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(Incorporated in Bermuda with limited liability)

# ANNOUNCEMENT RELATING TO AGREEMENTS WITH LOCO HONGKONG LIMITED

The Board is pleased to announce that the Company entered into the conditional Agreements with LOCO HK on 2 December 2003.

Pursuant to the conditional Consultancy Agreement, LOCO HK has agreed to exclusively appoint the Company, and the Company has agreed, to provide consultancy and other services to LOCO HK Group on an exclusive basis in respect of the Business in the Territory upon and subject to the terms and conditions as set out in the Consultancy Agreement. Under the Consultancy Agreement, the Company is entitled to receive the Consultancy Fee as described below.

Pursuant to the conditional Supply Agreement, LOCO HK has agreed to appoint the Company on a non-exclusive basis, and the Company has agreed to accept the appointment, as the supplier to (or procure the Designated Entities to) provide, supply, sell, deliver or transfer the Goods to LOCO HK Group during the term of the Supply Agreement provided that the terms and conditions and prices of each provision, supply, sale, delivery or transfer shall be agreed by members of LOCO HK Group and the Group from time to time subject to the provisions set out in the Supply Agreement.

The Agreements will become effective upon publication in newspapers of this announcement.

Trading in the shares of the Company on the Stock Exchange was suspended at the request of the Company with effect from 9:30 a.m. on 2 June 2003 and the shares will remain suspended and a further announcement on the status of suspension will be made as soon as possible.

The Board is pleased to announce that the Company entered into the conditional Agreements on 2 December 2003.

Pursuant to the conditional Consultancy Agreement, LOCO HK has agreed to exclusively appoint the Company, and the Company has agreed, to provide consultancy and other services, which include technical support for dealing and settlement of transactions, and promotion and marketing support to LOCO HK Group on an exclusive basis in respect of the Business in the Territory upon and subject to the terms and conditions as set out in the Consultancy Agreement.

Pursuant to the conditional Supply Agreement, LOCO HK has agreed to appoint the Company on a non-exclusive basis, and the Company has agreed to accept the appointment, as the supplier to (or procure the Designated Entities to) provide, supply, sell, deliver or transfer the Goods to LOCO HK Group during the term of the Supply Agreement provided that the terms and conditions and the prices of each provision, supply, sale, delivery or transfer are subject to agreement by members of LOCO HK Group and the Group from time to time subject to the provisions set out in the Supply Agreement.

### CONSULTANCY AGREEMENT DATED 2 DECEMBER 2003

Parties: (1) LOCO HK; and

(2) the Company

LOCO HK is ultimately wholly and beneficially owned by Mr. Li Ka-shing ("Mr. Li"), the chairman of Cheung Kong and Hutchison. As at 2 December 2003, Cheung Kong is indirectly interested in 392,520,419 Shares, 8,838,612 Preference Shares, 33,900,000 Preference Shares B and the Zero Bonds in the principal amount of HK\$28,410,321, and having security interest over the Zero Bonds in the principal amount of HK\$59,687,210 while Hutchison is indirectly interested in 17,380,000 Shares, 1,980,971 Preference Shares and 33,900,000 Preference Shares B. By virtue of the Securities and Futures Ordinance, Cap.571 ("SFO"), Mr. Li, being the settlor and may being regarded as a founder of each of The Li Ka-Shing Unity Discretionary Trust and another discretionary trust for the purpose of the SFO, Li Ka-Shing Unity Trustee Corporation Limited, Li Ka-Shing Unity Trustcorp Limited, Li Ka-Shing Unity Trustee Company Limited and Cheung Kong are all deemed to be interested in approximately 26.22% of the issued share capital of the Company as at the date of this announcement. Each of Mr. Li and LOCO HK is an independent third party not connected with the directors, chief executive or substantial shareholders of the Company or any of its subsidiaries or an associate of any of them.

# Major terms of the Consultancy Agreement

- The term of the Consultancy Agreement commences from the date on which the Consultancy Agreement becomes unconditional up to three years from that day; or the date of termination of the Consultancy Agreement as disclosed under the section headed "Termination of the Consultancy Agreement" below, whichever is the earlier;
- LOCO HK exclusively appoints the Company and the Company accepts the appointment by LOCO HK to provide consultancy and other services to LOCO HK Group on an exclusive basis in connection with the development and operation of the Business by LOCO HK Group in the Territory upon and subject to the terms and conditions of the Consultancy Agreement;
- The Company shall provide or procure members of the Group to provide advisory and consultancy services, provision of infrastructure, expertise and marketing support, training, the Accounting Information, information on customers and clients, and provision of information and reporting on performance of obligations and duties under the Consultancy Agreement to LOCO HK Group for the conduct of the Business of LOCO HK Group in the Territory; and
- For the purposes of the Consultancy Agreement, the Company is one of the pre-approved clients of LOCO HK and the Company may, as principal, trade with and enter into transactions with LOCO HK in the carrying on of the Business subject to such terms and conditions imposed by LOCO HK at its absolute discretion from time to time.

#### **Non-Competition**

The Company agrees not to do or permit any of the following without the prior written consent of LOCO HK during the term of the Consultancy Agreement:

- (a) either solely or jointly with or on behalf of any other person (including person, firm or corporation) directly or indirectly carry on or be engaged or interested (except as the holder, for investment, of securities representing less than 5% of the entire issued share capital of a company dealt in on a recognised stock exchange) in any business competing with the Business of LOCO HK Group in the Territory;
- (b) solicit in the Territory any person (including person, firm or corporation) who is or has been at any time a customer or client of LOCO HK Group for the purpose of offering to that person (including person, firm or corporation) goods and/or services similar to or competing with those of the Business of LOCO HK Group; or
- (c) solicit or entice away, or endeavour to solicit or entice away, any employee of LOCO HK Group provided that (a) and (b) above shall not prohibit:
- (1) the Group to continue to conduct business with retail customers who are natural persons provided that if the Group's conduct of business with its customers from time to time requires trade facilities and/or supply of precious metals to its customers (including but not limited to gold) (the "Facilities"), the Company shall, in each such circumstance, procure the provision of such Facilities by LOCO HK to the Group unless LOCO HK determines not to provide such Facilities. For the avoidance of doubt, LOCO HK has the absolute discretion to determine whether to provide such Facilities; and
- (2) the performance by the Company of the obligations under (a) the Consultancy Agreement; and (b) the Supply Agreement to provide, supply, sell, deliver, or transfer the Goods to LOCO HK Group pursuant to the terms of the Supply Agreement.

The Company further agrees not to do or permit any of the matters as referred to in above without the prior written consent of LOCO HK for a period of six months from the expiry of the term or termination of the Consultancy Agreement.

The Board, after considering the benefits derived from the Agreements, has accepted the non-competition clause above.

#### Consultancy Fee

1. The consideration

In consideration of the obligations undertaken by the Company under the Consultancy Agreement and subject to due compliance of the terms of the Consultancy Agreement by the Company, LOCO HK shall during the term of the Consultancy Agreement pay to the Company the Consultancy Fee in each Financial Period which shall be the higher of:

- (1) HK\$1.00 per annum; and
- (2) 30% of the net profits (after deduction of the Consultancy Fee) distributable to members of LOCO HK as dividends as shown in the audited accounts of LOCO HK in respect of such Financial Period.

The Consultancy Fee shall be inclusive of all disbursements and expenses (if any) incurred for performance of duties and obligations under the Consultancy Agreement by the Group save as otherwise agreed by the parties to the Consultancy Agreement in writing.

- 2. Payment of the Consultancy Fee
- The Consultancy Fee for a Financial Period shall be payable by LOCO HK to the Company at quarterly intervals. After 45 days from a Quarter End Day, LOCO HK shall pay to the Company an amount representing the Consultancy Fee accrued up to such Quarter End Day based on the management accounts of LOCO HK up to such Quarter End Day subject to necessary adjustments provided for in the Consultancy Agreement.
- 3. Post-Financial Period adjustments of the Consultancy Fee
  After the end of a Financial Period during the term of the Consultancy Agreement,
  - (a) if the aggregate amount of all the Consultancy Fee paid during the relevant Financial Period exceeds the Consultancy Fee determined by reference to the audited accounts of LOCO HK (the excess amount is referred to as the "Excess"), the Company shall refund the Excess within 14 days from the date of issue of the audited accounts of LOCO HK for the relevant Financial Period; or
  - (b) if the aggregate amount of all the Consultancy Fee paid during the relevant Financial Period is less than the Consultancy Fee determined by reference to the audited accounts of LOCO HK (the shortfall amount is referred to as the "Shortfall"), LOCO HK shall pay to the Company the Shortfall within 14 days from the date of issue of the audited accounts of LOCO HK for the relevant Financial Period.

Payment of Consultancy Fee after termination of the Consultancy Agreement If the Consultancy Agreement is terminated in accordance with the terms therein.

- (i) LOCO HK shall pay to the Company the Consultancy Fee determined under the Consultancy Agreement accrued up to the date of termination (based on the management accounts of LOCO HK except where the date of termination falls on the end of a Financial Period, the Consultancy Fee shall be determined based on the audited accounts of LOCO HK of that Financial Period) less all the Consultancy Fee paid during the Financial Period within 90 days after the date of termination (or 14 days from the date of issue of the audited accounts of LOCO HK if the Consultancy Agreement is terminated as at the end of a Financial Period); or
- (ii) in the case the Consultancy Fee determined under the Consultancy Agreement accrued up to the date of termination (based on the management accounts of LOCO HK except where the date of termination falls on the end of a Financial Period, the Consultancy Fee shall be determined based on the audited accounts of LOCO HK of that Financial Period) is less than the amount of all Consultancy Fee paid during the Financial Period, the Company shall, within 90 days after the date of termination (or 14 days from the date of issue of the audited accounts of LOCO HK if the Consultancy Agreement is terminated as at the end of a Financial Period), pay to LOCO HK the amount representing the difference

provided that if the termination is, in the absolute opinion of LOCO HK, resulted from any material breach of any provision of the Consultancy Agreement by the Company, the Company (a) shall not be entitled to any Consultancy Fee accrued up to the date of termination in the Financial Period in which the termination takes place; and (b) shall, at the absolute discretion of LOCO HK, refund all or any part of the Consultancy Fee paid to the Company during the Financial Period in which the termination takes place.

# Conditions of the Consultancy Agreement

The Consultancy Agreement shall be conditional upon fulfilment of the following:

- (i) the publication in newspapers of an announcement by the Company, the form and content of which shall be approved by the Stock Exchange in relation to the transactions contemplated under the Agreements ("Announcement") on or before the date falling 7 days after the date of the Consultancy Agreement or such other date as the Stock Exchange may prescribe but in any event no later than 14 days from the date of the Consultancy Agreement or such date as otherwise agreed by LOCO HK (the "Announcement Long-Stop Date"); and
- (ii) the simultaneous execution of the Supply Agreement by the Company and LOCO HK on the date of the Consultancy Agreement.

If the above condition (i) is not fulfilled on or before the Announcement Long-Stop Date; or the condition (ii) is not fulfilled on the date of the Consultancy Agreement, the Consultancy Agreement shall lapse and be of no further effect and no party to the Consultancy Agreement shall have any claim against, or liability or obligation (save for antecedent breaches of the Consultancy Agreement) to the other party.

Representations, warranties and guarantees by the Company under the Consultancy Agreement Under the Consultancy Agreement, the Company represents, warrants and guarantees that all the Goods and Funds shall:

- (i) in relation to the Goods provided, supplied, sold, delivered or transferred by the Group under the Supply Agreement, be from the Group pursuant to the Supply Agreement; and
- (ii) in relation to gold, be 99.99% (or such other percentage specified by LOCO HK Group from time to time) in terms of purity; and
- (iii) be genuine and not be counterfeit products; and
- (iv) be obtained lawfully and properly from lawful and proper channels and sources; and in particular, they are not the subject of or otherwise directly or indirectly connected with or involved in any respect in any money laundering or terrorist financing activities and they are not the stolen goods or otherwise directly or indirectly connected with or involved in any respect in any forgery, theft or criminal activities; and
- (v) be identical to the specification and request prescribed by LOCO HK Group from time to time.

#### Termination of the Consultancy Agreement

The Consultancy Agreement may be terminated by LOCO HK forthwith at any time during the term of the Consultancy Agreement by giving to the Company a written notice specifying the effective date of termination either with or without any reason therefor, or upon happening of any of the following events:

- (a) the Company is, in the absolute opinion of LOCO HK, in material breach of any provision in the Consultancy Agreement; or
- (b) LOCO HK at its absolute discretion considers that any duty or obligation performed by the Company pursuant to the Consultancy Agreement is unsatisfactory or do not meet the requirement or expectation of LOCO HK; or
- (c) the Company is voluntarily or involuntarily dissolved or is insolvent; or
- (d) an order is made or resolution is passed or a notice is issued convening a meeting for the purpose of passing a resolution or any analogous proceedings are taken for the appointment of an administrator or judicial manager of or the winding up of the Company, other than a members' voluntary liquidation solely for the purpose of a bona fide amalgamation or reconstruction; or
- (e) the Company compounds with its creditors or has a receiver appointed over all or any part of its assets or a judicial manager is appointed in respect of the property of the Company; or
- (f) the Company ceases to carry on its business; or
- (g) the Company, any member of the Group or any of the persons (including person, firm and corporation) carrying out the duties of the Company under the Consultancy Agreement (including but not limited to any employee, labour, agent, contractor and representative of the Company or members of the Group) is the subject of civil or criminal proceedings which, in the absolute opinion of LOCO HK, will or may affect the Company in discharging its duties and obligations or otherwise in compliance with any provision under the Consultancy Agreement; or will or may affect the goodwill and/or reputation of LOCO HK Group, directors, employees, agents or representatives of LOCO HK Group; or
- (h) any event which shall trigger termination of the Supply Agreement in accordance with the provisions thereunder.

In the event that both Mr. Chan Fat Chu, Raymond and Mr. Chan Fat Leung, Alexander cease to be Directors, each of the Company and LOCO HK is entitled to terminate the Consultancy Agreement by giving to the other party a notice of termination in writing specifying the effective date of termination.

Upon termination of the Consultancy Agreement, the Company will be bound by the Consultancy Agreement not to do or permit any of the matters as referred to under the section headed "Non-Competition" above for a period of six months from the termination thereof without the prior written consent of LOCO HK.

#### SUPPLY AGREEMENT DATED 2 DECEMBER 2003

Parties: (1) LOCO HK

(2) the Company

## Major terms of the Supply Agreement

- Under the Supply Agreement, LOCO HK has agreed to appoint the Company and the Company has agreed to accept the appointment, as the supplier to (or procure the Designated Entities to) provide, supply, sell, deliver or transfer the Goods to LOCO HK Group during the term of the Supply Agreement provided that the terms and conditions and the prices of each provision, supply, sale, delivery or transfer are subject to agreement by members of LOCO HK Group and the Group from time to time (the "Individual Agreement(s)") and subject to the provisions of the Supply Agreement. Such terms and conditions and prices will be determined with reference to prevailing market and commercial conditions.
- LOCO HK shall have the absolute discretion to add entities on the list of the Designated Entities from time to time.
- The Supply Agreement is non-exclusive, during the term of the Supply Agreement, LOCO HK Group can directly approach the Designated Entities for the purpose of conducting and operating the Business in the Territory without first requesting or instructing the Group to do so.
- The term of the Supply Agreement commences from the date on which the Supply Agreement becomes unconditional up to three years from that day; or the date of termination of the Supply Agreement, whichever is the earlier.

Representations, warranties and guarantees by the Company under the Supply Agreement In relation to (1) the Goods provided, supplied, sold, delivered or transferred to LOCO HK Group or otherwise dealt with by the Group pursuant to the Supply Agreement and the Individual Agreement(s); and (2) the Funds, the Company makes representations, warranties and guarantees similar to those described under items (ii) to (v) under the section headed "Representations, warranties and guarantees by the Company under the Consultancy Agreement" in the above. In addition, the Company represents, warrants and guarantees that in relation to the Goods provided, sold, supplied, delivered or transferred to LOCO HK Group by the Group for the purpose of further processing or otherwise in connection with the conduct of the Business of LOCO HK Group or the activities appointed by LOCO HK Group under the Consultancy Agreement; they are legally and beneficially owned by the Group immediately prior to provision, sale, supply, delivery or transfer to the LOCO HK Group and the Group has the right and title to provide, sell, supply, deliver or transfer legal and beneficial ownership of such Goods to LOCO HK Group.

# Conditions of the Supply Agreement

The Supply Agreement shall be conditional upon the simultaneous execution of the Consultancy Agreement and the fulfilment of the conditions under the Consultancy Agreement. If the Consultancy Agreement lapses pursuant to the terms therein, the Supply Agreement shall automatically lapse and be of no further effect and no party to the Supply Agreement shall have any claim against, or liability or obligation (save for antecedent breaches of the Supply Agreement) to the other party.

#### **Termination**

The Supply Agreement shall be terminated upon termination of the Consultancy Agreement in accordance with the terms contained therein.

The Supply Agreement may be terminated by LOCO HK forthwith by giving to the Company a written notice specifying the effective date of termination either with or without any reason, or upon happening of the following events:

- (i) the Company is, in the absolute opinion of LOCO HK, in material breach of any provision of the Supply Agreement;
- (ii) any events described in items (b) to (g) under the section headed "Termination of the Consultancy Agreement" in the above (except that all references to the "Consultancy Agreement" shall be replaced with the "Supply Agreement").

# REASONS FOR ENTERING INTO THE AGREEMENTS

Under the terms of the Consultancy Agreement, the Company is one of the pre-approved clients of LOCO HK and the Company may, as principal, trade with and enter into transactions with LOCO HK in the carrying on of the Business. The Company considers this will materially enhance the client base and hence raise the market profile of the Group.

The Agreements form part of the expansion plan of the Company because:

- a. the gold price under the proposed business of LOCO HK is based on gram which is in line with the current growing Asian market trend and such pricing mechanism will more effectively serve market demands and facilitate expansion in the Territory; and
- b. the business under the Agreements is a product expansion of the Company and could save the time and costs of the Company in obtaining facilities from international bullion houses and banks.

In addition, competition in the bullion industry is keen and by entering into the Agreements, the Company may be able to obtain trade facilities from LOCO HK thus enhancing the Company's ability to increase its trading volume and business.

The Company considers that the entering into of the Agreements could enhance the earning base of the Group and is in the best interests of the Company and its shareholders. Moreover, the Board believes that this business arrangement will enhance the global corporate profile of the Company and strengthen its competitiveness.

Taking as a whole of the terms of the Agreements and in consideration of the expected commercial benefits to the Company, the majority of the Board (including one independent non-executive director) opines that the Agreements are in the best interest of the shareholders and the terms are fair and reasonable and beneficial to the Company.

#### **GENERAL**

The Agreements will become effective upon publication in newspapers of this announcement.

Shareholdings (existing and upon full conversion of all convertible securities) in the Company held by Cheung Kong and Hutchison

and fruitenson	Cheung Existing	Upon conversion of all convertible securities, the number of ordinary shares held (Note 1)	Hut Existing	Upon conversion of all convertible securities, the number of ordinary shares held (Note 1)
Ordinary shares	392,520,419	392,520,419	17,380,000	17,380,000
Preference Shares	8,838,612	18,276,700	1,980,971	4,096,300
Preference Shares B	33,900,000	33,900,000	33,900,000	33,900,000
Zero Bonds (Note 2)	HK\$28,410,321	1,420,516,050		
No. of ordinary shares held	392,520,419	1,865,213,169	17,380,000	55,376,300
Issued/enlarged issued share capital	18,706,642,373	20,217,331,423 (Note 3)	18,706,642,373	20,217,331,423 (Note 3)
% to issued/enlarged issued share capital	2.10%	9.23%	0.09%	0.27%

## Notes:

- 1. Assume full conversion based on conversion price applicable to the respective securities on the date of this announcement.
- 2. In addition, Commodity Online Limited, a wholly-owned subsidiary of the Company, had issued a promissory note to Midro Limited, a wholly-owned subsidiary of Cheung Kong, on 15 July 2003, pursuant to which Zero Bonds in the principal amount of HK\$59,687,210 held by Commodity Online Limited had been pledged to Midro Limited as collateral. The security interest is convertible into 2,984,360,500 shares in the capital of the Company at the conversion price of HK\$0.02 each, subject to adjustment. Such security interest is not included in the relevant columns in the above table.
- 3. The issued share capital is enlarged to include ordinary shares to be issued upon full conversion of all convertible securities held by Cheung Kong (excluding the security interest over the Zero Bonds) and Hutchison.

#### SUSPENSION OF TRADING

Trading in the shares of the Company on the Stock Exchange was suspended at the request of the Company with effect from 9:30 a.m. on 2 June 2003 and the shares will remain suspended and a further announcement on the status of suspension will be made as soon as possible.

#### **DEFINITIONS**

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

"Agreements"

the Consultancy Agreement and the Supply Agreement

"Accounting Information"

all relevant information, details, records, statements of account and such other information as LOCO HK may require in respect of any calendar month during the term of the Consultancy Agreement to enable LOCO HK to prepare its management accounts

"associate"

has the meaning as defined under the Listing Rules

"Board"

the board of Directors

"Business"

- (a) refining, moulding, wholesaling and trading of gold bullion, precious metals and bullion financing of customers and clients of LOCO HK Group;
- (b) creation and maintenance of a new platform to facilitate the trading of physical kilo gold bars in the Territory

or such other business(es) as LOCO HK may in its absolute discretion determine from time to time

"Cheung Kong"

Cheung Kong (Holdings) Limited, a company incorporated in Hong Kong with limited liability and the securities of which are listed on the Stock Exchange

"Company"

RNA Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange

"Consultancy Agreement"

the conditional consultancy agreement dated 2 December 2003 entered into between the Company and LOCO HK, pursuant to which the Company agreed to provide consultancy and other services to LOCO HK Group in connection with the development and operations of the Business of LOCO HK

"Consultancy Fee"

the fee payable by LOCO HK to the Company for discharge of the Company's obligations under the Consultancy Agreement, which shall be calculated and payable in accordance with the Consultancy Agreement

"Designated Entities"

such entities (including banks and bullion banks) referred to in the Supply Agreement regarding transactions contained under the Supply Agreement who are independent third parties not connected with the directors, chief executive, substantial shareholders of the Company, any of its subsidiaries or an associate of any of them

"Directors"

the directors of the Company

"Financial Period"

a financial period of LOCO HK commencing from 1 January to 31 December of each calendar year provided that the first such financial period of LOCO HK shall run from the date of incorporation of LOCO HK to 31 December 2004

"Funds"

the legal tender, cash, funds, proceeds, remittances, foreign exchange, telegraphic transfers provided to, received from or paid to or transferred to or from any third party during the course of the Business of LOCO HK Group

"Goods"

all the precious metals (including but not limited to gold (in the form of bullion, scrap or otherwise)) supplied (in the case of the Supply Agreement only), handled, manufactured, processed or otherwise dealt with by the Company or members of the Group to or for LOCO HK Group in connection with the Business

"Group"

the Company and its subsidiaries

"Hong Kong"

The Hong Kong Special Administrative Region of the PRC

"HK\$"

the lawful currency of Hong Kong

"Hutchison" Hutchison Whampoa Limited, a company incorporated in Hong Kong

with limited liability and the securities of which are listed on the

Stock Exchange

"Listing Rules" the Rules Governing the Listing of Securities on the Stock Exchange

"LOCO HK" LOCO HONGKONG LIMITED, a company incorporated in Hong

Kong with limited liability on 15 August 2003

"LOCO HK Group" LOCO HK and its subsidiaries

"PRC" People's Republic of China

"Preference Shares" 10,819,583 convertible preference shares of the Company of par value

of HK\$1.00 each with notional value of HK\$5.00 each convertible

at the adjusted conversion price of HK\$2.418

"Preference Shares B" 67,800,000 convertible preference shares of the Company of par value

of HK\$1.00 each convertible at the adjusted conversion price of

HK\$1.00 each

"Quarter End Day" 31 March, 30 June or 30 September

"Share(s)" Ordinary share(s) of HK\$0.001 each in the capital of the Company

"Stock Exchange" The Stock Exchange of Hong Kong Limited

"Supply Agreement" the conditional agreement dated 2 December 2003 entered into

between the Company and LOCO HK, pursuant to which LOCO HK has agreed to appoint the Company, and the Company has agreed to accept the appointment, as the supplier to (or procure the Designated Entities to) provide, supply, sell, deliver or transfer the Goods to LOCO HK Group the Goods during the term of the Supply

Agreement

"Territory" means Hong Kong, the PRC, Taiwan, India and Penang in Malaysia

or such other places as LOCO HK may determine from time to time

"Zero Bonds" HK\$423,348,061.84 3-year zero coupon convertible bonds of the

Company due on 15 July 2006

By Order of the Board RNA Holdings Limited Chan Fat Chu, Raymond

Chairman

Hong Kong, 2 December 2003

Please also refer to the published version of this announcement in The Standard.