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(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 637)

**DISCLOSEABLE TRANSACTIONS
PROVISIONAL AGREEMENTS FOR SALE AND PURCHASE
IN RELATION TO THE ACQUISITIONS OF
OFFICES AND CAR PARKS IN THE KWUN TONG BUILDING**

THE ACQUISITIONS

The Board wishes to announce that the Purchaser (being a wholly-owned subsidiary of the Company) entered into the Office Provisional Agreement and the Car Park Provisional Agreements with the Vendor on 6th October 2014, pursuant to which the Purchaser has agreed to purchase, and the Vendor has agreed to sell, the Offices and the Car Parks.

The Office SPA and the Car Park SPAs are scheduled to be entered into between the Purchaser and the Vendor on or before 20th October 2014. The Kwun Tong Building is an uncompleted first-hand commercial building and the Purchaser understands from the Vendor that the Kwun Tong Building is estimated to be completed in end of March 2015. As such, the Company expects that the Office SPA Completion Date and the Car Park SPAs Completion Date will take place in April 2015.

LISTING RULES IMPLICATIONS

Aggregating the Acquisitions under the Office Provisional Agreement and the Car Park Provisional Agreements in accordance with Rule 14.22 of the Listing Rules, the aggregate consideration involved is HKD46,629,533. As the highest applicable percentage ratio under Rule 14.07 of the Listing Rules in respect of the Acquisitions is more than 5% but less than 25%, the Acquisitions constitute discloseable transactions for the Company and are subject to the announcement requirement but exempt from the Shareholders' approval requirement under the Listing Rules.

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, as at the date of this announcement, none of the Directors has any material interest in the Acquisitions. Therefore, none of the Directors was required to abstain from voting on the Board resolutions approving the Office Provisional Agreement, the Car Park Provisional Agreements and the transactions contemplated thereunder.

THE OFFICE PROVISIONAL AGREEMENT AND THE CAR PARK PROVISIONAL AGREEMENTS

The Board wishes to announce that the Purchaser (being a wholly-owned subsidiary of the Company) entered into the Office Provisional Agreement and the Car Park Provisional Agreements with the Vendor on 6th October 2014, pursuant to which the Purchaser has agreed to purchase, and the Vendor has agreed to sell, the Offices and the Car Parks. The key terms of the Office Provisional Agreement and the Car Park Provisional Agreements are as follows:

The Office Provisional Agreement

- Date: 6th October 2014
- Parties: (1) Silver Goal International Limited, as purchaser
(2) Sun Billion Development Limited, as vendor
- The property: Offices G and H on the 31st floor of the Kwun Tong Building
- Gross floor area: approximately 3,627 square feet
- Consideration and payment: HKD42,789,533 (approximately HKD11,797.50 per square feet) payable by the Purchaser in cash in the following manner:
- (1) a preliminary deposit of HKD2,139,477.65 was paid on 6th October 2014 to the Vendor upon the signing of the Office Provisional Agreement;
 - (2) a further deposit of HKD2,139,475.65 shall be payable on or before 20th October 2014;

(3) a further part payment of HKD4,278,953.30 shall be payable on or before 28th November 2014; and

(4) the balance of HKD34,231,626.40 shall be payable within 14 days upon the Office SPA Completion Date.

The above consideration was arrived at after arm's length negotiation between the Purchaser and the Vendor and was determined by reference to the price set by the Vendor available to all potential buyers publicly.

Should the Purchaser fail to comply with the Office Provisional Agreement including failure to sign the Office SPA and/or to pay any of the above further deposits, the above preliminary deposit to the extent of 3% of the purchase price of the relevant Office shall be absolutely forfeited to the Vendor and the Vendor shall refund to the Purchaser without interest the balance of the preliminary deposit and the Vendor shall be entitled at its absolute discretion to cancel the Office Provisional Agreement.

Stamp Duty: All stamp duty (whether ad valorem or otherwise) shall be borne by the Purchaser.

Office SPA Completion Date: Completion shall take place within fourteen days from the date of the Purchaser being notified in writing that the occupation permit has been issued and the Vendor is in a position validly to assign the Offices to the Purchaser or that the occupation permit and the certificate of compliance have been issued, whichever shall first happen.

The Car Park Provisional Agreements

Date: 6th October 2014

Parties: (1) Silver Goal International Limited, as purchaser
(2) Sun Billion Development Limited, as vendor

The property: Car parks Nos. P27, P28 and P29 located on the 7th floor of the Kwun Tong Building

Consideration and payment: HKD1,280,000 payable by the Purchaser in cash for each car park in the following manner:

- (1) a preliminary deposit of HKD64,000 was paid on 6th October 2014 upon the signing of the Car Park Provisional Agreements;
- (2) a further deposit of HKD64,000 shall be payable on or before 20th October 2014;
- (3) a further part payment of HKD128,000 shall be payable on or before 28th November 2014; and
- (4) the balance of HKD1,024,000 shall be payable within 14 days upon the Car Park SPAs Completion Date.

The total consideration payable by the Purchaser pursuant to the three Car Park Provisional Agreements will be HKD3,840,000 accordingly.

The above consideration was arrived at after arm's length negotiation between the Purchaser and the Vendor and was determined by reference to the price set by the Vendor available to all potential buyers publicly.

Should the Purchaser fail to comply with the Car Park Provisional Agreements including failure to sign the Car Park SPAs and/or to pay any of the above further deposits, the above preliminary deposit to the extent of 3% of the purchase price of the relevant Car Park shall be absolutely forfeited to the Vendor and the Vendor shall refund to the Purchaser without interest the balance of the preliminary deposit and the Vendor shall be entitled at its absolute discretion to cancel the relevant Car Park Provisional Agreement.

Stamp Duty: All stamp duty (whether ad valorem or otherwise) shall be borne by the Purchaser.

Car Park SPAs
Completion Date: Completion shall take place within fourteen days from the date of the Purchaser being notified in writing that the occupation permit has been issued and the Vendor is in a position validly to assign the Car Parks to the Purchaser or that the occupation permit and the certificate of compliance have been issued, whichever shall first happen.

THE OFFICE SPA AND THE CAR PARK SPAS

The Office SPA and the Car Park SPAs are scheduled to be entered into between the Purchaser and the Vendor on or before 20th October 2014. The Kwun Tong Building is an uncompleted first-hand commercial building and the Purchaser understands from the Vendor that the Kwun Tong Building is estimated to be completed in end of March 2015. As such, the Company expects that the Office SPA Completion Date and the Car Park SPAs Completion Date will take place in April 2015. The Company will make further announcement as and when necessary.

REASONS AND BENEFITS FOR THE ACQUISITIONS

The Company believes that the Acquisitions will enhance the flexibility of the Group on its future development and the utilisation of its financial resources.

Based on the above, the Directors believe that the terms of the Office Provisional Agreement and the Car Park Provisional Agreements are fair and reasonable to the Group and are in the interests of the Shareholders as a whole.

INFORMATION ON THE VENDOR

The Vendor is a limited liability company incorporated in Hong Kong and is the registered owner of the Offices and the Car Parks. The Vendor principally engages in the development of commercial properties in Hong Kong.

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

INFORMATION ON THE GROUP AND THE PURCHASER

The Group principally engages in the business of processing, sourcing and distribution of non ferrous metals, primarily zinc alloy and zinc, nickel and nickel-related products, aluminium alloy and aluminium, stainless steel and other electroplating chemicals. The Group also provides related value-added and ancillary services from procurement of raw metal materials to after-sales services.

The Purchaser principally engages in property holding and investment, a wholly-owned subsidiary of the Company.

LISTING RULES IMPLICATIONS

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To the best knowledge, information and belief of the Directors having made all reasonable enquiries, as at the date of this announcement, none of the Directors has a material interest in the Acquisitions. Therefore, none of the Directors was required to abstain from voting on the Board resolutions approving the Office Provisional Agreement, the Car Park Provisional Agreements and the transactions contemplated thereunder.

DEFINITIONS

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

“Acquisitions”	the acquisitions of the Offices and the Car Parks contemplated under the Office Provisional Agreement and the Car Park Provisional Agreements;
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“Board”	the board of Directors;
“Car Park Provisional Agreements”	the three provisional agreements for sale and purchase dated 6th October 2014 entered into between the Vendor and the Purchaser in relation to, among others, the acquisitions of the Car Parks;
“Car Parks”	car parks Nos. P27, P28 and P29 located on the 7th floor of the Kwun Tong Building;
“Car Park SPAs”	the three formal agreements for sale and purchase of the Car Parks to be executed on or before 20th October 2014 between the Purchaser as the purchaser and the Vendor as the vendor;
“Car Park SPAs Completion Date”	means the completion date of the Car Park SPAs as described under the section headed “The Office Provisional Agreement and the Car Park Provisional Agreements” in this announcement;
“Company”	Lee Kee Holdings Limited, a company incorporated in the Cayman Islands whose shares are listed on the Main Board of the Stock Exchange;
“Directors”	the directors of the Company;
“Group”	the Company and its subsidiaries;
“HKD”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China;
“Independent Third Party(ies)”	person(s) or company(ies) which is/are not connected person(s) (as defined in the Listing Rules) of the Company;

“Kwun Tong Building”	an uncompleted 35-storey first-hand commercial building situated at Nos. 52, 54 and 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong (the Remaining Portion of Kwun Tong Inland Lot No. 758);
“Listing Rules”	the Rules Governing the Listing of the Securities on the Stock Exchange;
“Office Provisional Agreement”	the provisional agreement for sale and purchase dated 6th October 2014 entered into between the Vendor and the Purchaser in relation to, among others, the acquisition of the Offices;
“Offices”	offices G and H on the 31st floor of the Kwun Tong Building;
“Office SPA”	the formal agreement for sale and purchase of the Offices to be executed on or before 20th October 2014 between the Purchaser as the purchaser and the Vendor as the vendor;
“Office SPA Completion Date”	means the completion date of the Office SPA as described under the section headed “The Office Provisional Agreement and the Car Park Provisional Agreements” in this announcement;
“Purchaser”	Silver Goal International Limited (銀高國際有限公司), a company incorporated in Hong Kong and a wholly-owned subsidiary of the Company;
“Shareholder(s)”	shareholder(s) of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Vendor”	Sun Billion Development Limited (耀億發展有限公司), a limited liability company incorporated in Hong Kong and the registered owner of the Offices and the Car Parks;

“%”

per cent.

By Order of the Board
CHAN Pak Chung
Chairman

Hong Kong, 6th October 2014

As at the date of this announcement, the Directors of the Company are Mr. CHAN Pak Chung, Ms. CHAN Yuen Shan, Clara, Ms. MA Siu Tao, Mr. CHUNG Wai Kwok, Jimmy, Mr. HU Wai Kwok* and Mr. HO Kwai Ching, Mark*.*

* *Independent Non-Executive Directors*