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

If you have sold or transferred all your shares in the Company, you should at once hand this circular to the purchaser or the 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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(Incorporated in the Cayman Islands with limited liability)

(Stock code: 558)

DISCLOSEABLE TRANSACTION IN RELATION TO CAPITAL INJECTION IN IDRA SRL.

Financial adviser



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DEFINITIONS

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

"Actual Net Equity" the consolidated net equity of the Idra Group as of

31 December 2007 after conversion of the Shareholder's Loans, before any adjustment due to the Debt Write-off

"Agreement" the investment and quotaholders' agreement dated

3 March 2008 entered into between Honest Well and

ICM in respect of the Capital Injection

"Ascertained Forecast

Net Equity"

the forecast net equity of the Idra Group as of 31 December 2007 after conversion of the Shareholder's Loans agreed between Honest Well and ICM upon

signing of the Agreement

"Board" the board of Directors

"Call Option Agreement" the call option agreement to be entered into by Honest

Well and ICM at Completion pursuant to which Honest Well shall have the option to purchase all of ICM's

Quota in Idra

"Capital Injection" the amount contributed at Completion by the parties

pursuant to the Agreement

"Cash Injection" the amount not exceeding €1,000,000 covering the

Shortfall, if any, which ICM is required to inject into

Idra as one of the conditions for Completion

"Company" L.K. Technology Holdings Limited, a company

incorporated in the Cayman Islands with limited liability and the shares of which are listed on the main

board of the Stock Exchange

"Completion" completion of the Agreement

"Completion Date" the date of Completion, being 2 April 2008 or such

other date as the parties to the Agreement may agree

"Debt Write-off" the write-off of the bank overdraft and other bank

facilities due to a bank creditor of Idra, which arose in the ordinary and usual course of business of Idra

"Director(s)" the director(s) of the Company

DEFINITIONS

"First Option Period" the period commencing on the day of approval by the Quotaholders of the Idra Group financial statements for the year ending 31 December 2009 and expiring on the 90th day thereafter (both dates inclusive) "First Survey" an environmental survey to be carried out in Idra's facility and on the land over which such facility is located by an environmental surveyor as one of the conditions for Completion "First Transfer Price" the higher of (a) 50% of the ICM pro-quota value of 8 times Idra's net profit after taxes for the year ending 31 December 2009, provided that in no case the above value exceeding the amount of €2,500,000; and (b) 50% of the share of Capital Injection paid in by ICM, as yearly adjusted with the interest rate of 5% per annum "Group" the Company together with its subsidiaries "Guaranteed Net Equity" the consolidated net equity of the Idra Group as of 31 December 2007 after conversion of the Shareholder's Loans, before any adjustment due to the Debt Write-off, as guaranteed by ICM in an amount not lower than €1,000,000 "Honest Well" Honest Well Investments Limited, a limited liability company incorporated in the British Virgin Islands "Hong Kong" Hong Kong Special Administrative Region of the People's Republic of China "ICM" Idra Casting Machines Srl, a limited liability company registered in Italy "Idra" Idra Srl, a limited liability company registered in Italy Idra and its subsidiaries "Idra Group" "Latest Practicable Date" 17 March 2008, being the latest practicable date prior to the printing of this circular for ascertaining certain information for inclusion in this circular "Listing Rules" the Rules Governing the Listing of Securities on the Stock Exchange

DEFINITIONS

"Put Option Agreement" the put option agreement to be entered into by Honest Well and ICM at Completion pursuant to which ICM shall have the option to require Honest Well to purchase all of its interest in Idra "Quota" the participation interest in the share capital of Idra expressed as a percentage of ownership "Quotaholders" all those persons holding quotas in the capital of Idra and who are parties to the Agreement from time to time the period commencing on the day of approval by the "Second Option Period" Quotaholders of the Idra Group financial statements for the year ending 31 December 2010 and expiring on the 90th day thereafter "Second Shortfall" the sum corresponding to the difference, if any, between the amount of the Actual Net Equity (plus the Cash Injection, if any) and the Guaranteed Net Equity, should the former be lower than the latter "Second Transfer Price" the higher of (a) 100% of the ICM pro-quota value of 8 times Idra's net profit after taxes for the year ending 31 December 2010, provided that in no case the above value exceeding the amount of €2,500,000; and (b) 50% of the share of Capital Injection paid in by ICM, as yearly adjusted with the interest rate of 5% per annum "Shareholder(s)" the holder(s) of the ordinary share(s) of HK\$0.10 each in the issued share capital of the Company "Shareholder's Loans" all the shareholder's loans granted by ICM to Idra outstanding in the financial statements of Idra at Completion "Shortfall" the sum corresponding to the difference between the amount of the Ascertained Forecast Net Equity and the Guaranteed Net Equity "Stock Exchange" The Stock Exchange of Hong Kong Limited "€" Euro dollars, the lawful currency of the European Community "HK\$" Hong Kong dollars, the lawful currency of Hong Kong



力勁科技集團有限公司 L.K. Technology Holdings Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 558)

Executive Directors:

Ms. Chong Siw Yin (Chairperson)

Mr. Cao Yang (Chief Executive Officer)

Mr. Liu Zhao Ming

Mr. Chung Yuk Ming

Independent Non-executive Directors:

Dr. Low Seow Chay

Dr. Hon. Lui Ming Wah, SBS, JP

Mr. Tsang Yiu Keung, Paul

Mr. Chan Wah Tip, Michael

Registered Office:

Cricket Square

Hutchins Drive

P.O. Box 2681

Grand Cayman KY1-1111

Cayman Islands

Principal Place of Business

in Hong Kong:

Unit A, 8th Floor

Mai Wah Industrial Building

1–7 Wah Sing Street

Kwai Chung

New Territories

Hong Kong

20 March 2008

To the Shareholders

Dear Sir/Madam,

DISCLOSEABLE TRANSACTION IN RELATION TO CAPITAL INJECTION IN IDRA SRL.

INTRODUCTION

On 3 March 2008, Honest Well, an indirect wholly-owned subsidiary of the Company, and ICM entered into the Agreement pursuant to which Honest Well will invest \leq 3,500,000 in Idra for a 70% interest in Idra. At Completion, Honest Well and ICM will enter into (i) the Call Option Agreement pursuant to which Honest Well shall have the option to purchase the remaining 30% interest in Idra for an amount not exceeding \leq 5,000,000; and (ii) the Put Option Agreement pursuant to which ICM shall have the option to require Honest Well to purchase the remaining 30% interest in Idra for an amount not exceeding \leq 5,000,000.

The Capital Injection by Honest Well pursuant to the Agreement together with the possible purchase of ICM's Quota in Idra pursuant to the Put Option Agreement constitutes a discloseable transaction for the Company pursuant to Rule 14.06(2) of the Listing Rules.

The purpose of this circular is to provide you with further information in relation to the Agreement. The details of the Agreement are set out below.

THE AGREEMENT

Date

3 March 2008

Parties

- 1. Honest Well, an indirect wholly-owned subsidiary of the Company; and
- 2. ICM, a company registered in Italy

ICM is an investment holding company registered in Italy with limited liability. As at the Latest Practicable Date, ICM was the owner of the entire Quota of Idra.

To the best of the knowledge, information and belief of the Directors, ICM and its ultimate beneficial owner are third parties independent of and not connected with the Company and its subsidiaries or any of the connected persons (as defined in the Listing Rules).

Scope of the investment transaction

At Completion:

- 1. Honest Well will purchase from ICM a Quota equal to 70% of the existing share capital of Idra for a consideration of €0.70;
- 2. Honest Well will subscribe for a Quota representing 70% of the issued capital of Idra as enlarged by the Capital Injection for a cash consideration of €3,500,000; and
- 3. ICM will subscribe for a Quota representing 30% of the issued capital of Idra as enlarged by the Capital Injection for a cash consideration of €1,500,000.

Post Completion:

In the period between the Completion Date and the 15th day following the date in which the Second Shortfall (as defined below) has been determined, Honest Well may elect to increase the capital of Idra for an amount not exceeding €2,500,000 ("Post Completion Capital Injection") provided that:

- 1. such increase is necessary in order to cover losses to the extent required by the Italian Civil Code;
- 2. ICM shall have the right, but not the obligation, to subscribe also pro quota for such increase of capital;
- 3. in the event that the subscription is effected entirely by Honest Well, such amount in excess will not result in Honest Well's Quota in Idra exceeding 80%; and
- 4. when subscribed also by ICM such amount in excess will not result in ICM's Quota in Idra exceeding 30%.

The maximum amount of the Post Completion Capital Injection of €2,500,000 was determined with reference to Honest Well's maximum Quota in Idra of not exceeding 80%.

Call option

At Completion, Honest Well and ICM will enter into the Call Option Agreement pursuant to which Honest Well shall have the option to (i) purchase 50% of ICM's Quota in Idra within the First Option Period at the First Transfer Price; and (ii) subject to the exercise of the First Option, purchase ICM's remaining 50% Quota in Idra within the Second Option Period at the Second Transfer Price.

Put option

The Directors are of the view that the terms of the Put Option Agreement were determined after arm's length negotiations between the parties and are fair and reasonable and in the interests of the Group and the Shareholders as a whole.

Capital injection

The amount to be contributed by Honest Well and ICM respectively pursuant to the Agreement was determined after arm's length negotiations between the parties with reference to the financial position of Idra, the estimated working capital for the turnaround of the Idra Group, the Guaranteed Net Equity, the Debt Write-off in an amount of not lower than €2,000,000, as determined after arm's length negotiations between the parties with reference to the financial position of Idra and ICM's estimation on the write-off amount that the bank creditor of Idra may possibly agree, and the possible synergetic effects as a result of the transaction and was in proportion to their respective Quota in Idra upon Completion.

The amount to be contributed by Honest Well will be settled in cash on Completion and will be financed by the Group's internal resources.

Conditions

Completion of the Agreement is conditional upon:

- 1. ICM having converted the Shareholder's Loans, which amounted to approximately €4.5 million as at 30 September 2007, into permanent shareholders' paid-in share capital;
- 2. ICM having injected cash, in the form of equity, into Idra for an amount corresponding to the Shortfall, if any, up to the maximum amount of €1,000,000 i.e. the Cash Injection;
- 3. the agreement in writing by a bank creditor of Idra to (i) accept the Debt Write-off; (ii) reduce the interest rate and bank fees at average market conditions; and (iii) secure suitable credit lines to Idra provided that neither Honest Well nor ICM will be obliged to provide any corporate guarantee to support such facility;
- 4. ICM having delivered to Honest Well a list of the outstanding transactions in force between Idra and its direct, intermediate and ultimate parent companies; and
- 5. the First Survey being completed and the final report thereon duly submitted to the parties.

In the event that the above conditions shall not have been satisfied or waived by Honest Well on or before 31 March 2008, the Agreement shall terminate.

Honest Well may waive in whole or in part any of the above conditions or extend the period for 30 calendar days (or such other period as the parties may agree in writing) in which the said conditions are to be satisfied.

Completion

Completion shall take place on 2 April 2008 (or such other period as the parties may agree in writing) provided that Completion may be postponed upon request of Honest Well in the event that additional time is required to ensure all relevant consents or approvals from governmental or regulatory authorities in connection with the transactions contemplated under the Agreement are obtained.

Post Completion adjustment

In the event that the Actual Net Equity is lower than the Guaranteed Net Equity, ICM shall be obliged to inject into Idra, within 15 days from the date in which the Actual Net Equity has been determined, a cash amount (the "Additional Cash Injection") corresponding to the difference between (a) the Guaranteed Net Equity and (b) the Actual Net Equity plus the Cash Injection, if any (i.e. the Second Shortfall) provided however that the sum of the Cash Injection and the Additional Cash Injection will not exceed €1,000,000.

Should the Additional Cash Injection, if due, not be sufficient to cover the Second Shortfall, Honest Well may, at its absolute discretion, decide to contribute cash into Idra in order to cover the Second Shortfall provided that such amount shall be part of the Capital Injection by Honest Well. In such event, Honest Well's Quota in Idra will be increased proportionately up to a maximum of 80% and ICM's Quota in Idra will be correspondingly adjusted downward but in any event not falling below 20%.

INFORMATION ON THE IDRA GROUP

Idra is a limited liability company registered in Italy. To the best of the knowledge, information and belief of the Directors, the ultimate beneficial owner of Idra is Intek SpA, a company listed on the Milan Stock Exchange of Italy. The Idra Group is principally engaged in the design, manufacture and sale of die-casting machines and equipment, which are marketed under the brand name of IDRA. The Idra Group has a history of over 60 years and is one of the leading die-casting machines manufacturers in the world.

Set out below is the financial information of the Idra Group for the two years ended 31 December 2006 and the nine months ended 30 September 2007, which are prepared in accordance with Italian generally accepted accounting principles ("GAAP"):

			For the nine	
	For th	e year	months ended	
	ended 31 December		30 September	
	2005	2006	2007	
	€′000	€′000	€′000	
	(unaudited)	(unaudited)	(unaudited)	
Revenue	11,140	17,112	21,707	
Net profit/(loss) before taxation	278	(1,805)	(3,274)	
Net profit/(loss) after taxation	78	(2,006)	(3,311)	
	As	at	As at	
	31 December		30 September	
	2005	2006	2007	
	€ ′000	€′000	€′000	
	(unaudited)	(unaudited)	(unaudited)	
Total assets	9,272	31,551	33,501	
Net assets	1,330	1,416	2,420	

To the best of the knowledge, information and belief of the Directors, there is no material difference between Italian GAAP and International Financial Reporting Standard ("IFRS").

As advised by ICM, the losses incurred by Idra for the year ended 31 December 2006 and the nine months ended 30 September 2007 were principally attributable to the fact that Idra acquired all die casting machine manufacturing business from ICM in July 2006 and relocated all its production facilities to a new factory facility in late 2006. The merger of the businesses and the relocation resulted in a disruption to the operation of the Idra Group in late 2006 and early 2007.

REASONS FOR AND BENEFITS OF THE INVESTMENT

The Group is principally engaged in the design, manufacture and sale of die-casting machines and plastic injection moulding machines.

The Idra Group is one of the leading die-casting machines and equipment manufacturers in the world and has a history of over 60 years. The products of the Idra Group, which are marketed under the brand name of IDRA, have good reputation and are sold to customers in major countries in the world.

The Directors consider that the Capital Injection, the Shareholder's Loans capitalization, the Debt Write-off serve to strengthen the financial position of Idra and provide additional working capital for the turnaround of the Idra Group. The Directors are of the view that the Capital Injection will enable the Group to leverage on the engineering capabilities, technical expertise, distribution network and the reputation (including the brand name) of the Idra Group, which in turn is expected to enable the Group to enhance its competitiveness and enlarge its market presence through the possible synergy effects namely production cost advantages, cost savings effect through the merger of certain overlapping overseas business units, and the opportunity to tap into the Europe market under the IDRA brand name.

The Directors are of the view that the terms of the Agreement are on normal commercial terms, fair and reasonable and in the interests of the Group and the Shareholders as a whole.

FINANCIAL EFFECTS OF THE CAPITAL INJECTION

Upon Completion, Idra will become a non wholly-owned subsidiary of the Company and thus its assets and liabilities and the financial results will be consolidated into the Group. It is expected that the total assets and the total liabilities of the Group will both increase upon Completion. The Directors consider that there will be no significant impact on the earnings of the Group immediately upon Completion.

GENERAL

Your attention is also drawn to the additional information set out in the appendix to this circular.

By Order of the Board
L.K. Technology Holdings Limited
Chong Siw Yin
Chairperson

1. RESPONSIBILITY STATEMENT

This circular includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Group. The Directors collectively and individually accept full responsibility for the accuracy of the information contained in this circular and confirm that, having made all reasonable enquiries, to the best of their knowledge and belief:

- (a) the information contained in this circular is accurate and complete in all material respects and not misleading;
- (b) there are no other matters the omission of which would make any statement in this circular misleading; and
- (c) all opinions expressed in this circular have been arrived at after due and careful consideration and are founded on bases and assumptions that are fair and reasonable.

2. DISCLOSURE OF INTERESTS

(a) The Directors' interests and short position in the shares, underlying shares and debentures of the Company and its associated corporations

As at the Latest Practicable Date, the interests and short positions of the Directors and chief executive of the Company in the shares, underlying shares and debentures of the Company or any of its associated corporations (within the meaning of Part XV of Securities and Futures Ordinance ("SFO")) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of SFO (including any interests which were taken or deemed to have under such provisions of the SFO) or were required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or were required, pursuant to Model Code for Securities Transactions by Directors of Listed Issuers ("Model Code") in the Listing Rules, to be notified to the Company and the Stock Exchange, were as follows:

Interests in the shares of the Company

Name of director	Name of company	Capacity	Number of shares held	Approximate percentage of shareholding
Ms. Chong Siw Yin	the Company	See Note (1)	750,000,000(1)	74.2%
("Ms. Chong")			Long position	
	the Company	Beneficial owner	3,000,000(2)	0.3%
			Long position	

Name of director	Name of company	Capacity	Number of shares held	Approximate percentage of shareholding
Mr. Cao Yang	the Company	Beneficial owner	1,000,000 Long position	0.1%
			2,000,000(2)	0.2%
			Long position	
Mr. Liu Zhao Ming	the Company	Beneficial owner	3,000,000(2)	0.3%
			Long position	
Mr. Chung Yuk Ming	the Company	Beneficial owner	1,000,000	0.1%
			Long position	
			2,000,000(2)	0.2%
			Long position	

Notes:

- 1. These 750,000,000 shares are owned by Girgio Industries Limited ("Girgio"). Girgio is owned as to 95% by Fullwit Profits Limited ("Fullwit") as trustee of The Liu Family Unit Trust and 5% by Mr. Liu Siong Song ("Mr. Liu"). Fullwit is wholly-owned by Ms. Chong. Ms. Chong is deemed interested in the shares held by Girgio through Fullwit.
- 2. Such interest in shares is held pursuant to options granted under the pre-IPO share option scheme of the Company, which was adopted pursuant to a written resolution of the sole shareholder of the Company passed on 23 September 2006.

Save as disclosed herein, as at the Latest Practicable Date, none of the Directors and chief executive of the Company had registered any interest or short position in the shares, underlying shares and debentures of the Company or its associated corporations (within the meaning of Part XV of the SFO) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO, or which were required, pursuant to Section 352 of the SFO, to be entered in the register referred to therein, or otherwise notified to the Company and the Stock Exchange pursuant to the Model Code.

(b) Persons who have an interest or short position in the shares or underlying shares which is discloseable under Divisions 2 and 3 of Part XV of the SFO and substantial shareholders of the Company

As at the Latest Practicable Date, so far as is known to the Directors after making such enquiries as the Directors consider necessary, the following persons (other than the Directors and chief executive of the Company) had an interest or short position in the shares or underlying shares which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or

were, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of the Company or any of its subsidiaries:

Interests in the shares of the Company

Name	Capacity	Number of shares held	Approximate percentage of shareholding
Girgio	Beneficial owner	750,000,000 ⁽¹⁾ Long position	74.2%
Mr. Liu	See Note (2)	750,000,000 ⁽²⁾ Long position 3,000,000 ⁽²⁾ Long position	74.2% 0.3%
Fullwit	See Note (1)	750,000,000 ⁽¹⁾ Long position	74.2%
HSBC International Trustee Limited	See Note (3)	750,000,000 ⁽³⁾ Long position	74.2%
The Hamon Investment Group Pte Limited	Investment manager	71,220,000 Long position	7.0%

Notes:

- 1. These 750,000,000 shares are owned by Girgio. Girgio is owned as to 95% by Fullwit as trustee of The Liu Family Unit Trust and 5% by Mr. Liu. Fullwit is wholly-owned by Ms. Chong.
- 2. Mr. Liu is the spouse of Ms. Chong and deemed interested in the shares held by Ms. Chong. Besides, Mr. Liu holds 5% interest in Girgio.
- 3. HSBC International Trustee Limited is the trustee of The Liu Family Trust. The Liu Family Trust was established by Mr. Liu on 22 February 2002 as an irrevocable discretionary trust for the benefit of Ms. Chong and the children of Mr. Liu and Ms. Chong. HSBC International Trustee Limited as trustee of The Liu Family Trust owns 99.9% of the units issued under The Liu Family Unit Trust and Ms. Chong owns the remaining 0.1% of the units.

Save as disclosed herein, as at the Latest Practicable Date, none of the Directors or chief executive of the Company knew of any other person (not being a director or chief executive of the Company) who had an interest or short position in the shares or underlying shares which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who was, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other member of the Group or held any option in respect of such capital.

3. DIRECTORS' SERVICE CONTRACTS

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

4. LITIGATION

As at the Latest Practicable Date, no member of the Group was engaged in any litigation or arbitration of material importance and no litigation or claim of material importance was known to the Directors to be pending or threatened against the Company or any of its subsidiaries.

5. COMPETING INTERESTS OF DIRECTORS AND ASSOCIATES

As at the Latest Practicable Date, so far as the Directors are aware, none of the Directors and their respective associates was considered to have interests in any business which competes or may compete, either directly or indirectly, with the businesses of the Group or have or may have any other conflicts of interest with the Group pursuant to the Listing Rules.

6. GENERAL

- (a) The registered office of the Company is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands.
- (b) The principal place of business of the Company is at Unit A, 8th Floor, Mai Wah Industrial Building, 1–7 Wah Sing Street, Kwai Chung, New Territories, Hong Kong.
- (c) The branch share registrar and transfer office of the Company in Hong Kong is Computershare Hong Kong Investor Services Limited, Shops 1712 1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.
- (d) The company secretary of the Company is Mr. Wong Kin Ming, an Associate of The Institute of Chartered Secretaries and Administrators and The Hong Kong Institute of Chartered Secretaries.
- (e) The qualified accountant of the Company is Mr. Yuen Chee Wing, a Fellow of The Association of Chartered Certified Accountants and an Associate of the Hong Kong Institute of Certified Public Accountants.
- (f) The English text of this circular shall prevail over their respective Chinese text, in the case of inconsistency.