

Report of the Directors

董事會報告書

董事會謹此提呈截至二零零二年十二月三十一日止年度之年報及經審核之賬目。

The Board of Directors (the "Directors") would like to submit their annual report together with the audited accounts for the year ended 31 December 2002.

主要業務及經營地區分析

本公司之主要業務為投資控股。各附屬公司之主要業務及其他摘要載於賬目附註13。

Principal activities and geographical analysis of operations

The principal activity of the Company is investment holding. The principal activities and other particulars of the subsidiaries are set out in Note 13 to the accounts.

本集團於年內之業務及地區分類分析載於賬目附註3。

An analysis of the Group's performance for the year by business and geographical segments is set out in Note 3 to the accounts.

業績及分派

本集團本年度之業績載於第53頁之綜合損益表。

Results and appropriations

The results of the Group for the year are set out in the consolidated profit and loss account on page 53.

董事會不建議派發截至二零零二年十二月三十一日止年度之股息(二零零一年：無)。

The Directors do not recommend the payment of dividend for the year ended 31 December 2002 (2001: Nil).

固定資產

本集團之固定資產於本年度之變動情況載於賬目附註12。

Fixed assets

Movements in fixed assets of the Group during the year are set out in Note 12 to the accounts.

股本

本公司之股本情況載於賬目附註26。

Share capital

Details of the Company's share capital are set out in Note 26 to the accounts.

儲備

本集團及本公司於本年度之儲備變動情況載於賬目附註27。

Reserves

Movements in reserves of the Group and the Company during the year are set out in Note 27 to the accounts.

董事

本年度內及截至本報告書日期止之在任董事如下：

高德柱
 王幸東
 閻西川 (於二零零二年八月二日獲委任)
 李世銘
 何小麗 (於二零零二年二月二十七日獲委任)
 譚惠珠 (獨立非執行)
 林 濬 (獨立非執行)
 馬紹援 (獨立非執行，
 於二零零二年十一月五日獲委任)

根據本公司之公司細則第102條，閻西川先生及馬紹援先生均任滿告退，惟具資格並願意膺選連任。

根據本公司之公司細則第111條A項，林濬先生任滿告退惟具資格並願意膺選連任。

董事之服務合約

所有擬膺選連任之董事概無與本公司或其任何附屬公司訂立任何於一年內由僱用公司予以終止而需作出賠償(一般法定賠償除外)之未屆滿服務合約。

Directors

The Directors who held office during the year and up to the date of this report were:

Gao Dezhu
 Wang Xingdong
 Yan Xichuan (appointed on 2 August 2002)
 Li Shiming
 He Xiaoli (appointed on 27 February 2002)
 Tam Wai Chu, Maria (Independent Non-executive)
 Lam Chun, Daniel (Independent Non-executive)
 Selwyn Mar (Independent Non-executive, appointed on 5 November 2002)

Mr. Yan Xichuan and Mr. Selwyn Mar retire from office in accordance with Article 102 of the Company's Bye-Laws and, being eligible, offer themselves for re-election.

Mr. Lam Chun, Daniel retires from office in accordance with Article 111(A) of the Company's Bye-Laws and, being eligible, offers himself for re-election.

Directors' service contracts

No Director proposed for re-election at the forthcoming annual general meeting has an unexpired service contract which is not determinable by the Company and any of its subsidiaries within one year without payment of compensation, other than normal statutory obligations.

董事之證券權益及購買證券之權利

於二零零二年十二月三十一日，本公司之董事或行政總裁於本公司或其任何相聯法團（按證券（披露權益）條例（「披露權益條例」）之定義）之任何股本或債務證券中擁有根據披露權益條例第28條規定須知會本公司及香港聯合交易所有限公司（「聯交所」）之權益（包括根據披露權益條例第31條或附表第一部份視作或當作擁有之權益），或根據披露權益條例第29條須登記於該條例所述登記冊，或根據上市公司董事進行證券交易的標準守則須知會本公司及聯交所之權益如下：

董事姓名 Name of director	權益性質 Nature of interest	所持普通股數目 Number of ordinary shares held
何小麗 He Xiaoli	個人 Personal	20,000

除上文所披露者外，本公司之董事或行政總裁或其各自之聯繫人概無於本公司或其任何相聯法團之任何股本或債務證券中擁有權益。

本年度內，本公司之董事或行政總裁或彼等之配偶或未滿18歲之子女概無獲授或行使任何權利以認購本公司或其任何相聯法團之任何股本或債務證券。

可換股證券、購股權、認股權證或類似權利

本公司於二零零二年十二月三十一日並無任何尚未行使之購股權、可換股證券、認股權證或其他類似權利。

年內並無購回或行使任何購股權及可換股證券。

Directors' interests in securities and rights to acquire securities

As at 31 December 2002, the interests of the Directors or the chief executive of the Company in any equity or debt securities of the Company or any of its associated corporations (within the meaning of the Securities (Disclosure of Interests) Ordinance ("SDI Ordinance")) which are required to be notified to the Company and The Stock Exchange of Hong Kong Limited (the "Stock Exchange") pursuant to section 28 of the SDI Ordinance (including interests which they are deemed or taken to have under section 31 of the SDI Ordinance or Part I of the Schedule to the SDI Ordinance) or which are required, pursuant to section 29 of the SDI Ordinance, to be entered in the register referred to therein or are required, pursuant to the Model Code for Securities Transactions by Directors of Listed Companies, to be notified to the Company and the Stock Exchange were as follows:

Save as disclosed above, none of the Directors or the chief executive of the Company or any of their associates had interest in any equity or debt securities of the Company or any of its associated corporations.

During the year, none of the Directors or the chief executive of the Company nor their spouses or children under 18 years of age was granted or had exercised any right to subscribe for any equity or debt securities of the Company or any of its associated corporations.

Convertible securities, options, warrants or similar rights

The Company had no outstanding options, convertible securities, warrants or other similar rights as at 31 December 2002.

There was no repurchase or exercise of options and convertible securities during the year.

持有本公司股本之主要權益

於二零零二年十二月三十一日，根據本公司按照披露權益條例第16(1)條規定而設置之登記冊所記錄，本公司獲知會下列股東持有10%或以上本公司之已發行股本權益：

股東名稱 Name of shareholder	附註 Note	所持股份數目 Number of shares held	佔已發行股份總數之百分比 Percentage of total issued shares
國家有色金屬工業局* State Nonferrous Metals Industry Administration *	1	416,009,928	53.87%
China Nonferrous Metals Holdings (Cook Islands) Limited	1	416,009,928	53.87%
中國有色金屬(香港)集團有限公司(「中國有色(香港)」)* China Nonferrous Metals Group (Hong Kong) Limited ("CNMG") *	2	416,009,928	53.87%
Haka International Limited ("Haka")		383,188,208	49.62%

附註：

* 請參考第2頁之附註。

1. 根據披露權益條例，該等公司被視為擁有由Haka持有之383,188,208股股份及由中國有色(香港)持有之32,821,720股股份之權益。
2. 除本身持有32,821,720股股份外，中國有色(香港)亦被視為擁有由Haka持有之383,188,208股股份之權益。

董事之合約權益

本公司、其任何控股公司或兩者各自之附屬公司於本年度年結日或年內任何時間，概無訂立對本公司業務有重大影響，而本公司董事於當中擁有重大利益之任何合約。

管理合約

除於本年報第50頁有關與中國有色(香港)之關連交易及第112頁附註33(a)所披露外，本年度內概無訂立或存在任何有關本集團全部或任何重大部份業務之管理及行政合約。

Substantial interests in the share capital of the Company

As at 31 December 2002, according to the register required to be kept by the Company under section 16(1) of the SDI Ordinance, the Company was notified that the following shareholders were interested in 10% or more of the issued share capital of the Company:

股東名稱 Name of shareholder	附註 Note	所持股份數目 Number of shares held	佔已發行股份總數之百分比 Percentage of total issued shares
國家有色金屬工業局* State Nonferrous Metals Industry Administration *	1	416,009,928	53.87%
China Nonferrous Metals Holdings (Cook Islands) Limited	1	416,009,928	53.87%
中國有色金屬(香港)集團有限公司(「中國有色(香港)」)* China Nonferrous Metals Group (Hong Kong) Limited ("CNMG") *	2	416,009,928	53.87%
Haka International Limited ("Haka")		383,188,208	49.62%

Notes:

* Please refer to the Note on page 2.

1. By virtue of the SDI Ordinance, these companies are deemed to be interested in the 383,188,208 shares held by Haka and 32,821,720 shares held by CNMG.
2. In addition to 32,821,720 shares held by itself, CNMG is deemed to be interested in the 383,188,208 shares held by Haka.

Directors' interests in contracts

No contract of significance to which the Company, any of its holding companies, or any of their subsidiaries was a party, in which a director of the Company had a material interest, subsisted at the end of the year or at any time during the year.

Management contracts

Save as disclosed in the connected transactions with CNMG on page 50 and Note 33(a) on page 112, no contract for management and administration of the whole or any substantial part of any business of the Group was entered into or existed during the year.

主要客戶及供應商

主要客戶及供應商於本財政年度佔本集團銷售額及採購額之資料如下：

Major customers and suppliers

The information in respect of the Group's sales and purchases attributable to the major customers and suppliers during the year is as follows:

		佔本集團總額之百分比 Percentage of the Group's total			
		銷售額 Sales		採購額 Purchases	
		二零零二年 2002	二零零一年 2001	二零零二年 2002	二零零一年 2001
最大客戶	The largest customer	11%	14%		
首五大客戶 所佔總額	Five largest customers in aggregate	37%	43%		
最大供應商	The largest supplier			2%	6%
首五大供應商 所佔總額	Five largest suppliers in aggregate			7%	12%

於本年度任何時間，各董事或其聯繫人（定義見聯交所證券上市規則（「上市規則」））或本公司股東（就董事所知任何擁有本公司股本5%以上），均無擁有上述客戶及供應商之任何權益。

At no time during the year, have the Directors, their associates (as defined in the Rules Governing the Listing of Securities on the Stock Exchange ("Listing Rules")) or any shareholders of the Company (which to the knowledge of the Directors owns more than 5% of the Company's share capital) had any interests in the above customers and suppliers.

購買、出售或贖回本公司上市證券

本公司或其任何附屬公司於本年度內概無購買、出售或贖回本公司之上市證券。

Purchase, sale or redemption of the Company's listed securities

Neither the Company nor any of its subsidiaries have purchased, sold or redeemed any of the Company's listed securities during the year.

物業

本集團名下持作投資及發展中之主要物業之詳情載於第115頁。

Properties

Particulars of the major properties held for investment and property under development of the Group are shown on page 115.

五年財務概要

本集團於過去五個財政年度之業績及資產與負債概要載於第116頁。

Five year financial summary

A summary of the results and of the assets and liabilities of the Group for the last five financial years is set out on page 116.

購股權計劃

本公司之購股權計劃（「購股權計劃」）乃根據於一九九三年九月三十日通過之決議案採納，並自該日期起計有效期10年。採納購股權計劃之目的是獎勵合資格參與者（即本集團之執行董事及僱員）對本集團之成就作出更大貢獻。

本公司根據購股權計劃可授出之購股權之股份數目（連同根據購股權獲行使而發行之股份數目及尚未行使購股權之股份數目）與根據任何其他計劃涉及之股份數目合共最多不得超過本公司不時已發行股本之10%，其中不包括根據購股權計劃已發行及配發之股份數目。根據購股權計劃，每位參與者最多可獲發之購股權數目為本公司根據購股權計劃當時已發行及可發行之所有股份總數之25%。

購股權可自授出後28天內被接納，以支付10港元之方式作為接納購股權之代價。所授購股權之行使期由本公司董事會決定，儘管購股權計劃期限或已屆滿，購股權之行使期由接納購股權之授出日期起計至4年期限屆滿最後一日止，不得超過4年。

購股權之認購價由本公司董事會決定，惟不得低於（以較高者為準）：(i)於緊接授出購股權之要約日期前五個交易日，本公司股份於聯交所之平均收市價之80%及(ii)本公司股份之面值。

經考慮上市規則第17章於二零零一年九月一日生效之新規定，本公司將在即將舉行之股東週年大會上提呈一項決議案，以採納新購股權計劃及終止現有購股權計劃之運作。

於二零零二年十二月三十一日，概無任何按購股權計劃授出而尚未行使之購股權。

Share option scheme

The share option scheme of the Company (the "Share Option Scheme") was adopted pursuant to a resolution passed on 30 September 1993 and will remain in force for 10 years from that date. The purpose of adopting the Share Option Scheme is to provide incentive to the eligible participants, being the executive directors and employees of the Group, to contribute further to the success of the Group.

The maximum number of shares of the Company in respect of which share options may be granted (together with the number of shares issued pursuant to share options exercised and number of shares in respect of which share options remain outstanding) under the Share Option Scheme, shall not, when aggregate with any shares subject to any other scheme, exceed 10% of the issued share capital of the Company from time to time, excluding the number of shares issued and allotted pursuant to the Share Option Scheme. The maximum entitlement of each participant under the Share Option Scheme is 25% of the aggregate number of all shares of the Company for the time being issued and issuable under the Share Option Scheme.

The offer of a grant of share options may be accepted within 28 days from the date of the offer, upon payment of HK\$10 by way of consideration for the grant of the offer. The exercise period of the share options granted is to be determined by the Directors of the Company, and shall not exceed 4 years commencing after the date of acceptance of the grant of the share options and expiring on the last day of the 4-year period and notwithstanding that the period of the Share Option Scheme may have expired.

The subscription price of the share options shall be determined by the Directors of the Company, being not less than the higher of (i) 80% of the average of the closing price of the shares of the Company on the Stock Exchange for the five trading days immediately preceding the date of the offer of the share options and (ii) the nominal value of the shares of the Company.

In view of the new requirements of Chapter 17 of the Listing Rules which came into effect on 1 September 2001, a resolution will be proposed at the forthcoming annual general meeting to adopt a new share option scheme and to terminate the operation of the existing Share Option Scheme.

As at 31 December 2002, there are no outstanding share options granted under the Share Option Scheme.

優先購買權

本公司之公司細則或百慕達法例均無優先購買權之規定。

最佳應用守則

本公司於截至二零零二年十二月三十一日止年度內已遵守上市規則附錄14所載之最佳應用守則，惟本公司之獨立非執行董事並無明確任期，但須根據本公司之公司細則於本公司之股東週年大會上輪席退任及重選連任。

審核委員會

本公司審核委員會目前成員包括三名獨立非執行董事即：馬紹援先生、譚惠珠小姐及林濬先生。

核數師

畢馬威會計師事務所於二零零零年度之股東週年大會上獲委任為本公司之核數師。安達信公司（「安達信」）於二零零一年三月十九日獲委任為本公司之核數師，以填補畢馬威會計師事務所於同日呈辭本公司核數師一職所出現之空缺。繼羅兵咸永道會計師事務所（「羅兵咸」）與安達信於二零零二年七月一日合併執業後，羅兵咸由二零零二年十月十一日起獲委任為本公司之核數師，以填補因安達信辭任而產生之空缺。

財務報表已由羅兵咸審核。彼將於即將舉行的股東週年大會任滿告退，惟具資格並願意膺聘連任。

Pre-emptive rights

There is no provision for pre-emptive rights under the Company's Bye-Laws or the law in Bermuda.

Code of best practice

The Company has complied with the Code of Best Practice as set out in Appendix 14 of the Listing Rules throughout the year ended 31 December 2002 except that the Independent Non-executive Directors of the Company are not appointed for a specific term as they are subject to retirement by rotation and re-election at the annual general meeting of the Company in accordance with the Company's Bye-Laws.

Audit committee

The members of the audit committee of the Company currently include three Independent Non-executive Directors namely, Mr. Selwyn Mar, Ms. Tam Wai Chu, Maria and Mr. Lam Chun, Daniel.

Auditors

KPMG were appointed as auditors of the Company at the 2000 annual general meeting. Arthur Andersen & Co. ("AA") were appointed as auditors of the Company on 19 March 2001 to fill the vacancy caused arising from the resignation of KPMG as auditors of the Company on the same date. Following the combination of practices of PricewaterhouseCoopers ("PwC") and AA on 1 July 2002, PwC were appointed to fill the casual vacancy arising from the resignation of AA as the auditors of the Company with effect from 11 October 2002.

The accounts have been audited by PwC who will retire at the forthcoming annual general meeting and, being eligible, offer themselves for re-appointment.

關連交易

非全資附屬公司

背景

(i) 瑞和集團

本公司分別持有瑞和工程有限公司（「瑞和工程」）及瑞和工程（中國）有限公司（「瑞和中國」）各52%實際權益，而余立安先生、吳梓君先生（「吳先生」）及張瑞強先生（「張先生」）（統稱為「瑞和少數股東」）分別持有瑞和工程及瑞和中國各16%實際權益。上海金橋瑞和裝飾工程有限公司（「金橋瑞和」）為瑞和中國之非全資附屬公司，瑞和中國持有金橋瑞和90.39%權益，金橋瑞和另外9.61%權益則由上海華源愛特幕牆工程有限公司（「華源」）持有。瑞和少數股東均為瑞和工程及瑞和中國之董事，同時吳先生及張先生亦為金橋瑞和之董事。張先生已請辭金橋瑞和董事一職，並將於向中國政府有關部門登記註冊後生效。

每位瑞和少數股東已分別向本公司訂立多項反擔保契據，分別就本公司為瑞和工程、瑞和中國、金橋瑞和及瑞和集團旗下任何其他公司（定義見該等反擔保契據）獲批之信貸擔保而作出之任何保證及抵押引致之損失之其中16%作賠償保證；以及分別就瑞和工程、瑞和中國、金橋瑞和及瑞和集團任何其他公司欠本公司之負債之其中16%作賠償保證。

(ii) 銀豐集團

本公司持有銀豐工程有限公司（「銀豐工程」）52%實際權益，銀豐工程另外48%實際權益則由中宜發展有限公司（「中宜」）持有，而姜熾昌先生（「姜先生」）、麥潤和先生（「麥先生」）、胡敬光先生（「胡先生」）及江子揚先生（「江先生」）（統稱為「銀豐少數股東」）分別擁有中宜22%、22%、26%及30%實際權益。因此姜先生、麥先生、胡先生及江先生各人於銀豐工程之實際權益分別為10.56%、10.56%、12.48%及14.40%。姜先生及麥先生亦為銀豐工程之董事。

Connected transactions

Non-wholly owned subsidiaries

Background

(i) Condo Group

The Company holds a 52% beneficial interest in each of Condo Curtain Wall Company Limited ("CCW") and Condo Engineering (China) Limited ("CEC") while each of Messrs. Yu Lap On, Stephen, Ng Tze Kwan ("Mr. Ng") and Cheung Sui Keung ("Mr. Cheung") (collectively, "Condo MSs") holds a 16% beneficial interest in each of CCW and CEC. Shanghai Jin Qiao Condo Decoration Engineering Co., Ltd. (上海金橋瑞和裝飾工程有限公司) ("Jin Qiao Condo") is owned as to 90.39% by CEC, and 9.61% by Shanghai Huayuan Aite Curtain Wall Engineering Company Limited (上海華源愛特幕牆工程有限公司) ("Huayuan"). The Condo MSs are directors of CCW and CEC while Mr. Ng and Mr. Cheung are also directors of Jin Qiao Condo. Mr. Cheung tendered his resignation as a director of Jin Qiao Condo which will take effect upon registration with the relevant PRC authorities.

Each of the Condo MSs has executed various deeds of counter-indemnity in favour of the Company to indemnify 16% of the losses arising out of any guarantees or securities provided by the Company in securing facilities granted to CCW, CEC, Jin Qiao Condo and any other companies under the Condo Group (as defined in such deeds of counter-indemnity) and 16% of the indebtedness due to the Company from CCW, CEC, Jin Qiao Condo and any other companies under the Condo Group.

(ii) Enful Group

The Company holds a 52% beneficial interest in Enful Engineering Limited ("EEL") while the remaining 48% beneficial interest in EEL is held by Sinowise Development Limited ("Sinowise") which is in turn beneficially owned as to 22% by Mr. Keung Chee Cheong ("Mr. Keung"), 22% by Mr. Mak Yun Wo, Simon ("Mr. Mak"), 26% by Woo King Kwong ("Mr. Woo") and 30% by Mr. Kong Chi Yeung ("Mr. Kong") (collectively, "Enful MSs"). The effective interest in EEL held by each of Mr. Keung, Mr. Mak, Mr. Woo and Mr. Kong are thus 10.56%, 10.56%, 12.48% and 14.40% respectively. Mr. Keung and Mr. Mak are also directors of EEL.

關連交易 (續)**非全資附屬公司 (續)****背景 (續)**

(ii) 銀豐集團 (續)

中宜及銀豐少數股東均已向本公司訂立多項反擔保契據，就本公司為銀豐工程及銀豐集團旗下任何其他公司(定義見該等反擔保契據)獲批之信貸作擔保而作出之任何保證及抵押引致之損失之其中48%作賠償保證；以及就銀豐工程及銀豐集團任何其他公司欠本公司之負債之其中48%作賠償保證。

(iii) 多利加集團

本公司持有多利加工程有限公司(「多利加工程」)51%實際權益，多利加工程另外49%實際權益則由Polyrich Profits Limited (「Polyrich」)持有，而梁博程先生(「梁先生」)擁有Polyrich 100%實際權益。梁先生亦為多利加工程之董事。

梁先生已向本公司訂立反擔保契據，就本公司為多利加工程及多利加集團旗下任何其他公司(定義見該反擔保契據)獲批之信貸作擔保而作出之任何保證及抵押引致之損失之其中49%作賠償保證。梁先生並已向本公司之全資附屬公司ONFEM Finance Limited (「OFL」)訂立反擔保契據，就多利加工程及多利加集團任何其他公司(定義見該反擔保契據)欠OFL之負債之其中49%作賠償保證。

(iv) 珠海東方海天置業有限公司

本公司之全資附屬公司東方有色有限公司(「東方有色」)持有珠海東方海天置業有限公司(「海天置業」)80%權益，海天置業另外20%權益則由珠海鑫光集團股份有限公司(「鑫光」)持有。

Connected transactions (cont'd)**Non-wholly owned subsidiaries (cont'd)****Background (cont'd)**

(ii) Enful Group (cont'd)

Each of Sinowise and the Enful MSs has executed various deeds of counter-indemnity in favour of the Company to indemnify 48% of the losses arising out of any guarantees and securities provided by the Company in securing facilities granted to EEL and any other companies under the Enful Group (as defined in such deeds of counter-indemnity) and 48% of the indebtedness due to the Company from EEL and any other companies under the Enful Group.

(iii) Polycrown Group

The Company holds a 51% beneficial interest in Polycrown Engineering Limited ("PEL") while the remaining 49% beneficial interest in PEL is held by Polyrich Profits Limited ("Polyrich") which is in turn 100% owned by Mr. Leung Pok Ching ("Mr. Leung"). Mr. Leung is also a director of PEL.

Mr. Leung has executed a deed of counter-indemnity in favour of the Company to indemnify 49% of the losses arising out of any guarantees and securities provided by the Company in securing facilities granted to PEL and any other companies under the Polycrown Group (as defined in such deed of counter-indemnity). Mr. Leung has executed a deed of counter-indemnity in favour of ONFEM Finance Limited ("OFL"), a wholly-owned subsidiary of the Company, to indemnify 49% of the indebtedness due to OFL from PEL and any other companies under the Polycrown Group (as defined in such deed of counter-indemnity).

(iv) Zhuhai (Oriental) Blue Harrison Properties Company Limited

Zhuhai (Oriental) Blue Harrison Properties Company Limited ("ZOBHP") is owned as to 80% by ONFEM Company Limited ("OCL"), a wholly-owned subsidiary of the Company, and 20% by Zhuhai Shining Metals Group Inc. ("Shining Metals").

關連交易 (續)**非全資附屬公司 (續)****提供之保證及抵押**

於二零零二年十二月三十一日，本公司及其全資附屬公司向若干獨立財務機構作出以下抵押，而有關抵押乃涉及上述財務機構向瑞和工程、瑞和中國、金橋瑞和、銀豐工程、多利加工程及海天置業批出合共96,315,000港元及39,600,000元人民幣之信貸，此等款項作為以上公司之一般營運資金：

- (i) 訂立企業擔保，作為欠上述財務機構而總額達93,300,000港元之債務擔保；
- (ii) 將合共約85,173,000港元之現金存款作抵押；及
- (iii) 以位於內地段1005號香港中環雲咸街29號之東方有色大廈（「該物業」），其於二零零二年十二月三十一日之賬面值為203,000,000港元，作法定抵押，以及將該物業帶來之租金轉讓。

本公司及其全資附屬公司為獨立財務機構於年內向非全資附屬公司批出以作為其一般營運資金之銀行信貸所作之擔保之詳情如下：

- 1) 於二零零二年三月八日，工商國際金融有限公司（「工商國際」）向瑞和中國批出銀行信貸達7,000,000港元。本公司於二零零二年三月八日向工商國際訂立一項企業擔保，作為償還瑞和中國所欠工商國際為數達7,000,000港元之債務之保證，以及於二零零二年四月三日將存於工商國際之現金存款7,000,000港元抵押予工商國際，作為信貸之抵押品。

Connected transactions (cont'd)**Non-wholly owned subsidiaries (cont'd)****Guarantees and securities provided**

As at 31 December 2002, the Company and its wholly-owned subsidiaries provided the following securities in favour of several independent financial institutions in respect of banking facilities to the extent of HK\$96,315,000 and RMB39,600,000 in aggregate granted by such financial institutions to CCW, CEC, Jin Qiao Condo, EEL, PEL and ZOBHP for the purpose of financing their general working capital:

- (i) corporate guarantees to secure the indebtedness due to such financial institutions for an amount up to HK\$93,300,000 in aggregate;
- (ii) pledge of cash deposits of approximately HK\$85,173,000 in aggregate; and
- (iii) legal charge over ONFEM Tower, 29 Wyndham Street, Central, Hong Kong, Inland Lot No. 1005 (the "Property") with carrying amount of HK\$203,000,000 as at 31 December 2002 and assignment of rentals generated from the Property.

The details of the securities provided by the Company and its wholly-owned subsidiaries in securing banking facilities granted by independent financial institutions to the non-wholly owned subsidiaries during the year in financing their general working capital are as follows:

- 1) On 8 March 2002, Industrial and Commercial International Capital Limited ("ICIC") granted a banking facility to the extent of HK\$7,000,000 to CEC. The Company executed a corporate guarantee dated 8 March 2002 to secure repayment of the indebtedness due by CEC to ICIC for up to HK\$7,000,000 and pledged a cash deposit of HK\$7,000,000 placed with ICIC on 3 April 2002, each in favour of ICIC as securities for the facility.

關連交易 (續)**非全資附屬公司 (續)****提供之保證及抵押 (續)**

- 2) 於二零零二年四月二十五日，香港上海滙豐銀行有限公司(「香港滙豐」)向瑞和中國及瑞和建築裝飾工程有限公司(「瑞和建築」；瑞和工程之全資附屬公司，亦為瑞和集團旗下公司)授出銀行信貸達4,000,000港元。本公司於二零零二年四月二十五日向香港滙豐訂立一項企業擔保，作為償還瑞和中國及瑞和建築所欠香港滙豐為數達4,000,000港元之債務之保證，另外亦於二零零二年四月二十五日將存於香港滙豐之現金存款4,000,000港元抵押予香港滙豐，作為信貸之抵押品。於二零零二年十二月三十一日，該項銀行信貸已屆滿，而本公司所提供之抵押品亦已解除。
- 3) 於二零零二年六月十三日，工商國際向銀豐工程批出銀行信貸達8,000,000港元。本公司於二零零二年六月二十一日向工商國際訂立一項企業擔保，作為償還銀豐工程所欠工商國際為數達8,000,000港元之債務之保證，另外亦於二零零二年六月二十一日將存於工商國際之現金存款8,000,000港元抵押予工商國際，作為信貸之抵押品。
- 4) 於二零零二年七月二十二日，招商銀行深圳上步支行(「放款銀行」)向金橋瑞和批出貸款信貸達11,000,000元人民幣，為期一年。本公司於二零零二年七月十九日將存於招商銀行(「招商行」)之現金存款11,000,000港元抵押予招商行，使其向放款銀行發出一封以放款銀行為受益人之備用信用證用以擔保放款銀行向金橋瑞和批出之信貸。

Connected transactions (cont'd)**Non-wholly owned subsidiaries (cont'd)****Guarantees and securities provided (cont'd)**

- 2) On 25 April 2002, The Hongkong and Shanghai Banking Corporation Limited ("HSBC") granted a banking facility to the extent of HK\$4,000,000 to CEC and Condo Construction Engineering Co., Ltd. (瑞和建築裝飾工程有限公司) ("Condo Construction"), a wholly-owned subsidiary of CCW and a company under the Condo Group. The Company executed a corporate guarantee dated 25 April 2002 to secure repayment of the indebtedness due by CEC and Condo Construction to HSBC for up to HK\$4,000,000 and pledged a cash deposit of HK\$4,000,000 placed with HSBC on 25 April 2002, each in favour of HSBC as securities for the facility. As at 31 December 2002, such banking facility had expired and the securities provided by the Company were released.
- 3) On 13 June 2002, ICIC granted a banking facility to the extent of HK\$8,000,000 to EEL. The Company executed a corporate guarantee dated 21 June 2002 to secure repayment of the indebtedness due by EEL to ICIC for up to HK\$8,000,000 and pledged a cash deposit of HK\$8,000,000 placed with ICIC on 21 June 2002, each in favour of ICIC as securities for the facility.
- 4) On 22 July 2002, China Merchants Bank Shenzhen Shangbu Sub-branch (the "Lending Bank") granted a loan facility to the extent of RMB11,000,000 to Jin Qiao Condo for a term of 1 year. The Company pledged a cash deposit of HK\$11,000,000 placed with China Merchants Bank ("CMB") on 19 July 2002 in favour of CMB which issued a standby letter of credit in favour of the Lending Bank for the purpose of securing the facility granted by the Lending Bank to Jin Qiao Condo.

關連交易 (續)**非全資附屬公司 (續)****提供之保證及抵押 (續)**

- 5) 於二零零二年十月十五日，香港滙豐延續向瑞和工程及瑞和中國批出之銀行信貸合共約達47,925,000港元。本公司就該信貸向香港滙豐提供抵押品包括：於二零零零年七月二十一日訂立之企業擔保，作為償還瑞和工程及瑞和中國所欠香港滙豐為數達45,000,000港元之債務的保證，於二零零零年九月二十五日將存於香港滙豐之25,000,000港元現金存款抵押，以及於二零零一年一月九日訂立將該物業作全數款額法定抵押及該物業之租金轉讓。
- 6) 於二零零二年十月十五日，香港滙豐延續向多利加工程批出之銀行信貸達28,390,000港元。本公司就該信貸向香港滙豐提供之抵押品包括：於二零零一年五月三十一日訂立之企業擔保，作為償還多利加工程所欠香港滙豐為數達28,300,000港元之債務的保證，以及兩份於二零零一年十月三日訂立將該物業作第二固定法定抵押及該物業之租金轉讓之第二補充文件。
- 7) 於二零零二年十一月十九日，恒生銀行有限公司(「恒生」)延續向銀豐工程獲批出之銀行信貸達5,000,000港元。本公司於二零零一年十一月十二日向恒生訂立一項企業擔保，作為償還銀豐工程所欠恒生為數達5,000,000港元之債務的保證，以及分別於二零零一年十一月十五日及二零零二年二月五日將兩筆存於恒生之現金存款分別為2,000,000港元及3,000,000港元抵押予恒生，作為信貸之抵押品。

Connected transactions (cont'd)**Non-wholly owned subsidiaries (cont'd)****Guarantees and securities provided (cont'd)**

- 5) On 15 October 2002, HSBC renewed a banking facility to the extent of approximately HK\$47,925,000 in aggregate to CCW and CEC. Securities provided by the Company for the facility include: a corporate guarantee dated 21 July 2000 to secure repayment of the indebtedness due by CCW and CEC to HSBC for up to HK\$45,000,000, a charge over cash deposit dated 25 September 2000 of HK\$25,000,000 placed with HSBC, an "all monies" legal charge over and a rental assignment in respect of the Property dated 9 January 2001, each in favour of HSBC.
- 6) On 15 October 2002, HSBC renewed a banking facility to the extent of HK\$28,390,000 to PEL. Securities provided by the Company for the facility include: a corporate guarantee dated 31 May 2001 to secure repayment of the indebtedness due by PEL to HSBC for up to HK\$28,300,000, a second fixed legal charge over and a second supplement to the rental assignment in respect of the Property both dated 3 October 2001, each in favour of HSBC.
- 7) On 19 November 2002, Hang Seng Bank Limited ("HSB") renewed a banking facility to the extent of HK\$5,000,000 to EEL. The Company executed a corporate guarantee on 12 November 2001 to secure repayment of the indebtedness due by EEL to HSB for up to HK\$5,000,000 and pledged two cash deposits of HK\$2,000,000 and HK\$3,000,000 previously placed with HSB on 15 November 2001 and 5 February 2002 respectively, each in favour of HSB as securities for the facility.

關連交易 (續)**非全資附屬公司 (續)****提供之保證及抵押 (續)**

- 8) 於二零零二年十一月二十二日，深圳發展銀行（「深發展」）珠海支行向海天置業批出貸款信貸達28,600,000元人民幣，為期六個月。東方有色於二零零二年十一月二十二日將存於深發展之現金存款28,600,000港元抵押予深發展珠海支行作為信貸之擔保，而鑫光則將5,720,000港元存於東方有色作為同一項信貸之擔保，相當於上述28,600,000港元之20%，與其在海天置業之權益的百分比相同。

除非上文另有說明，瑞和少數股東、華源、銀豐少數股東、梁先生及鑫光概無根據彼等於有關非全資附屬公司之實際權益按比例就上述信貸提供擔保。

貸款墊支

本公司及其全資附屬公司向瑞和中國、金橋瑞和、銀豐工程、銀豐設計裝璜有限公司（銀豐集團旗下公司）、多利加工程及海天置業提供以作為一般營運資金之貸款於二零零二年十二月三十一日之結欠餘額約165,740,000港元。本公司及其全資附屬公司於本年度從提供予非全資附屬公司貸款墊支賺得之利息約達8,216,000港元。瑞和少數股東向瑞和中國墊支約960,000港元，中宜向銀豐工程墊支約2,248,000港元，鑫光則向海天置業墊支3,519,000元人民幣。儘管以上各方均以彼等作為本公司有關非全資附屬公司少數股東之身分提供墊款，惟上述墊款之金額均低於彼等根據各自於非全資附屬公司所持之實際權益比例釐定應予墊付之貸款額。

Connected transactions (cont'd)**Non-wholly owned subsidiaries (cont'd)****Guarantees and securities provided (cont'd)**

- 8) On 22 November 2002, Shenzhen Development Bank ("SDB") Zhuhai Branch granted a loan facility to the extent of RMB28,600,000 to ZOBHP for a term of 6 months. OCL pledged a cash deposit of HK\$28,600,000 placed with SDB on 22 November 2002 in favour of SDB Zhuhai Branch for securing the facility while Shining Metals, for the purpose of securing the same facility, placed HK\$5,720,000 with OCL, representing 20% of the said HK\$28,600,000, being the same percentage of the interest in ZOBHP held by Shining Metals.

Unless otherwise stated above, none of the Condo MSs, Huayuan, the Enful MSs, Mr. Leung and Shining Metals provided securities according to their proportional beneficial interest in the respective non-wholly owned subsidiaries for the abovementioned facilities.

Loan advances

As at 31 December 2002, the outstanding balance of the loans advanced by the Company and its wholly-owned subsidiaries to CEC, Jin Qiao Condo, EEL, Enful Design and Build Limited (being a company under the Enful Group), PEL and ZOBHP to finance their general working capital was approximately HK\$165,740,000. The interest earned by the Company and its wholly-owned subsidiaries on the loan advances to non-wholly owned subsidiaries amounted to approximately HK\$8,216,000 for the year. Although there were advances of approximately HK\$960,000 by the Condo MSs to CEC, HK\$2,248,000 by Sinowise to EEL and RMB3,519,000 by Shining Metals to ZOBHP in their capacity as minority shareholders to the relevant non-wholly owned subsidiaries of the Company, the amount of such loan advances are less than the loan amount to be advanced by each of them as determined in accordance with their respective proportionate beneficial interest in the non-wholly owned subsidiaries.

關連交易 (續)**非全資附屬公司 (續)****貸款墊支 (續)**

本公司及其全資附屬公司於年內向非全資附屬公司提供無抵押墊支以作為該等公司之一般營運資金之貸款詳情如下：

- 1) 於二零零二年一月三十日，OFL向銀豐工程批出本金額為2,000,000港元之貸款(須分六個月由二零零二年五月一日起至二零零二年十月一日期間等額償還)，並按每年香港滙豐之最優惠貸款利率(「香港優惠利率」)加0.5厘計息。
- 2) 於二零零二年一月三十一日，東方有色向海天置業批出本金額為5,000,000元人民幣之貸款(須於二零零三年一月三十一日償還)，並按每年中國人民銀行最優惠貸款利率(「中國優惠利率」)計息。
- 3) 於二零零二年三月一日，東方有色將一項過往於二零零一年三月二十三日向海天置業批出本金額為7,000,000元人民幣及按每年中國優惠利率計息之貸款之還款日期押後至二零零三年三月二日。
- 4) 於二零零二年三月一日，東方有色將一項過往於二零零一年三月二十六日向海天置業批出本金額為4,800,000元人民幣及按每年中國優惠利率計息之貸款之還款日期押後至二零零三年三月二十六日。
- 5) 於二零零二年三月一日，東方有色將一項過往於二零零一年四月二十四日向海天置業批出本金額為660,000元人民幣及按每年中國優惠利率計息之貸款之還款日期押後至二零零三年四月十九日。

Connected transactions (cont'd)**Non-wholly owned subsidiaries (cont'd)****Loan advances (cont'd)**

The details of the loans advanced by the Company and its wholly-owned subsidiaries to the non-wholly owned subsidiaries during the year, which were unsecured and advanced for the purpose of financing their general working capital, are as follows:

- 1) On 30 January 2002, OFL made a loan of a principal amount of HK\$2,000,000 to EEL, (repayable by 6 monthly equal installments from 1 May 2002 to 1 October 2002) at an interest rate of 0.5% over the best lending rate as quoted by HSBC (the "HKBLR") per annum.
- 2) On 31 January 2002, OCL made a loan of a principal amount of RMB5,000,000 to ZOBHP (repayable on 31 January 2003) with interest at the rate of the best lending rate as quoted by the People's Bank of China (the "PRCBLR") per annum.
- 3) On 1 March 2002, OCL extended the repayment date of a loan of a principal amount of RMB7,000,000 previously granted to ZOBHP on 23 March 2001 to 2 March 2003 with interest at the rate of the PRCBLR per annum.
- 4) On 1 March 2002, OCL extended the repayment date of a loan of a principal amount of RMB4,800,000 previously granted to ZOBHP on 26 March 2001 to 26 March 2003 with interest at the rate of the PRCBLR per annum.
- 5) On 1 March 2002, OCL extended the repayment date of a loan of a principal amount of RMB660,000 previously granted to ZOBHP on 24 April 2001 to 19 April 2003 with interest at the rate of the PRCBLR per annum.

關連交易 (續)**非全資附屬公司 (續)****貸款墊支 (續)**

- 6) 於二零零二年六月十九日，OFL向瑞和中國批出本金額為2,420,000港元之貸款(須分三期分別於二零零二年六月三十日、二零零二年七月三十一日及二零零二年八月三十一日償還)，並按每年香港優惠利率計息。於二零零二年十二月三十一日，瑞和中國已向OFL償還部份該貸款之本金為數420,000港元。
- 7) 於二零零一年七月十一日，OFL向多利加工程批出本金額為7,700,000港元之貸款(「原有貸款」)(須於二零零二年一月十日或之前一次過償還)，並按每年香港優惠利率加0.5厘計息。於二零零一年十一月六日，多利加工程向OFL償還部份原有貸款之本金2,000,000港元(「該還款」)。於二零零二年七月二十六日，OFL按原有貸款之相同條款於該還款中批出1,400,000港元墊款予多利加工程，並將原有貸款尚欠結餘之還款日期押後至二零零二年十月三十一日。於二零零二年十二月三十一日，多利加工程已向OFL償還部份原有貸款尚欠結餘之本金額1,400,000港元及應計利息約25,000港元。
- 8) 於二零零二年八月二十三日，東方有色向海天置業批出本金額為3,840,000元人民幣之貸款(須於二零零三年九月十八日償還)，其中2,040,000元人民幣於二零零二年八月二十三日提取，而1,800,000元人民幣則於二零零二年九月十八日提取，並按每年中國優惠利率計息。此外，鑫光亦向海天置業批出本金額為960,000元人民幣之貸款。上文所述由東方有色及鑫光批出之貸款之比例符合兩者在海天置業所佔之權益比例。

Connected transactions (cont'd)**Non-wholly owned subsidiaries (cont'd)****Loan advances (cont'd)**

- 6) On 19 June 2002, OFL made a loan of a principal amount of HK\$2,420,000 to CEC (repayable by 3 monthly installments on 30 June 2002, 31 July 2002 and 31 August 2002 respectively) with interest at the rate of the HKBLR per annum. As at 31 December 2002, part of the principal amount of the loan amounting to HK\$420,000 was repaid by CEC to OFL.
- 7) On 11 July 2001, OFL made a loan of a principal amount of HK\$7,700,000 to PEL (repayable in one lump sum on or before 10 January 2002) with an interest rate of 0.5% over the HKBLR per annum (the "Original Loan"). On 6 November 2001, PEL repaid OFL part of the principal of the Original Loan amounting to HK\$2,000,000 (the "Repayment"). On 26 July 2002, OFL advanced a sum of HK\$1,400,000 to PEL out of the Repayment on the same terms as the Original Loan and extended the repayment date of the remaining balance of the Original Loan to 31 October 2002. As at 31 December 2002, part of the principal of the remaining balance of the Original Loan amounting to HK\$1,400,000, together with accrued interest of approximately HK\$25,000 were repaid by PEL to OFL.
- 8) On 23 August 2002, OCL made a loan of a principal amount of RMB3,840,000 to ZOBHP (repayable on 18 September 2003), of which RMB2,040,000 was drawn down on 23 August 2002 and RMB1,800,000 was drawn down on 18 September 2002, with interest at the rate of the PRCBLR per annum. Shining Metals also made a loan of a principal amount of RMB960,000 to ZOBHP. The aforesaid loans made by OCL and Shining Metals were in proportion to their respective interests in ZOBHP.

關連交易 (續)**非全資附屬公司 (續)****貸款墊支 (續)**

- 9) 於二零零二年九月十八日，東方有色向海天置業批出本金額約7,838,000元人民幣之貸款（須於二零零三年九月十八日償還），並按每年中國優惠利率計息。此外，鑫光亦向海天置業批出本金額為1,959,000元人民幣之貸款。上文所述由東方有色及鑫光批出之貸款之比例符合兩者各自在海天置業所佔之權益比例。
- 10) 於二零零二年十月二十五日，本公司向金橋瑞和批出本金額為760,000美元之貸款（須於自提取日期二零零二年十一月一日起三個月到期時償還），並按4.75厘之年利率計息。
- 11) 於二零零二年十一月十九日，本公司向金橋瑞和批出本金額為5,000,000元人民幣之貸款（須於三個月到期時償還），並按5.31厘之年利率計息。
- 12) 於二零零二年十一月二十八日，東方有色向海天置業批出本金額為2,400,000元人民幣之貸款（須於二零零三年十一月二十八日償還），並按每年中國優惠利率計息。此外，鑫光亦向海天置業批出本金額為600,000元人民幣之貸款。上文所述由東方有色及鑫光批出之貸款之比例符合兩者各自在海天置業所佔之權益比例。
- 13) 於二零零二年十二月二十四日，本公司向銀豐工程批出本金額為2,000,000港元並於二零零二年十二月三十一日提取之貸款（須於二零零三年十二月三十日或以前一次過償還），並按每年香港優惠利率加1厘計息，條件是中宜將出售其房地產物業之淨收益用於銀豐工程之正常營運。

Connected transactions (cont'd)**Non-wholly owned subsidiaries (cont'd)****Loan advances (cont'd)**

- 9) On 18 September 2002, OCL made a loan of a principal amount of approximately RMB7,838,000 to ZOBHP (repayable on 18 September 2003) with interest at the rate of PRCBLR per annum. Shining Metals also made a loan of a principal amount of approximately RMB1,959,000 to ZOBHP. The aforesaid loans made by OCL and Shining Metals were in proportion to their respective interests in ZOBHP.
- 10) On 25 October 2002, the Company made a loan of a principal amount of US\$760,000 to Jin Qiao Condo (repayable at the expiry of a term of 3 months from the draw down date on 1 November 2002) at an interest rate of 4.75% per annum.
- 11) On 19 November 2002, the Company made a loan of a principal amount of RMB5,000,000 to Jin Qiao Condo (repayable at the expiry of a term of 3 months) at an interest rate of 5.31% per annum.
- 12) On 28 November 2002, OCL made a loan of a principal amount of RMB2,400,000 to ZOBHP (repayable on 28 November 2003) with interest at the rate of the PRCBLR per annum. Shining Metals also made a loan of a principal amount of RMB600,000 to ZOBHP. The aforesaid loans made by OCL and Shining Metals were in proportion to their respective interests in ZOBHP.
- 13) On 24 December 2002, the Company made a loan of a principal amount of HK\$2,000,000 to EEL drawn down on 31 December 2002 (repayable in one lump sum on or before 30 December 2003) at an interest rate of 1% over the HKBLR per annum on the condition that Sinowise would contribute the net proceeds arising from disposing of its landed property to the normal operation of EEL.

關連交易 (續)**非全資附屬公司 (續)****貸款墊支 (續)**

- 14) 於二零零二年十二月二十七日，本公司向金橋瑞和批出本金額為750,000美元之貸款(須於九個月到期時償還)，並按6.25厘之年利率計息。

除非上文另有說明，瑞和少數股東、華源、銀豐少數股東、梁先生及鑫光概無根據彼等所持之實際權益比例向各有關非全資附屬公司提供貸款。

於年結日至本報告刊發日期止之期間，本公司及東方有色並向非全資附屬公司提供以下無抵押貸款作為一般營運資金之用：

- 1) 於二零零三年一月十五日，東方有色向海天置業批出本金額為4,000,000元人民幣之貸款(須於二零零四年一月十五日償還)，並按每年中國優惠利率計息。此外，鑫光亦向海天置業批出本金額為1,000,000元人民幣之貸款。上文所述由東方有色及鑫光批出之貸款之比例符合兩者各自在海天置業所佔之權益比例。
- 2) 於二零零三年一月二十八日，本公司向多利加工程批出本金額為2,397,000港元之貸款(須分十月期由二零零三年四月三十日至二零零四年一月三十日償還)，並按每年香港優惠利率加1厘計息。此外，梁先生亦向多利加工程批出本金額為2,303,000港元之貸款。上文所述由本公司及梁先生批出之貸款之比例符合兩者各自在多利加工程所佔之權益比例。

Connected transactions (cont'd)**Non-wholly owned subsidiaries (cont'd)****Loan advances (cont'd)**

- 14) On 27 December 2002, the Company made a loan of a principal amount of US\$750,000 to Jin Qiao Condo (repayable at the expiry of a term of 9 months) at an interest rate of 6.25% per annum.

Unless otherwise stated above, none of the Condo MSs, Huayuan, the Enful MSs, Mr. Leung and Shining Metals provided loan(s) according to their proportional beneficial interest in the respective non-wholly owned subsidiaries.

During the period subsequent to the year end but before the date of this report, the Company and OCL also provided the following unsecured loans to the non-wholly owned subsidiaries to finance their general working capital:

- 1) On 15 January 2003, OCL made a loan of a principal amount of RMB4,000,000 to ZOBHP (repayable on 15 January 2004) with interest at the rate of the PRCBLR per annum. Shining Metals also made a loan of a principal amount of RMB1,000,000 to ZOBHP. The aforesaid loans made by OCL and Shining Metals were in proportion to their respective interests in ZOBHP.
- 2) On 28 January 2003, the Company made a loan of a principal amount of HK\$2,397,000 to PEL (repayable by 10 monthly installments from 30 April 2003 to 30 January 2004) at an interest rate of 1% over the HKBRL per annum. Mr. Leung also made a loan of a principal amount of HK\$2,303,000 to PEL. The aforesaid loans made by the Company and Mr. Leung were in proportion to their respective interests in PEL.

關連交易 (續)**非全資附屬公司 (續)****其他**

於二零零二年四月十五日，

(a) 東方有色、鑫光、海天置業與廣州天河東鑫物業開發有限公司(「天河」)訂立抵頂協議，據此，訂約各方同意在東方有色於到期日(定義見本公司日期為二零零二年四月十七日之報章公告(「該公告」))，應向鑫光支付為數25,000,000元人民幣的該補償金額(定義見該公告)當中，東方有色於到期日向海天置業支付7,500,000元人民幣以抵銷(i)東方有色需向鑫光支付該補償金額當中的7,500,000元人民幣，轉而抵銷(ii)鑫光欠付天河7,500,000元人民幣的欠款，再轉而抵銷(iii)天河欠付海天置業7,500,000元人民幣的欠款。

(b) 東方有色、鑫光、海天置業與珠海市興遠工貿發展有限公司(「興遠」)訂立抵頂協議，據此，訂約各方同意在東方有色於到期日應向鑫光支付為數25,000,000元人民幣的該補償金額當中，東方有色於到期日向海天置業支付4,625,566.56元人民幣以抵銷(i)東方有色需向鑫光支付該補償金額當中的4,625,566.56元人民幣，轉而抵銷(ii)鑫光欠付興遠4,625,566.56元人民幣的欠款，再轉而抵銷(iii)興遠欠付海天置業4,352,799.94元人民幣的欠款。

按上述協議擬進行之抵頂安排已由二零零一年十二月三十一日起生效。

Connected transactions (cont'd)**Non-wholly owned subsidiaries (cont'd)****Others**

On 15 April 2002,

(a) a set-off agreement was entered into amongst OCL, Shining Metals, ZOBHP and Tian He Orien Met Property Co., Ltd. ("Tian He") whereby the parties agreed that, out of the Reimbursement Amount (as defined in the Company's press announcement dated 17 April 2002 (the "Announcement")), in the sum of RMB25,000,000 payable by OCL to Shining Metals on the Due Date (as defined in the Announcement), OCL should pay to ZOBHP on the Due Date the sum of RMB7,500,000 with the intention that such payment by OCL to ZOBHP should set off (i) the sum of RMB 7,500,000 (being a portion of the Reimbursement Amount) payable by OCL to Shining Metals, which in turn set off (ii) the sum of RMB7,500,000 owed by Shining Metals to Tian He and which in turn set off (iii) the sum of RMB7,500,000 owed by Tian He to ZOBHP;

(b) a set-off agreement was entered into amongst OCL, Shining Metals, ZOBHP and Zhuhai Xingyuan Industrial and Trading Development Co., Ltd ("Xingyuan") whereby the parties agreed that, out of the Reimbursement Amount in the sum of RMB25,000,000 payable by OCL to Shining Metals on the Due Date. OCL should pay to ZOBHP on the Due Date the sum of RMB4,625,566.56 with the intention that such payment by OCL to ZOBHP should set off (i) the sum of RMB4,625,566.56 (being a portion of the Reimbursement Amount) payable by OCL to Shining Metals, which in turn set off (ii) the sum of RMB4,625,566.56 owed by Shining Metals to Xingyuan and which in turn set off (iii) the sum of RMB4,352,799.94 owed by Xingyuan to ZOBHP.

The set-off arrangements contemplated under the above agreements took effect from 31 December 2001.

關連交易 (續)**居間控股公司****提供行政服務之協議**

本公司與中國有色(香港)於二零零零年五月十二日訂立協議，其中涉及於二零零零年一月一日至二零零二年十二月三十一日期間分擔由中國有色(香港)提供之行政服務之行政成本。按中國有色(香港)於二零零零年度之現金流量預測所示之估計數額計算，本公司於二零零零年、二零零一年及二零零二年支付之款額上限估計分別為5,697,500港元、6,288,750港元及6,933,750港元。本公司於本年度分擔之款額為626,000港元(二零零一年：2,863,000港元)。

貸款墊支

於一九九九年八月十六日，OFL與中國有色(香港)訂立貸款協議，據此，OFL向中國有色(香港)墊款26,000,000港元(「該貸款」)，原須於二零零零年二月二十九日償還，惟已延期數次。於二零零一年十一月三十日，中國有色(香港)於到期日向OFL償還該貸款之所有應計利息及該貸款部份本金金額2,750,000港元。該貸款結欠為23,250,000港元(「結欠」)，而按OFL與中國有色(香港)於二零零一年十一月三十日訂立之補充協議，還款期進一步押後六個月，按最優惠利率加2.5厘之年利率計息。結欠及應計利息應於二零零二年五月三十一日償還，惟於本報告書之日仍未償還。

年內，OFL從上述結欠賺得利息收入約733,000港元(二零零一年：約2,451,000港元)，惟已為截至二零零二年十二月三十一日之應計利息作全數撥備。

結算日後事項

詳情列載於賬目附註36。

承董事會命

王幸東

董事總經理

香港，二零零三年四月二十四日

Connected transactions (cont'd)**Intermediate holding company****Agreement for provision of administration services**

The Company and CNMG entered into an agreement on 12 May 2000 in respect of the sharing of administrative costs for administration services rendered by CNMG for the period from 1 January 2000 to 31 December 2002. Based on the amounts estimated as specified in the cash flow forecast of CNMG for the year 2000, the maximum amounts to be paid by the Company were expected to be not more than HK\$5,697,500, HK\$6,288,750 and HK\$6,933,750 respectively for the years 2000, 2001 and 2002. The amount shared by the Company for the year was HK\$626,000 (2001: HK\$2,863,000).

Loan advances

On 16 August 1999, OFL entered into a loan agreement with CNMG under which OFL made an advance of HK\$26,000,000 to CNMG (the "Loan") which was repayable on 29 February 2000 but extended for several times. On 30 November 2001, CNMG made on the maturity date a repayment of all the interest accrued to the Loan and part of the principal of the Loan amounting to HK\$2,750,000 to OFL. The date of repayment of the remaining balance of the Loan amounted to HK\$23,250,000 (the "Remaining Balance") was extended for a further six months at an interest rate of 2.5% over the prime rate per annum pursuant to a supplemental agreement entered into between OFL and CNMG on 30 November 2001. The Remaining Balance and the accrued interest thereon were repayable on 31 May 2002 but remained outstanding as at the date of this report.

During the year, OFL earned interest income of approximately HK\$733,000 (2001: approximately HK\$2,451,000) from the Remaining Balance but a full provision was made on the accrued interest as at 31 December 2002.

Subsequent events

Details are set out in Note 36 to the accounts.

By Order of the Board

Wang Xingdong

Managing Director

Hong Kong, 24 April 2003