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百仕達控股有限公司*

SINOLINK WORLDWIDE HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

**ANNOUNCEMENT
MAJOR AND CONNECTED TRANSACTIONS**

The Directors are pleased to announce that the Purchaser, being a consortium formed by Shenzhen Sinolink, Sinolink Development, Firstline and Sinolink Investment, on 6th December, 2001 has bid the auction for the Land for a consideration of RMB780,000,000 (equivalent to approximately HK\$729,653,882). Shenzhen Sinolink is an indirect non-wholly owned subsidiary of the Company in which the Company has 80% indirect interest and Sinolink Development, Firstline and Sinolink Investment are the indirect wholly-owned subsidiaries of the Company. The Purchaser has signed the Land Contract with the Vendor on 6th December, 2001.

In connection with the purchase of the Land, Shenzhen Sinolink has on 10th December, 2001 arranged for a loan to be provided by the Lender in favour of Shenzhen Sinolink for a sum of RMB550,000,000 (equivalent to approximately HK\$514,499,532), being approximately 70% of the consideration of the Land, for partial payment of the consideration of the Land. The First Loan is secured by the Land and a guarantee provided by the Company in favour of the Lender.

Further, on 10th December, 2001 Shenzhen Sinolink has also arranged for a loan to be provided by the Lender in favour of Shenzhen Sinolink in the sum of HK\$80,000,000, for partial payment of the consideration of the Land. The Second Loan will be secured by a guarantee provided by the Company, Sinolink Development and Sinolink Investment jointly and severally in favour of the Lender.

The Purchaser is formed for the purpose of bidding the Land in the auction. The Purchaser is now establishing the Project Company for the purpose of development of the Land. After completion of the establishment of the Project Company, the Purchaser will transfer the title

in the Land and all interests in connection with the Land to the Project Company. Upon the transfer of the title in the Land and all the interests in the Land from the Purchaser to the Project Company, Shenzhen Sinolink shall repay the First Loan to the Lender and the Project Company shall arrange a loan with the same amount as the First Loan to be granted by the Lender to itself. Upon completion of the establishment of Project Company, the Second Loan will be repaid by a fund obtained by way of shareholders loan to be provided by the shareholders of the Project Company.

As the consideration for the Land exceeds 50% of the NTA, the Acquisition constitutes a major transaction for the Company under the Listing Rules and is subject to shareholders' approval in accordance with the Listing Rules. Such approval has already been obtained by the Company from Asia Pacific Promotion Limited, the controlling shareholder holding approximately 66.42% of the entire issued share capital of the Company. Asia Pacific Promotion Limited has given a written certificate to the Company to approve the entering into of the Land Contract and all the transactions contemplated thereunder by the Company.

Since Shenzhen Power Supply Services Corporation has 20% equity interest in Shenzhen Sinolink but not provide any guarantee in respect of the First Loan and the Second Loan, the provision of the First Guarantee and Second Guarantee by the Company constitute connected transactions for the Company under Rule 14.26(6)(a) of the Listing Rules and is subject to shareholders' approval. Asia Pacific Promotion Limited, the controlling shareholder of the Company, has given a written certificate confirming that it does not have any interest in Shenzhen Power Supply Services Corporation nor is it interested in the First Guarantee and the Second Guarantee other than being a shareholder of the Company and that it approves the entering into of the First Guarantee and the Second Guarantee in lieu of a shareholders' meeting. To the best knowledge of Directors, there are no connected persons of the Company have any interest in Shenzhen Power Supply Services Corporation and therefore no person is required to abstain from voting.

A circular containing particulars of the Land Contract, the First Guarantee and the Second Guarantee, letter from the Independent Board Committee, an opinion of the independent financial adviser relating to the connected transaction contemplated under the First Guarantee and the Second Guarantee will be issued to the shareholders of the Company for information only in accordance with the Listing Rules as soon as practicable.

At the request of the Company, the trading of the shares of the Company on the Stock Exchange was suspended with effect from 10:00 a.m. on 7th December, 2001 pending the issue of this announcement. Application has been made to the Stock Exchange for resumption of trading of the shares of the Company with effect from 10:00 a.m. on 11th December, 2001.

1. The Land Contract

(A) Date

6th December, 2001

(B) Parties

(i) the Vendor; and

(ii) the Purchaser

The Vendor is a party not connected with any of the directors, chief executives or substantial shareholders of the Company or any of their respective associates as defined in the Listing Rules.

(C) Sale and Purchase

Pursuant to the Land Contract, the Vendor shall sell and the Purchaser shall purchase the Land upon the terms as set out in the Land Contract.

(D) Consideration

The consideration for the Land shall be RMB780,000,000 (equivalent to approximately HK\$729,653,882) which is the highest bidding price offered by the Purchaser during the auction held on 6th December, 2001 in Shenzhen which shall be paid in the following manner:-

The consideration for the Land Contract in the sum of RMB780,000,000 shall be payable by the Purchaser to the Vendor within 5 days from the date of signing of the Land Contract. The Purchaser will use the First Loan and Second Loan to satisfy part of such consideration and the remaining balance will be satisfied by internal resources of the Group. The Purchaser will also arrange another loan facilities for the construction costs for future development of the Land.

(E) Summary of other principal terms of the Land Contract

(i) Save and except the consideration for the Land, the Purchaser is required to pay a fee for the use of the land annually.

- (ii) The term of the land use right of the Land is for a period of 70 years and will expire on 7th December, 2071 (the "Expiry Date"), the Purchaser shall, within 6 months prior to the Expiry Date, apply to the Vendor for the renewal of the term for the use of the Land.
- (iii) The Purchaser shall, within 6 months from the date of signing of the Land Contract, submit the planning and design of the buildings to be constructed on the Land to the Vendor.
- (iv) The Purchaser shall, within 1 year from the date of signing of the Land Contract, commence the construction of the buildings on the Land in accordance with the planning and design plan as approved by the Vendor. If such construction works have not been commenced in 2 years from the date of the signing of the Land Contract, the Vendor shall have the right to forfeit the Land from the Purchaser without payment.
- (v) The construction works on the Land shall be completed before 6th December, 2004. If the Purchaser has not completed the construction works on the Land before 6th December, 2004, it will be liable to pay compensation to the Vendor in accordance with the terms of the Land Contract.

2. The Land

The Land is situated at Lot No. T207-0026, Bai Shi San Dao South, Sha He Dong Lu East, Shenzhen Bay Yi Lu West, Bin Hai Da Dao North, Shenzhen, Guangdong Province, the PRC with a gross area of 75,101.80 sq. metres (buildable area of 255,300 sq. metres), of which 249,300 sq. metres are designated to be developed for residential purpose, 3,000 sq. metres are designated for construction of an integrated social services centre and 3,000 sq. metres are designated for construction of a kindergarten. Pursuant to the terms of the Land Contract, after completion of the construction of the kindergarten, the ownership of the kindergarten will be transferred to the Government of Shenzhen without consideration.

3. The First Loan and the Second Loan

In connection with the purchase of the Land, Shenzhen Sinolink has arranged for a loan to be provided by Lender to Shenzhen Sinolink in the amount of RMB550,000,000 (equivalent to approximately HK\$514,499,532), being approximately 70% of the consideration of the Land, the terms of the First Loan are as follows :-

Date: 10th December, 2001

Parties:

Borrower: Shenzhen Sinolink

Lender: Bank of China, Shenzhen Branch

Loan Amount: RMB550,000,000, being approximately 70% of the consideration for the Land Contract

Drawdown: On or before 11th December, 2001

Purpose: For partial payment of the consideration of the Land

Security: To be secured by the First Guarantee and the Land

Further, Shenzhen Sinolink also obtains the Second Loan from the Lender for a sum of HK\$80,000,000 for the purpose of financing part of the consideration of the Land, the terms of the Second Loan are as follows :-

Date: 10th December, 2001

Parties:

Borrower: Shenzhen Sinolink

Lender: Bank of China, Shenzhen Branch

Loan Amount: HK\$80,000,000

Drawdown: On or before 11th December, 2001

Purpose: To finance part of the consideration of the Land

Security: To be secured by the Second Guarantee

4. The First Guarantee and the Second Guarantee

Pursuant to the arrangement for the First Loan and the Second Loan between Shenzhen Sinolink and the Lender, the First Loan shall be secured by the First Guarantee and the Second Loan shall be secured by the Second Guarantee.

5. Holding and Development of the Land

The Purchaser is formed for the purpose of bidding the Land in the auction. The Purchaser is now establishing the Project Company for the purpose of holding and development of the Land. After completion of the establishment of the Project Company, the Purchaser will transfer the title in the Land and all interests in connection with the Land to the Project Company. The proportion of the interest of the respective holders in the Project Company will be the same as the existing proportion of the interest of the respective holders in the Purchaser.

Upon the transfer of the title in the Land and all the interests in the Land from the Purchaser to the Project Company, Shenzhen Sinolink shall repay the First Loan to the Lender and the Project Company shall arrange a loan with the same amount as the First Loan to be granted by the Lender to itself. Upon completion of the establishment of the Project Company, the Second Loan will be repaid by a fund obtained by way of shareholders loan to be provided by the shareholders of the Project Company.

6. Reasons for the Acquisition

The principal activities of the Group are property development, electricity supply operations and the sale and distribution of Liquefied Petroleum Gas. Sinolink Development, Firstline and Sinolink Investment are investment holding companies.

Shenzhen Sinolink, the Group's property development arm, has been engaged in property development in Shenzhen for many years, and has successfully built up a strong brandname and reputation in the Shenzhen property market. The Acquisition will further strength the status of Shenzhen Sinolink in the Shenzhen property market.

The Land is situated at a premier location which enjoys a full seaview, good scenes of golf course, theme parks and lakes, with a low population density. It also enjoys good town planning and traffic convenience. As the Group is a developer of high-end and deluxe properties, the Land meets the Group's criteria.

In addition, the Group will benefit from the increase in its land reserve by approximately 250,000 sq. metres, which is the policy of the Group as disclosed in its interim report for the six months ended 30th June, 2001.

7. Major Transaction

As the consideration for the Land exceeds 50% of the NTA, the Acquisition constitutes a major transaction for the Company under the Listing Rules and is subject to shareholders' approval in accordance with the Listing Rules. Such approval has already been obtained by the Company from Asia Pacific Promotion Limited, the controlling shareholder holding approximately 66.42% of the entire issued share capital of the Company. Asia Pacific Promotion Limited has given a written certificate to the Company to approve the entering into of the Land Contract and all the transactions contemplated thereunder by the Company.

8. Connected Transactions

Shenzhen Sinolink is an indirect non-wholly owned subsidiary of the Company in which the Company has 80% indirect interest, and the remaining 20% interest is held by Shenzhen Power Supply Services Corporation. Shenzhen Power Supply Services Corporation is a connected person by virtue of being a substantial shareholder of Shenzhen Sinolink, however, it will not provide any guarantee in respect of the First Loan and the Second Loan. Provision of the First Guarantee and the Second Guarantee by the Company constitute connected transactions for the Company under Rule 14.26(6)(a) of the Listing Rules and therefore require the approval by the shareholders of the Company.

Asia Pacific Promotion Limited, the controlling shareholder of the Company, has given a written certificate confirming that it does not have any interest in Shenzhen Power Supply Services Corporation nor is it interested in the First Guarantee and the Second Guarantee other than being a shareholder of the Company and that it approves the entering into of the First Guarantee and the Second Guarantee in lieu of a shareholders' meeting. To the best knowledge of Directors, there are no connected persons of the Company have any interest in Shenzhen Power Supply Services Corporation and therefore no person is required to abstain from voting.

9. General

A circular containing, inter alia, details of the Acquisition, the First Loan and the Second Loan, the First Guarantee and the Second Guarantee, letter from the Independent Board Committee, an opinion of the independent financial adviser relating to the connected transaction contemplated under the First Guarantee and the Second Guarantee will be issued to the shareholders of the Company as soon as practicable

At the request of the Company, the trading of the shares of the Company on the Stock Exchange was suspended with effect from 10:00 a.m. on 7th December, 2001 pending the issue of this announcement. Application has been made to the Stock Exchange for resumption of trading of the shares of the Company with effect from 10:00 a.m. on 11th December, 2001.

10. Definitions

"Acquisition"	the acquisition of the Land by a consortium formed by Shenzhen Sinolink, Sinolink Development, Firstline and Sinolink Investment.
"Company"	Sinolink Worldwide Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange
"Directors"	directors of the Company
"Firstline"	Firstline Investment Limited, an indirect wholly-owned subsidiary of the Company, incorporated in British Virgin Islands with limited liability
"First Guarantee"	the guarantee provided by the Company to the Lender to secure the repayment of the First Loan by Shenzhen Sinolink;
"First Loan"	the loan borrowed by Shenzhen Sinolink from the Lender in the amount of RMB550,000,000, being approximately 70% of the consideration for the Land, for financing part of the consideration for the Land
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Group"	the Company and its subsidiaries

"Independent Board Committee"	an independent committee of the board of Directors of the Company
"Land"	the land situate at Lot No. T207-0026, Bai Shi San Dao South, Sha He Dong Lu East, Shenzhen Bay Yi Lu West, Bin Hai Da Dao North, Shenzhen, the PRC with a gross area of 255,300 sq. metre.
"Land Contract"	the contract dated 6th December, 2001 entered into between the Purchaser and the Vendor in respect of the sale of the Land
"Lender"	The Bank of China, Shenzhen Branch, a licensed bank registered in the People's Republic of China
"Listing Rules"	Rules Governing the Listing of Securities on the Stock Exchange
"NTA"	the audited net tangible asset of the Company as at 31st December, 2000 together with the unaudited profit of the Company for the six months ended 30th June, 2001
"Project Company"	a sino-foreign equity joint venture to be established in the PRC, the interest of which will be owned as to 65% by Shenzhen Sinolink, 20% by Sinolink Development, 10% by Firstline and 5% by Sinolink Investment
"Purchaser"	the consortium formed by Shenzhen Sinolink, Sinolink Development, Firstline and Sinolink Investment. The interests in the Purchaser are owned as to 65% by Shenzhen Sinolink, 20% by Sinolink Development, 10% by Firstline and 5% by Sinolink Investment. Shenzhen Sinolink, Sinolink Development, Firstline and Sinolink Investment shall bear the rights and

	obligations based on their respective proportion of interest in the consortium
"Second Guarantee"	the guarantee to be provided by the Company, Sinolink Development and Sinolink Investment jointly and severally to the Lender to secure the repayment of the Second Loan by Shenzhen Sinolink to the Lender;
"Second Loan"	the loan borrowed by Shenzhen Sinolink from the Lender in the sum of HK\$80,000,000 for financing part of the consideration of the Land
"Shenzhen Power Supply Services Corporation"	深圳市供電服務公司, a collectively-owned enterprise established and owned collectively by the employees of Shenzhen Power Supply Bureau which is its regulatory body. Shenzhen Power Supply Services Corporation does not hold any shares in the Company
"Shenzhen Sinolink"	深圳百仕達實業有限公司(Shenzhen Sinolink Enterprises Co., Ltd.), a sino-foreign equity joint venture established in Shenzhen, the PRC, in which the Company has an indirect equity interest of 80% and the remaining 20% is owned by Shenzhen Power Supply Services Corporation
"Sinolink Development"	Sinolink LPG Development Limited, an indirect wholly-owned subsidiary of the Company, incorporated in British Virgin Islands with limited liability
"Sinolink Investment"	Sinolink Petrochemical Investment Ltd., an indirect wholly-owned subsidiary of the Company, incorporated in British Virgin Islands with limited liability
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

"Vendor"

the Shenzhen Municipal Planning & Land
Resource Bureau

For the purpose of this announcement, unless otherwise indicated, the exchange rates at HK\$1 = RMB1.069 have been used, where applicable, for purpose of illustration only and not constitute a representation that any amount have been, could have been or may be exchanged.

By order of the board of
Sinolink Worldwide Holdings Limited
Yim Chung Leung
Company Secretary

Hong Kong, 10th December, 2001

* *for identification only*

Website: <http://www.irasia.com/listco/hk/sinolink>

Please also refer to the published version of this announcement in the South China Morning Post.