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巨騰國際控股有限公司
JU TENG INTERNATIONAL HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 3336)

DISCLOSEABLE TRANSACTION

**EQUIPMENT ASSIGNMENT AND TURNOVER AGREEMENT
AND
EQUIPMENT AGREEMENT**

In order to facilitate the procurement of Equipment for the production of products by the Group for the Customer Group, the Group has entered into the Equipment Assignment and Turnover Agreement and the Equipment Agreement with the Customer Group.

As the relevant percentage ratio in respect of the Equipment Agreement is more than 5% but less than 25%, the transaction contemplated under the Equipment Agreement constituted discloseable transaction of the Company under Chapter 14 of the Listing Rules. The Equipment Assignment and Turnover Agreement, on a stand alone basis, does not constitute a notifiable transaction under Chapter 14 of the Listing Rules. The Equipment Assignment and Turnover Agreement and the Equipment Agreement are aggregated as a single series transaction pursuant to Rule 14.23 of the Listing Rules as these agreements were entered into by the Group with the parties connected or otherwise associated with one another within a 12 month period. Since the relevant percentage ratio in respect of the Equipment Assignment and Turnover Agreement and the Equipment Agreement, on an aggregate basis, is more than 5% but less than 25%, the transactions contemplated under the Equipment Assignment and Turnover Agreement and the Equipment Agreement constituted discloseable transaction of the Company under Chapter 14 of the Listing Rules.

INTRODUCTION

The Board announces that in order to facilitate the procurement of Equipment for the production of products by the Group for the Customer Group, the Group has entered into the Equipment Assignment and Turnover Agreement and the Equipment Agreement with the Customer Group.

THE EQUIPMENT ASSIGNMENT AND TURNOVER AGREEMENT DATED 10 DECEMBER 2013

Background

On 5 December 2013, the Assignor entered into the Equipment Purchase Agreement with Equipment Supplier-A for the purchase of the Equipment. The Assignor and Step Fine have agreed to enter into the Equipment Assignment and Turnover Agreement for the assignment of rights and obligations under the Equipment Purchase Agreement by the Assignor to Step Fine.

Parties

- (i) The Assignor; and
- (ii) Step Fine

The Directors confirmed that, to the best of their knowledge, information and belief, having made all reasonable enquiry, the Assignor and its ultimate beneficial owner(s) are third parties independent of the Group and its connected persons.

Assignment and assumption with respect to the Equipment

Under the Equipment Assignment and Turnover Agreement, the Assignor, with respect to certain Equipment assigned and transferred all right, title, interest and obligations under the Equipment Purchase Agreement (except for the Retained Rights), and Step Fine accepted and assumed such right, title and interest, together with all related obligations of Assignor under the Equipment Purchase Agreement. In connection therewith, Equipment Supplier-A transferred title to such Equipment from it to Step Fine.

Payment and delivery of the Equipment

Under the Equipment Assignment and Turnover Agreement and the Equipment Purchase Agreement, it was agreed that:

- (1) the Assignor paid in full the total purchase price of US\$28,107,616.88 (equivalent to approximately HK\$217,975,000) for the Equipment and all other amounts payable with respect to the Equipment to Equipment Supplier-A under the Equipment Purchase Agreement; and
- (2) Step Fine shall pay to the Assignor the total purchase price as set out in paragraph (1) above upon the earliest of (i) 10 December 2014, (ii) the date the Commercial Agreement shall expire or be terminated in accordance with its terms, and (iii) such other date as the parties may in their sole discretion mutually agree upon in writing, provided that such obligation shall be

deemed to have been fully and completely discharged by the delivery of the Equipment by Step Fine to the Assignor or procuring of the delivery of the Equipment by Step Fine to the Assignor.

Guarantee by the Company

Pursuant to a guaranty agreement dated 10 December 2013 executed by the Company in favour of the Assignor, the Company has agreed to act as a guarantor for Step Fine of the prompt payment and performance of all existing and future indebtedness and liabilities of Step Fine to the Assignor under the Equipment Assignment and Turnover Agreement.

THE EQUIPMENT AGREEMENT DATED 1 DECEMBER 2014

Background

On 1 December 2014, Customer and Tri-Great entered into the Equipment Agreement pursuant to which Customer financed Tri-Great's purchase of certain Equipment pursuant to a Bill of Sale with Equipment Supplier-B.

Parties

- (i) Customer; and
- (ii) Tri-Great

The Directors confirmed that, to the best of their knowledge, information and belief, having made all reasonable enquiry, Customer and its ultimate beneficial owner(s) are third parties independent of the Group and its connected persons.

Payment and delivery of the Equipment

Under the Equipment Agreement:

- (1) Customer or its affiliate paid to the Company the purchase price for the Equipment and, Tri-Great shall paid the purchase price for the Equipment to Equipment Supplier-B; and
- (2) Tri-Great shall deliver all Equipment received by it from Equipment Supplier-B to Customer or its designee on the earliest of (i) the date the Commercial Agreement shall expire or be terminated in accordance with its terms, (ii) such other date as Customer may in its discretion elect upon sixty (60) days prior written notice to Tri-Great, and (iii) such other date as the parties may in their sole discretion mutually agree upon in writing.

Guarantee by the Company

Pursuant to a guaranty agreement dated 1 December 2014 executed by the Company in favour of Customer, the Company has agreed to act as a guarantor for Tri-Great of the prompt payment and performance of all existing and future indebtedness and liabilities of Tri-Great to Customer under the Equipment Agreement.

INFORMATION ON THE PARTIES

The Group is principally engaged in the manufacturing and sale of casings, parts and other related materials for notebook computers and handheld devices.

The Assignor and Customer are a group of companies established in the United States which is principally engaged in developing, manufacturing, licensing, supporting and selling of computer software, consumer electronics and personal computers and services.

REASONS FOR AND BENEFITS OF ENTERING INTO THE EQUIPMENT ASSIGNMENT AND TURNOVER AGREEMENT AND EQUIPMENT AGREEMENT

The Directors consider that the entering into of the Equipment Assignment and Turnover Agreement and the Equipment Agreement are beneficial to the Group for the following reasons:

- (1) since the Customer Group is one of the leading manufacturers and sellers of computer software and consumer electronics in the world, entering into of the agreements with the Customer Group is part of the Group's expansion strategy and signifies the commencement of a potentially long term business cooperation of the Group with the Customer Group. The Directors consider that this can further reinforce the Group's position as a leading one-stop casing solutions provider for notebook computers, tablet PCs and smart phones; and
- (2) the Equipment are essential for the production of the products by the Group for the Customer Group, such agreements could facilitate the procurement of such Equipment.

The Directors (including the independent non-executive Directors) believe that the terms of the Equipment Assignment and Turnover Agreement and the Equipment Agreement are fair and reasonable and are in the interests of the Group and Shareholders as a whole.

LISTING RULES IMPLICATION

As the relevant percentage ratio in respect of the Equipment Agreement is more than 5% but less than 25%, the transaction contemplated under the Equipment Agreement constituted discloseable transaction of the Company under Chapter 14 of the Listing Rules. The Equipment Assignment and Turnover Agreement, on a stand alone basis, does not constitute a notifiable transaction under Chapter 14 of the Listing Rules. The Equipment Assignment and Turnover Agreement and the Equipment Agreement are aggregated as a single series transaction pursuant to Rule 14.23 of the

Listing Rules as these agreements were entered into by the Group with the parties connected or otherwise associated with one another within a 12 month period. Since the relevant percentage ratio in respect of the Equipment Assignment and Turnover Agreement and the Equipment Agreement, on an aggregate basis, is more than 5% but less than 25%, the transactions contemplated under the Equipment Assignment and Turnover Agreement and the Equipment Agreement constituted discloseable transaction of the Company under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Assignor”	a corporation incorporated under the laws of the State of Nevada
“Bill of Sale”	a bill of sale dated 1 December 2014 for sale of certain equipment by Equipment Supplier-B to Tri-Great at a total purchase price of US\$57,163,405.17 (equivalent to approximately HK\$443,302,000)
“Board”	the board of Directors
“Commercial Agreement”	an agreement entered into between Customer and the Company dated 28 April 2013 in relation to the sale of products by the Group to the Customer Group
“Company”	Ju Teng International Holdings Limited, a company incorporated under the laws of the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange
“Customer”	a leading manufacturer and seller of computer software and consumer electronics
“Customer Group”	the customer and its designee(s) from time to time
“Director(s)”	director(s) of the Company
“Equipment”	certain equipment for the production of products by the Group for the Customer Group
“Equipment Agreement”	the equipment agreement entered into between Customer and Tri-Great on 1 December 2014 in relation to the payment of the Equipment under the Bill of Sale

“Equipment Assignment and Turnover Agreement”	the equipment assignment and turnover agreement entered into between the Assignor as assignor and Step Fine as assignee on 10 December 2013 in respect of the assignment and transfer of right, title, interest and obligations under the Equipment Purchase Agreement
“Equipment Purchase Agreement”	a purchase order dated as of 5 December 2013 pursuant to which the Assignor ordered for purchase of the Equipment from Equipment Supplier-A at a total purchase price of US\$28,107,616.88 (equivalent to approximately HK\$217,975,000)
“Equipment Supplier-A”	a company established in the PRC and the vendor of certain equipment pursuant to the Equipment Purchase Agreement. The Directors confirmed that, to the best of their knowledge, information and belief, having made all reasonable enquiry, Equipment Supplier-A and its ultimate beneficial owner(s) are third parties independent of the Group and its connected persons
“Equipment Supplier-B”	a company established in the PRC and the vendor of certain equipment pursuant to the Bill of Sale. The Directors confirmed that, to the best of their knowledge, information and belief, having made all reasonable enquiry, Equipment Supplier-B and its ultimate beneficial owner(s) are third parties independent of the Group and its connected persons
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	People’s Republic of China
“Retained Rights”	all rights of the Assignor under the Equipment Purchase Agreement with respect to any warranty, express or implied, and with respect to the maintenance, repair, return or replacement of the Equipment but not with respect to the title to the Equipment
“Shareholder(s)”	shareholder(s) of the Company
“Step Fine”	Step Fine International Investment Limited, an indirect wholly owned subsidiary of the Company incorporated in Hong Kong

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Tri-Great”	Tri-Great International Limited, an indirect wholly owned subsidiary of the Company incorporated/registered in Samoa
“US\$”	United States dollars, the lawful currency of the United States
“%”	per cent.

For the purpose of this announcement, the exchange rate of US\$1.00 = HK\$7.755 has been used for currency conversions. This is for the purpose of illustration only and does not constitute a representation that any amounts in HK\$ and US\$ have been, could have been or may be converted at such rate or any other exchange rate.

By order of the Board
Ju Teng International Holdings Limited
Cheng Li-Yu
Chairman

Hong Kong, 3 December 2014

As at the date of this announcement, the executive Directors are Mr. Cheng Li-Yu, Mr. Cheng Li-Yen, Mr. Huang Kuo-Kuang, Mr. Hsieh Wan-Fu, Mr. Lo Jung-Te, and Mr. Tsui Yung Kwok, and the independent non-executive Directors are Mr. Cherng Chia-Jiun, Mr. Tsai Wen-Yu and Mr. Yip Wai Ming.