



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)

DISCLOSURE PURSUANT TO RULE 13.18 OF THE LISTING RULES

This announcement is made by L.K. Technology Holdings Limited (the “Company”) pursuant to Rule 13.18 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “Listing Rules”).

On 18 July 2008, L.K. Machinery Company Limited (“LKM”), a wholly-owned subsidiary of the Company as borrower, and the Company as a guarantor, entered into the Facility Agreement with, inter alia, The Hongkong and Shanghai Banking Corporation Limited as the mandated coordinating arranger and the agent and other financial institutions as lenders. The Facility Agreement imposes a covenant relating to specific performance of the controlling shareholder of the Company.

This announcement is made by the Company pursuant to Rule 13.18 of the Listing Rules.

On 18 July 2008, LKM as borrower, and the Company as a guarantor, entered into a facility agreement with, inter alia, The Hongkong and Shanghai Banking Corporation Limited as the mandated coordinating arranger and the agent (the “Agent”) and other financial institutions as lenders for a three-year term loan/revolving credit facility of up to HK\$500 million (the “Facility Agreement”). The Facility Agreement imposes a covenant relating to specific performance of the controlling shareholder of the Company.

The Facility Agreement provides that it would constitute an event of default under the Facility Agreement if Ms. Chong Siw Yin (a controlling shareholder of the Company held as to approximately 74% of equity interests in the Company as at the date of the Facility Agreement) does not or ceases to hold (directly or indirectly) beneficially and legally, more than 50% of the shares and equity interests in the Company.

On and at any time after the occurrence of an event of default under the Facility Agreement which is continuing, the Agent may, and shall if so directed by the Majority Lenders (as defined in the Facility Agreement):

- (a) cancel the Total Commitments (as defined in the Facility Agreement) whereupon they shall immediately be cancelled;
- (b) declare that all or part of the Loans (as defined in the Facility Agreement), together with accrued interest, and all other amounts accrued or outstanding under the Finance

Documents (as defined in the Facility Agreement) be immediately due and payable, whereupon they shall become immediately due and payable; and/or

- (c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders.

The Company will make continuing disclosure pursuant to Rule 13.21 of the Listing Rules in subsequent interim and annual reports for so long as circumstances giving rise to the relevant obligation continues to exist.

By order of the Board
Wong Kin Ming
Company Secretary

Hong Kong, 18 July 2008

As at the date of this announcement, the executive Directors are Ms. Chong Siw Yin, Mr. Cao Yang, Mr. Liu Zhao Ming and Mr. Chung Yuk Ming; and the independent non-executive Directors are Dr. Low Seow Chay, Dr. Hon. Lui Ming Wah, SBS, JP, Mr. Tsang Yiu Keung, Paul and Mr. Chan Wah Tip, Michael.