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百仕達控股有限公司*

SINOLINK WORLDWIDE HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 1168)



PANVA GAS HOLDINGS LIMITED

百江燃氣控股有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8132)

DISCLOSURE PURSUANT TO RULE 13.09 OF THE LISTING RULES AND RULE 17.10 OF THE GEM LISTING RULES

PROPOSED NOTES ISSUE DUE 2011

The Boards are pleased to announce that on 16 September 2004, the Company and the Initial Purchasers have entered into a Purchase Agreement pursuant to which the Initial Purchasers have conditionally agreed to purchase the Notes in the aggregate principal amount of US\$200 million, which are unconditionally and irrevocably guaranteed by the Subsidiary Guarantors, each a wholly-owned subsidiary of the Company. The Company and the Subsidiary Guarantor Pledgors have agreed to pledge the Collateral to secure the Notes and the Subsidiary Guarantees.

It is intended that the net proceeds from the Notes Issue will be used to expand the Company's piped gas and LPG businesses and for general corporate purposes.

Approval in principal has been received from the SGX-ST for permission to deal in and quotation of the Notes on the SGX-ST.

Introduction

The Boards are pleased to announce that on 16 September 2004, the Company and the Initial Purchasers have entered into a Purchase Agreement pursuant to which the Initial Purchasers have conditionally agreed to purchase the Notes in the aggregate principal amount of US\$200 million, which are unconditionally and irrevocably guaranteed by the Subsidiary Guarantors, each a wholly-owned subsidiary of the Company. The Company and the Subsidiary Guarantor Pledgors have agreed to pledge the Collateral to secure the Notes and the Subsidiary Guarantees.

Purchase Agreement

Date: 16 September 2004

Issuer: the Company

Purchasers: the Initial Purchasers

Purchase amount: US\$200,000,000

The Notes will be offered only to professional and institutional investors, outside the United States in reliance of Regulation S. None of the Notes are being offered to the public in Hong Kong or will be placed to any connected persons (as defined in the Listing Rules and the GEM Listing Rules respectively) of Sinolink and/or the Company.

The Initial Purchasers are independent of and not connected with any connected persons (as defined in the Listing Rules and the GEM Listing Rules respectively) of Sinolink and/or the Company including their respective directors, chief executives or substantial shareholders (or in the case of the Company, the management shareholders) or their respective subsidiaries or any of their respective associates.

Conditions of the Purchase Agreement

The Purchase Agreement is conditional on the fulfillment of various conditions, including, but not limited to:

- (a) a certificate dated as of the Closing Date from the Company having been received by the Initial Purchasers to the effect that (i) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, since the date of the Purchase Agreement or since the respective dates as of which information is given in the Offering Memorandum; (ii) the representations and warranties contained in the Purchase Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Date; and (iii) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date;
- (b) letters dated the Closing Date from S&P and Moody respectively, or other evidence satisfactory to the Initial Purchasers, having been delivered by the Company to the Initial Purchasers, confirming that the Notes shall be rated at least BB+ by S&P and Ba1 by Moody, and since the date of the Purchase Agreement, no downgrading has occurred in the respective ratings assigned to the Notes or any of the Company's other debt securities by any "nationally recognized statistical rating organization", as that term is defined by the US Securities Exchange Commission for purposes of Rule 436(g)(2) under the Securities Act, and no such securities rating organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of the Notes or any of the Company's other debt;

- (c) approval for listing of the Notes having been received from the SGX-ST at the Closing Date, subject only to official notice of issuance;
- (d) the Notes being eligible for clearance and settlement through Euroclear and Clearstream; and
- (e) the Indenture having been duly executed and delivered in form and substance reasonably satisfactory to the Initial Purchasers.

If any conditions provided in the Purchase Agreement shall not have been fulfilled when and as required to be fulfilled, the Purchase Agreement may be terminated by the Initial Purchasers by notice to the Company at any time at or prior to the Closing Date without liability of any party to any other party except as otherwise provided in the Purchase Agreement.

Subject to the foregoing, the Purchase Agreement is expected to be completed and the Notes to be issued on or around 23 September 2004.

Principal terms of the Notes

Issuer:	the Company
Subsidiary Guarantors:	initially, China Pan River Group Limited, China Overlink Holdings Co., Limited, Sinolink LPG Investment Limited, Singkong Investments Limited and Sinolink Power Investment Limited, and any other Restricted Subsidiary which is required to guarantee the payment of the Notes pursuant to the Indenture and the Notes; provided that Subsidiary Guarantor will not include any person whose Subsidiary Guarantee has been released in accordance with the Indenture and the Notes
The Notes:	US\$200 million aggregate principal amount of 8.25% guaranteed senior notes due 2011
Issue Price:	100%
Subsidiary Guarantee:	Each joint and several guarantee provided by the Subsidiary Guarantors guaranteeing the due and punctual payment of the principal of, premium, if any, and interest on, and all other amounts payable under, the Notes.
Maturity Date:	23 September 2011
Interest:	At the rate of 8.25% per annum, payable semi-annually in arrears on 23 March and 23 September of each year, commencing 23 March 2005.

Denomination:

The Notes will be issued in registered form in denominations of US\$1,000. The Notes will be represented by beneficial interests in the Global Certificate, which will be registered in the name of a nominee of the Common Depository for Euroclear and Clearstream. Beneficial interests in the Global Certificate will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear and Clearstream and their participants. Except as described in the Offering Memorandum, individual certificates for the Notes will not be issued in exchange for beneficial interests in the Global Certificate.

The Notes will trade on the SGX-ST in minimum board lot size of US\$200,000 so long as any of the Notes remain listed on the SGX-ST.

Ranking:

The Notes are:

- general obligations of the Company;
- guaranteed by the Subsidiary Guarantors on a senior basis, subject to certain limitations described under the Offering Memorandum;
- senior in right of payment to any existing and future obligations of the Company expressly subordinated in right of payment to the Notes; and
- at least *pari passu* in right of payment with all other unsecured, unsubordinated indebtedness of the Company (subject to any priority rights of such unsubordinated indebtedness pursuant to applicable law).

After the pledge of the Collateral by the Company and the Subsidiary Guarantor Pledgors, the Notes will:

- be entitled to a first priority lien on the Collateral (subject to any Permitted Liens (as defined in the Indenture)) pledged by the Company; and
- rank effectively senior in right of payment to unsecured obligations of the Company with respect to the value of the Collateral pledged by the Company securing the Notes (subject to any priority rights of such unsecured obligations pursuant to applicable law).

Ranking of Subsidiary Guarantees:

The Subsidiary Guarantee of each Subsidiary Guarantor:

- is a general obligation of such Subsidiary Guarantor;
- is effectively subordinated to secured obligations of such Subsidiary Guarantor, to the extent of the assets serving as security therefor;
- is senior in right of payment to all future obligations of such Subsidiary Guarantor expressly subordinated in right of payment to such Subsidiary Guarantee; and
- ranks at least *pari passu* with all other unsecured, unsubordinated indebtedness of such Subsidiary Guarantor (subject to any priority rights of such unsubordinated Indebtedness pursuant to applicable law).

In addition, after the pledge of the Collateral by the Company as issuer of the Notes and the Subsidiary Guarantor Pledgors as described under the Offering Memorandum, the Subsidiary Guarantee of each Subsidiary Guarantor Pledgor will:

- be entitled to a first ranking security interest in the Collateral (subject to any Permitted Liens (as defined in the Indenture)) pledged by such Subsidiary Guarantor Pledgor, as described under the Offering Memorandum; and
- rank effectively senior in right of payment to the unsecured obligations of such Subsidiary Guarantor Pledgor with respect to the value of the Collateral securing such Subsidiary Guarantee (subject to priority rights of such unsecured obligations pursuant to applicable law).

Security To Be Granted:

The Company has agreed, for the benefit of the holders of the Notes, to pledge, or cause each Subsidiary Guarantor Pledgor to pledge, the Collateral as soon as practicable in order to secure the obligations of the Company under the Notes and the Indenture and the obligations of the Subsidiary Guarantor Pledgors under the Subsidiary Guarantees.

Concurrently with the pledge of the Collateral by the Company and the Subsidiary Guarantor Pledgors for the benefit of the holders of the Notes, the Company will, as required by the terms of the 2008 Bonds, pledge the Collateral for the benefit of the holders of the 2008 Bonds on a *pari passu* basis with its pledge for the benefit of the holders of the Notes.

The Collateral securing the Notes and the Subsidiary Guarantees may be released or reduced in the event of certain asset sales and certain other circumstances. In addition, the Company may incur Permitted *Pari Passu* Secured Indebtedness (as defined in the Indenture) which would be secured by the Collateral on a *pari passu* basis with the Notes and the 2008 Bonds.

Optional Redemption: At any time prior to 23 September 2007, the Company may redeem up to 35.0% of the principal amount of the Notes with the net cash proceeds of one or more sales of its common stock in an offering at a redemption price of 108.25% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to the redemption date.

Change of Control: Upon the occurrence of a Change of Control Triggering Event (as defined in the Indenture), the holders of the Notes will have the right to require the Company to repurchase the Notes, in whole or in part, at a price equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to the date of purchase.

Redemption for Taxation Reasons: Subject to certain exceptions, the Company may redeem the Notes, in whole but not in part, at its option, at a redemption price equal to their principal amounts, plus accrued and unpaid interest to the redemption date, and additional amounts due thereon, if any, if, as a result of certain changes in the laws, treaties, regulations or rulings (or the application or interpretation thereof) affecting Cayman Islands or Hong Kong taxes, the Company would be required to pay certain additional amounts as described in the Offering Memorandum.

Certain Covenants:

The Notes, the Indenture and the Subsidiary Guarantees will limit the Company's ability and the ability of its Restricted Subsidiaries to, among other things:

- incur additional indebtedness;
- declare dividends on capital stock or purchase or redeem capital stock;
- make investments or other specified restricted payments;
- issue or sell capital stock of Restricted Subsidiaries;
- guarantee indebtedness;
- sell assets;
- create liens;
- enter into sale and leaseback transactions;
- enter into agreements that restrict the Restricted Subsidiaries' ability to pay dividends, transfer assets or make intercompany loans;
- enter into transactions with equity holders or affiliates; and
- effect a consolidation or merger.

These covenants will be subject to a number of important qualifications and exceptions described in the Offering Memorandum.

Suspension of Certain Covenants:

Under the Indenture, in the event that the Notes receive an investment grade rating from both S&P and Moody and no event of default under the Indenture is continuing, certain of the covenants under the Indenture will cease to apply to the Company and the Restricted Subsidiaries. In the event that an event of default occurs and is continuing or one or both of the rating agencies withdraws its ratings or downgrades the ratings of the Notes below the required investment grade rating, then the Company and the Restricted Subsidiaries will thereafter again be subject to the suspended covenants.

Certain Events of Default:

Events of default include failure to pay principal, interest or additional amounts, and also the loss of certain material licences as provided for in the Indenture.

Transfer Restrictions:	The Notes have not been and will not be registered under the Securities Act and are subject to certain restrictions on transfer.
Further Issues:	The Company may from time to time, without the consent of the holders of the Notes, create and issue further securities having the same terms and conditions as the Notes in all respects. Any further issue will be consolidated with, and form a single series with, the Notes sold in this Notes Issue.
Governing Law:	The Notes and the Indenture will be governed by, and construed in accordance with, the laws of Hong Kong.
Ratings:	The Notes have been rated BB+ by S&P and Ba1 by Moody.
Listing:	Approval in principle has been received from the SGX-ST for permission to deal in and quotation of the Notes on the SGX-ST. Such permission will be granted after the Notes have been admitted to the Official List of the SGX-ST.

Use of proceeds

The aggregate net proceeds from the proposed Notes Issue, after deducting underwriting discounts and commissions and payment of offering expenses, are estimated to be approximately US\$196.48 million. It is intended that such net proceeds will be used to expand the Company's piped gas and LPG businesses and for general corporate purposes.

Reasons for and benefits of the proposed Notes Issue

The terms of the Purchase Agreement have been arrived at after arm's length negotiations between the Company and the Initial Purchasers and are on normal commercial terms. The Boards consider that the terms of the Purchase Agreement are fair and reasonable and the Notes Issue is in the interests of the Company. It will raise funds for the Company to expand its piped gas and LPG businesses and for general corporate purposes. Since the Notes are not convertible, it will not cause any dilution to the shareholding of the existing shareholders of the Company (including Sinolink).

Definitions

In this announcement, the following capitalised terms shall have the following meanings:

“2008 Bonds”	the 2% convertible bonds of the Company due 2008
“Boards”	the respective boards of directors (including the non-executive directors) of Sinolink and the Company
“Clearstream”	Clearstream Banking, <i>société anonyme</i>

“Closing Date”	the fifth business day after the date of the Purchase Agreement, or such other date not later than ten business days after such date as shall be agreed upon by the Initial Purchasers and the Company
“Collateral”	the entire issued share capital of China Pan River Group Limited, China Overlink Holdings Co., Limited, Sinolink LPG Investment Limited, Singkong Investments Limited and Sinolink Power Investment Limited
“Common Depository”	The Bank of New York
“Company”	Panva Gas Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed and traded on the Growth Enterprise Market of the Stock Exchange
“Euroclear”	Euroclear Bank S.A./N.V., as operator of the Euroclear System
“GEM Listing Rules”	the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange
“Global Certificate”	the global certificate representing the Notes that will be registered in the name of a nominee for the Common Depository of Euroclear and Clearstream
“Indenture”	the indenture to be entered into by the Company and The Bank of New York including, where the context so permits, all other persons or companies acting as trustee or trustees under the indenture on or around 23 September 2004
“Initial Purchasers”	Merrill Lynch International, Morgan Stanley & Co. International Limited, and any other initial purchaser substituted in accordance with the Purchase Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“LPG”	liquefied petroleum gas
“Moody”	Moody’s Investors Services, Inc.
“Notes”	US\$200 million aggregate principal amount of 8.25% guaranteed senior notes due 2011, to be issued by the Company
“Notes Issue”	the issue of the Notes under the Indenture pursuant to the terms and conditions of the Purchase Agreement

“Offering Memorandum”	the preliminary offering memorandum dated 10 September 2004 issued by the Company or a final offering memorandum to be issued by the Company both in connection with the Notes Issue, whichever is the most recent as at the relevant time
“Purchase Agreement”	the conditional purchase agreement dated 16 September 2004 entered into by the Company and the Initial Purchasers relating to the purchase of the Notes
“Regulation S”	Regulation S under the Securities Act
“Restricted Subsidiary(ies)”	any subsidiary(ies) of the Company not being <ul style="list-style-type: none"> (i) any subsidiary(ies) of the Company that at the time of determination shall be designated an unrestricted subsidiary by the Company’s board of directors; and (ii) any subsidiary(ies) of the unrestricted subsidiary as designated aforesaid.
“S&P”	Standard & Poor’s Ratings Group, Inc.
“Securities Act”	the US Securities Act of 1933 as amended
“SGX-ST”	the Singapore Exchange Securities Trading Limited
“Sinolink”	Sinolink Worldwide Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“Stock Exchange”	the Stock Exchange of Hong Kong Limited
“Subsidiary Guarantee(s)”	any guarantee(s) and indemnity(ies) of the obligations of the Company under the Indenture and the Notes by the Subsidiary Guarantor(s)
“Subsidiary Guarantor(s)”	initially, China Pan River Group Limited, China Overlink Holdings Co., Limited, Sinolink LPG Investment Limited, Singkong Investments Limited and Sinolink Power Investment Limited, and any other Restricted Subsidiary which is required to guarantee the payment of the Notes pursuant to the Indenture and the Notes; provided that Subsidiary Guarantor will not include any person whose Subsidiary Guarantee has been released in accordance with the Indenture and the Notes

“Subsidiary Guarantor
Pledgor(s)”

any Subsidiary Guarantor(s) required to pledge the Collateral to secure the obligations of the Company under the Notes and the Indenture and of such Subsidiary Guarantor under its Subsidiary Guarantee

“United States”

the United States of America

By Order of the Board of
SINOLINK WORLDWIDE HOLDINGS LIMITED
OU Yaping
Chairman

By Order of the Board of
PANVA GAS HOLDINGS LIMITED
CHEN Wei
Managing Director

16 September 2004, Hong Kong

** For identification purpose only*

As at the date of this announcement, the Boards comprise of:

**SINOLINK WORLDWIDE
HOLDINGS LIMITED**

PANVA GAS HOLDINGS LIMITED

Executive Directors:

OU Yaping (*Chairman*)
TANG Yui Man, Francis
(*Chief Executive Officer*)
CHEN Wei
LAW Sze Lai

Executive Directors:

OU Yaping (*Chairman*)
TANG Yui Man, Francis (*Vice Chairman*)
CHEN Wei (*Managing Director*)
LI Fujun
ZHANG Keyu
SHEN Lian Jin

Independent Non-executive Directors:

LI Zhi Xiang
XIN Luo Lin
Davin A. MACKENZIE

Non-executive Directors:

FOK Kin-ning, Canning
TO Chi Keung, Simon
(*alternate director to FOK Kin-ning, Canning*)

Independent Non-executive Directors:

CHEUNG Hon Kit
LI Xiao Ru

This announcement, for which the directors of Panva Gas Holdings Limited collectively and individually accept full responsibility, includes particulars given in compliance with the Rules Governing the Listing of Securities on the Growth Enterprises Market of the Stock Exchange for the purpose of giving information with regard to Panva Gas Holdings Limited. The directors of Panva Gas Holdings Limited, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief:- (i) the information contained in this announcement is accurate and complete in all material respects and no misleading; (ii) there are no other matters the omission of which would make any statement in this announcement misleading; and (iii) all opinions expressed in this announcement have been arrived at after due and careful consideration and are founded on bases and assumptions that are fair and reasonable.

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