n) the termination agreement dated 8 December 2014 entered into between the Contract Parties, pursuant to which the Contract Parties agreed to terminate the cooperation agreement dated 26 September 2014; and
- (o) the Construction Contract and Supplemental Agreement pursuant to which the Contractor has agreed to undertake the Construction Work for the Company at the Contract Price.

Saved as disclosed above, no other material contract (being contracts not entered into in the ordinary course of business) has been entered into by the Group within two years immediately preceding the Latest Practicable Date.

8. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, save as disclosed in the 2014 annual report of the Company dated 30 March 2015 which announced that the Company recorded a net loss (after taking into account the fair value losses related to the first tranche convertible notes (the “**Fair Value Loss**”)) for the year ended 31 December 2014 but an increase in operating profit (without taking into account the Fair Value Loss) for the year ended 31 December 2014 as compared to 2013, the Directors were not aware of any material adverse change in the financial or trading position of the Group since 31 December 2014, being the date to which the latest published audited consolidated financial statements of the Company were made up.

9. LITIGATION

As at the Latest Practicable Date, the Group was engaged in the following pending litigation or arbitration of material importance.

Litigation in India

In 2008, AGA Medical Corporation (the “**Plaintiff**”) filed a suit with The High Court of Delhi (the “**Court**”) at New Delhi, India, against (i) Lifetech Shenzhen, (ii) Lifetech Shenzhen’s importer in India; and (iii) such importer’s local Indian distributor (individually and collectively referred to as the “**Defendants**”). The Plaintiff pleaded to the Court to issue a permanent injunction restraining the Defendants from importing and selling HeartR occluders in India which were accused of infringing the Plaintiff’s patent. The Plaintiff also pleaded to order the national importer in India and its local Indian distributor to surrender all the rendition of accounts of profits or a decree of damages of Indian Rupee 2,100,000 (equivalent to approximately RMB218,000). As at the Latest Practicable Date, the cross-examination of all the Plaintiff’s witnesses is completed. The cross-examination of the latest witness, our IT administrator, has concluded on 25 August 2014.

After seeking legal advice, the Directors are of the opinion that it is not probable that the Court will grant a permanent injunction to the Plaintiff and it is also not probable for the Court to award damages to the Plaintiff or direct delivery of infringing devices.

10. MISCELLANEOUS

- a. The registered office of the Company is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.
- b. The branch share registrar and transfer office of the Company in Hong Kong is Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, , Hong Kong.
- c. The company secretary of the Company is Mr. LIU Jianxiong. Mr. LIU has been a member of the Association of Chartered Certified Accountants since 1997 and a registered tax agent since 1999.
- d. This circular has been prepared in both English and Chinese. In the event of any inconsistency, the English language texts of this circular and the accompanying form of proxy shall prevail over the Chinese language texts.

11. DOCUMENTS FOR INSPECTION

Copies of the following documents will be available for inspection during normal business hours at the principal place of business of the Company in Hong Kong at 31/F, 148 Electric Road, North Point, Hong Kong, up to and including the date of the EGM:

- a. the memorandum and articles of association of the Company;
- b. the material contracts referred to in the section headed “Material Contracts” of this Appendix;
- c. the annual reports of the Company for the three financial years ended 31 December 2012, 2013 and 2014; and
- d. the circular regarding the non-exempt connected transaction in relation to a series of agreements and notice of extraordinary general meeting dated 20 April 2015 and this circular.

NOTICE OF EGM



LIFETECH SCIENTIFIC CORPORATION

先健科技公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 1302)

NOTICE OF THE EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the extraordinary general meeting (the “EGM”) of LifeTech Scientific Corporation (the “Company”) will be held at Floor 3, Cybio Electronic Building, Langshan 2nd Street, North Area of High-tech Park, Nanshan District, Shenzhen, PRC on 7 May 2015 at 10:00 a.m. for the purpose of considering and, if thought fit, passing the following resolution, with or without modification, as ordinary resolution of the Company:

ORDINARY RESOLUTION

“**THAT**

- (a) the entering into the construction contract together with the supplemental agreement both dated 19 December 2014 (collectively the “**Construction Contract**”) entered into between Lifetech Scientific (Shenzhen) Co., Ltd., a wholly-owned subsidiary of the Company, as the developer, and CCFED the Third Construction & Engineering Co.* (中建四局第三建筑工程有限公司), as the contractor, for construction of the building located at Gaoxin South 1st Road, Nanshan Gaoxin District, Shenzhen, the PRC at a contract price up to an aggregate amount of RMB250,000,000 (details of the Construction Contract is set out in the Company’s circular dated 21 April 2015 (the “**Circular**”) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (b) any one director of the Company be and is hereby authorized to do such acts and things and execute all such documents which he considers necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Construction Contract and the respective transactions contemplated thereunder, and to make or agree such variations of a non-material nature to any of the terms thereof as any director of the Company may in his discretion consider to be desirable and in the interests of the Company.”

NOTICE OF EGM

Capitalised terms in this notice of EGM shall have the same meanings as defined in the circular of the Company dated 21 April 2015 unless the context otherwise specified.

By order of the Board
LifeTech Scientific Corporation
XIE Yuehui
*Chairman, Chief Executive Officer
and Executive Director*

Hong Kong, 21 April 2015

* *For identification purpose only.*

Notes:

1. A form of proxy for use at the EGM is enclosed.
2. Any member of the Company (“**Member**”) entitled to attend and vote at the meeting convened by the above notice is entitled to appoint one or, if he is the holder of two or more shares, more proxies to attend and, subject to the provisions of the articles of association of the Company, vote in his stead. A proxy need not be a member of the Company.
3. In order to be valid, the proxy form and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power of attorney or authority, must be delivered to the Company’s branch share registrar, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, , Hong Kong, not less than 48 hours before the time fixed for holding the meeting (or any adjournment thereof).