

## **DISCLOSURE PURSUANT TO PRACTICE NOTE 19 OF THE LISTING RULES**

As at 21st March, 2002, being the date of this report, circumstance which will trigger events of default of the Company under the banking facility document as far as the obligation of the controlling shareholder is concerned is as follows:-

On 16th January, 2002, the Company had entered into a loan agreement (the “Loan Agreement”) with, inter alios, a syndicate of banks relating to a loan facility of up to US\$50,000,000 (the “Loan”). The Loan will be made available to the Company by way of a revolving loan facility during the 12-month period after the date of the Loan Agreement, and any principal amount of the Loan outstanding as at the date falling 12 months after the date of the Loan Agreement will automatically be converted into a term loan with a final repayment date falling 36 months after the date of the Loan Agreement. Under the Loan Agreement, it would be an event of default if Kailey Investment Ltd., the controlling shareholder of the Company as defined in the Listing Rules, ceases to be the single largest controlling shareholder of the Company. If such an event of default occurs, all amounts outstanding in respect of the Loan would become immediately due and payable by the Company.