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**Leeport**  
**LLEPORT (HOLDINGS) LIMITED**  
**力豐(集團)有限公司\***  
*(Incorporated in Bermuda with limited liability)*  
**(Stock Code: 387)**

**VOLUNTARY ANNOUNCEMENT  
IN RELATION TO THE ACQUISITION OF  
EQUITY INTERESTS IN THE TARGET COMPANY**

This announcement is made by the Company on a voluntary basis. The purpose of this announcement is to keep the Shareholders and potential investors informed of the latest business development of the Group and its affiliated companies.

Reference is made to the announcement published by the Company on 4 June 2018 (the “**Announcement**”) in relation to the Proposed Acquisition. Unless otherwise specified, capitalised terms used herein shall have the same meanings as those defined in the Announcement.

**THE ACQUISITION**

The Directors are pleased to announce that, on 15 June 2018, (i) the Equity Interest Transfer Agreement was entered into between the Purchaser and the Vendor; and (ii) the Capital Increase Agreement was entered into between the Purchaser, the Target Company and the Present Shareholders, in respect of the Acquisition. Set out below are the principal terms of the Acquisition Agreements:

## **The Equity Interest Transfer Agreement**

**Date:** 15 June 2018

**Parties:** (i) The Purchaser; and  
(ii) The Vendor

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Vendor and its ultimate beneficial owners are Independent Third Parties.

### *Assets to be transferred*

Pursuant to the Equity Interest Transfer Agreement, the Purchaser has conditionally agreed to acquire, and the Vendor has conditionally agreed to sell, approximately 16.9% of the equity interests in the Target Company (immediately before the Capital Injection Completion).

### *Consideration for the Equity Transfer*

The consideration for the Equity Transfer shall be approximately RMB41.8 million (equivalent to approximately HK\$51.8 million), which shall be satisfied by internal resources of the Purchaser.

### *Conditions precedent to the Equity Transfer Completion*

The Equity Transfer Completion is conditional upon the satisfaction or waiver of, among others, the following conditions:

- (a) each of the representations and warranties given by the Purchaser and the Vendor respectively being true, accurate, complete and non-misleading with no material omissions in all aspects upon and prior to the Equity Transfer Completion;
- (b) the Purchaser, the Vendor and the Target Company having respectively performed and complied with all agreements, undertakings, obligations and covenants required by the Equity Interest Transfer Agreement to be performed or complied with the respective parties upon or prior to the Equity Transfer Completion;

- (c) the Vendor and the Target Company having obtained or caused to be obtained any and all consents, approvals and/or waivers required for the Equity Interest Transfer Agreement and the transaction contemplated thereunder, and all such consents, approvals and/or waivers being in full force and effect as of the date of the Equity Transfer Completion;
- (d) the Purchaser having been duly registered as the holder of the Acquired Equity Interests; and
- (e) the Purchaser having taken all necessary corporate actions for, and obtained all necessary internal approvals and approval from governmental authorities duly authorising, the execution and performance of the Equity Interest Transfer Agreement and the transaction contemplated thereunder.

### **The Capital Increase Agreement**

**Date:** 15 June 2018

**Parties:** (i) The Purchaser;  
(ii) The Target Company; and  
(iii) The Present Shareholders

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Target Company, each of the Present Shareholders and their respective ultimate beneficial owners are Independent Third Parties.

#### *Subject matter*

Pursuant to the Capital Increase Agreement, the Purchaser has agreed to invest approximately RMB7.0 million (equivalent to approximately HK\$8.7 million) in the form of registered capital in the Target Company, which shall be satisfied by internal resources of the Purchaser. Upon the Equity Transfer Completion and the Capital Injection Completion, the Target Company will be held as to approximately 19.0% by the Purchaser, 16.5% by the Vendor and 64.5% by the Other Shareholders in aggregate.

### *Conditions precedent to the Capital Injection Completion*

The Capital Injection Completion is conditional upon the satisfaction or waiver of, among others, the following conditions:

- (a) each of the representations and warranties given by the Present Shareholders, the Target Company and the Purchaser respectively being true, accurate, complete and non-misleading with no material omissions in all aspects upon and prior to the Capital Injection Completion;
- (b) the Present Shareholders, the Target Company and the Purchaser having respectively performed and complied with all agreements, undertakings, obligations and covenants required by the Capital Increase Agreement to be performed or complied with by the respective parties upon or prior to the Capital Injection Completion;
- (c) the Present Shareholders and the Target Company having obtained or caused to be obtained any and all consents, approvals and/or waivers required for the Capital Increase Agreement and the transaction contemplated thereunder, and all such consents, approvals and/or waivers being in full force and effect as of the date of the Capital Injection Completion;
- (d) between 30 June 2018 and the Capital Injection Completion Date, except as expressly consented to by the Purchaser in writing, (i) the Target Company having conducted its business only in the ordinary course of business consistent with its usual practice immediately before the execution of the Capital Increase Agreement and (ii) there having been no fact, event, change, development, condition, occurrence or circumstances that has had or would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Target Company;
- (e) the Purchaser having been duly registered as the holder of the Acquired Equity Interests; and
- (f) the Purchaser having taken all necessary corporate actions for, and obtained all necessary internal approvals and approval from governmental authorities duly authorising, the execution and performance of the Equity Interest Transfer Agreement and the transactions contemplated thereunder.

## **INFORMATION ON THE TARGET COMPANY, THE VENDOR, AND THE PURCHASER**

### **Information on the Target Company and the Vendor**

The Target Company is a company incorporated in the PRC on 20 November 2014 and is principally engaged in the business of development and sales of laser processing equipment, development and sales of sheet metal equipment, consultation services on cutting process development and techniques, and other laser equipment-related services. As at the date of this announcement, the Target Company is held as to 33.8% by the Vendor.

The Vendor is a limited partnership established in the PRC on 16 April 2015 and is principally engaged in investment holding.

### **Information on the Purchaser**

The Purchaser is a company incorporated in the PRC on 23 August 2013, which is currently held as to 30% by the Group and 70% by Prima.

## **REASONS FOR THE ACQUISITION**

The Purchaser is a joint-venture manufacturing plant established by Prima and the Group in Suzhou and is principally engaged in the business of production of laser cutting and punching machines and import of 3D laser machines and production systems. The Target Company is principally engaged in the business of development and sales of laser processing equipment, consultation services on cutting process development and techniques, and other laser equipment-related services. The Directors are of the view that the Acquisition is a good opportunity for the Purchaser to invest in a developing company with potential. The Directors believe the Acquisition will bring about opportunities for business cooperation with the Target Company which may provide synergies and optimize the productivity of the Purchaser.

## **LISTING RULES IMPLICATIONS**

This announcement is voluntarily made by the Company. The Purchaser is not a member of the Group and therefore the Acquisition does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

## **DEFINITIONS**

Capitalised terms used herein shall have the same meanings as defined in the Announcement and the following expressions shall have the following meanings when used herein unless otherwise stated, or the context requires otherwise:

“Acquired Equity Interests”	approximately 19.0% of the equity interests in the Target Company to be acquired on a fully diluted basis under the Acquisition
“Acquisition”	the acquisition of a total of approximately 19.0% equity interests in the Target Company immediately following the Equity Transfer Completion and the Capital Injection Completion on a fully diluted basis as contemplated under the Acquisition Agreements
“Acquisition Agreements”	the Equity Interest Transfer Agreement and the Capital Increase Agreement
“Capital Increase Agreement”	the agreement dated 15 June 2018 between the Purchaser, the Target Company and the Present Shareholders in relation to the Capital Injection
“Capital Injection”	the investment and injection of approximately RMB7.0 million (equivalent to approximately HK\$8.7 million) in the form of registered capital in the Target Company by the Purchaser
“Capital Injection Completion”	completion of the Capital Injection
“Capital Injection Completion Date”	the date of the Capital Injection Completion
“Equity Interest Transfer Agreement”	the agreement dated 15 June 2018 between the Purchaser and the Vendor in relation to the Equity Transfer
“Equity Transfer”	the transfer of approximately 16.9% of the equity interests in the Target Company from the Vendor to the Purchaser

“Equity Transfer Completion”	completion of the Equity Transfer
“Equity Transfer Completion Date”	the date of the Equity Transfer Completion
“Other Shareholders”	Wuhan Zhencheng Technology Investment Partnership Enterprise* (武漢臻呈科技投資合伙企業(有限合伙)), Cangzhou Aurora Equity Investment Center* (滄州市極光股權投資中心(有限合伙)), Suzhou Lead Laser Technology Co., Ltd.* (蘇州領創激光科技有限公司)
“Present Shareholders”	the Vendor and the Other Shareholders

For the purpose of this announcement, the exchange rate at HK\$1.00 = RMB0.8072 has been used, where applicable, for purpose of illustration only.

**As the Acquisition is subject to the satisfaction and/or waiver, if applicable, of various conditions precedent which may or may not be fulfilled, there is no assurance that the Acquisition will be completed. Shareholders of the Company and potential investors are advised to exercise due care when dealing in the shares of the Company.**

By Order of the Board  
**Leeport (Holdings) Limited**  
**Lee Sou Leung, Joseph**  
*Chairman*

Hong Kong, 15 June 2018

*As at the date of this announcement, the Directors comprise four executive Directors, namely Mr. Lee Sou Leung, Joseph, Mr. Chu Weiman, Mr. Chan Ching Huen, Stanley, Mr. Wong Man Shun, Michael, and three independent non-executive Directors, namely Mr. Pike, Mark Terence, Dr. Lee Tai Chiu and Mr. Zavatti Samuel.*

\* For identification purposes only