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# **HUTCHISON HARBOUR RING LIMITED**

和記港陸有限公司

orporated in Bermuda with limited liability (Stock code: 715)

# PROPOSED AMENDMENT TO REDEMPTION TERMS OF 2010 CONVERTIBLE NOTE, CONDITIONAL ISSUE OF NEW SHARES AND CONNECTED TRANSACTIONS

The Directors are pleased to announce that after trading hours on 13 September 2007, the Company entered into the Amendment Agreement and the Share Subscription Agreement with UIL and HIL respectively.

#### AMENDMENT AGREEMENT

Pursuant to the Amendment Agreement, subject to the fulfilment or waiver of certain conditions contained therein, and at completion (a) the terms of the 2010 Convertible Note will be varied so that the Company may at any time and prior to the maturity date of the 2010 Convertible Note redeem the whole of the Redemption Principal Amount at par together with accrued interest; and the redemption will not be subject to any minimum trading price of the Shares; and (b) UIL has agreed to waive its rights of conversion under the 2010 Convertible Note on the Company's early redemption pursuant to the Share Subscription Agreement.

#### SHARE SUBSCRIPTION AGREEMENT

Pursuant to the Share Subscription Agreement, subject to the fulfilment or waiver of certain conditions contained therein, and at completion (a) HIL or its designated wholly owned subsidiary or subsidiaries will subscribe for, and the Company will issue and allot, 2,244,444,444 Subscription Shares at HK\$0.45 per Share, representing approximately 33.47% of the existing issued share capital of the Company and approximately 25.08% of the enlarged issued share capital of the Company immediately after the Subscription; and (b) the Company will apply all of the net proceeds from the issue and allotment of the Subscription Shares to early redeem the 2010 Convertible Note (as amended by the Amendment Agreement) together with the accrued interest. The conditions contained in Share Subscription Agreement and the Amendment Agreement are further described in this announcement and one effect of which is they render completion of the respective transactions contemplated thereunder to be inter-conditional on each other.

## REQUIREMENTS UNDER LISTING RULES

Each of HIL and UIL is a connected person of the Company by virtue of being an associate of Promising Land, the current controlling shareholder of the Company as at the date of this announcement. The transactions contemplated under the Amendment Agreement and the Share Subscription Agreement constitute connected transactions for the Company under the Listing Rules and the transactions contemplated under the Subscription Agreement are, and the Amendment Agreement may be, subject to approval of the Independent Shareholders by way of poll at the SGM and the reporting and announcement requirements under Chapter 14A of the Listing Rules. This announcement is also made pursuant to Listing Rule 13.09(1). Promising Land and its associates will abstain from voting for the approval of the transactions under the Share Subscription Agreement, and if necessary, the Amendment Agreement.

#### GENERAL

A circular containing, amongst other things, information on the Amendment Agreement and the Share Subscription Agreement, the recommendation of the Independent Board Committee in relation to the terms of the Share Subscription Agreement, and if necessary, the Amendment Agreement, the letter of the IFA in relation to the terms of the Share Subscription Agreement, and if necessary, the Amendment Agreement, the adjustment to the exercise price and/or the number of Shares falling to be issued upon exercise of the outstanding Share Options and the notice of SGM, will be despatched to the Shareholders as soon as practicable.

#### INTRODUCTION

In a joint announcement of HWL and the Company dated 4 October 2005, it was announced, amongst other things, that the Company had entered into the Note Subscription Agreement to issue to HIL or its designated subsidiary the 2010 Convertible Note in the principal amount of US\$128,200,000 (or approximately HK\$998,678,000).

The 2010 Convertible Note was issued to UIL (a wholly owned subsidiary of HIL) on 25 November 2005

#### AMENDMENT AGREEMENT

### 1. Amendment to the redemption terms of the 2010 Convertible Note

Parties: The Company

UIL

Date: 13 September 2007

Pursuant to the Amendment Agreement, subject to the fulfilment or waiver of the conditions contained therein, and at Completion:

- (a) the terms of the 2010 Convertible Note will be varied so that:
  - (i) the Company may, at any time prior to the maturity date of the 2010 Convertible Note, deliver a written notice to UIL stating the intention to redeem on the date of such notice the whole of the Redemption Principal Amount together with interests accrued on the 2010 Convertible Note; and
  - (ii) the redemption will not be subject to any minimum trading price of the Shares; and
- (b) UIL has agreed to waive its rights of conversion under the 2010 Convertible Note upon receipt of any redemption notice given in accordance with the Share Subscription Agreement.

# 2. Conditions of the Amendment Agreement

Completion of the transactions contemplated under the Amendment Agreement is conditional upon the following having taken place on or before the Long Stop Date:

- (a) if required, the Listing Committee of the Stock Exchange granting (either unconditionally or subject only to conditions to which the Company and UIL (as the case may be) have no reasonable objection) the approval of the amendment of the terms of the 2010 Convertible Note;
- (b) the Share Subscription Agreement having become unconditional in all respects save as regards any conditions requiring the Amendment Agreement to become unconditional;
- (c) any consents, approvals and compliance with such other issues as may be required under the Listing Rules and/or by the Stock Exchange having been obtained;
- (d) if required, the passing of all resolutions on a poll by the Shareholders (being, where required by the Stock Exchange, the Independent Shareholders) at the SGM approving, amongst others, the transactions contemplated by the Amendment Agreement;
- (e) if so required, all the consents, licences and other approvals necessary in connection with the implementation of the Amendment Agreement having been obtained from appropriate governments, courts or other third parties on terms reasonably satisfactory to the Company and UIL and remaining in full force and effect;
- (f) certain warranties given by the Company remaining true and accurate in all material respects and not misleading in any material respect as at Completion;
- (g) certain warranties given by UIL remaining true and accurate in all material respects and not misleading in any material respect as at Completion; and
- (h) the Share Subscription Agreement not having been early terminated pursuant to and in accordance with the terms thereof.

The Stock Exchange has informed the Company that its prior approval to the proposed amendments to the 2010 Convertible Note contemplated in the Amendment Agreement is required and that it is currently of the view that such approval will require the obtaining of Independent Shareholders' approval of the Amendment Agreement.

# 3. Termination of the Amendment Agreement

Upon the Share Subscription Agreement being terminated in accordance with its terms, the Amendment Agreement will be immediately terminated and neither party to the Amendment Agreement shall have any claim against the other in respect thereof (other than in respect of certain exceptions and any prior breaches set out thereunder).

# SHARE SUBSCRIPTION AGREEMENT

# 1. Terms of the Subscription

Parties: The Company, as the issuer

HIL

Date: 13 September 2007

HIL has agreed to itself subscribe for or to procure such of its wholly owned subsidiary or subsidiaries as it may nominate to subscribe for, and the Company has agreed to issue and allot, at Completion, 2,244,444,444 Shares at HK\$0.45 per Share, representing approximately 33.47% of the existing issued share capital of the Company and 25.08% of the enlarged issued share capital of the Company immediately after the Subscription. At Completion, the Company will also deliver a redemption notice to UIL for the early redemption of 2010 Convertible Note on Completion Date.

Subject to Completion, the Company has agreed to pay, and the Subscriber has agreed to receive, an amount per Subscription Share for such number of Subscription Shares owned by the Subscriber at Completion equal to any dividends and/or other distributions declared, made or paid on any other Share in issue where the record date for such dividends and/or distributions falls after the date of the Agreement but before the date of issue and allotment of the Subscription Shares.

#### 2. Subscription Price

The aggregate subscription price for the Subscription Shares is approximately HK\$1,010 million. The subscription price of HK\$0.45 per Share was agreed after arm's length negotiations and represents:-

- a) a discount of approximately 23.7% to the closing price of HK\$0.59 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (b) a discount of approximately 21.6% to the average closing price of HK\$0.574 per Share as quoted on the Stock Exchange for the last 5 consecutive trading days up to and including the Last Trading Day;
- a discount of approximately 21.9% to the average closing price of HK\$0.576 per Share as quoted on the Stock Exchange for the last 10 consecutive trading days up to and including the Last Trading Day;
- (d) a discount of approximately 23.1% to the average closing price of HK\$0.585 per Share as quoted on the Stock Exchange for the last 30 consecutive trading days up to and including the Last Trading Day; and
- (e) a premium of approximately 7.9% over the consolidated net tangible assets value per Share (excluding goodwill and licence rights) of approximately HK\$0.417 as at 31 December 2006 based on the audited accounts of the Company as at 31 December 2006.

The Subscription Shares will be issued under a specific mandate to be sought at the SGM and will rank, when fully paid and issued, *pari passu* in all respects with the other Shares in issue or to be issued by the Company on or prior to the date of the Share Subscription Agreement together with all rights attached thereto as at the Completion Date.

Application will be made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares.

# 3. Conditions of the Share Subscription Agreement

Completion of the transactions contemplated under the Share Subscription Agreement is conditional upon the following having taken place on or before the Long Stop Date:

- (a) the Independent Shareholders, on a poll, approving, among others, the Share Subscription Agreement and the transactions contemplated under or in connection with the Share Subscription Agreement, including the issue and allotment of the Subscription Shares, at a duly convened and held SGM;
- (b) the approval for the listing of, and permission to deal in, all the Subscription Shares being granted by the Listing Committee of the Stock Exchange, and such listing and permission not subsequently being revoked;
- (c) the Amendment Agreement having become unconditional in all respects save as regards any conditions requiring the Share Subscription Agreement to become unconditional;
- (d) any consents, approvals and compliance with such other issues as may be required under the Listing Rules and/or by the Stock Exchange having been obtained;
- the continued listing and trading of the Shares on the Stock Exchange, save for any temporary suspension and no notice being received from the Stock Exchange to the effect that the listing of the Shares on the Stock Exchange will be withdrawn (or conditions will be attached thereto except those HIL shall reasonably accept) as a result of the Share Subscription Agreement;
- f) if so required, all the consents, licences and other approvals necessary in connection with the implementation of the Share Subscription Agreement having been obtained from appropriate governments, courts or other third parties on terms reasonably satisfactory to the Company and HIL and remaining in full force and effect;
- (g) certain warranties given by the Company remaining true and accurate in all material respects and not misleading in any material respect as at Completion;
- (h) certain warranties given by HIL remaining true and accurate in all material respects and not misleading in any material respect as at Completion; and
- (i) HIL's right to terminate the Share Subscription Agreement pursuant to and in accordance with the terms thereof not having been exercised.

# . Termination events

The Share Subscription Agreement contains provisions granting HIL the right to terminate the Share Subscription Agreement on the occurrence of certain events including force majeure and neither party to the Share Subscription Agreement shall have any claim against the other without prejudice to any accrued rights and obligations in respect of any antecedent breach of any obligation under such agreement. For this purpose, force majeure includes any event, development or change resulting in a material adverse change in political, economic, fiscal, financial, regulatory or stock market conditions in, or which might be expected to result in a material adverse change in, Hong Kong or the PRC and which in HIL's reasonable opinion would materially adversely affect the Group or would otherwise make the Subscription inadvisable or impracticable. If HIL exercises such right at any time prior to 8:30 a.m. on the Completion Date (which is expected to be on or before 26 October 2007), the Subscription will not proceed, no notice of redemption of the 2010 Convertible Note will be given and the amendments to the 2010 Convertible Note will not become effective.

#### 5. Lock up on HIL

Subject to Completion occurring, HIL undertakes to the Company that it will procure that the Subscriber will not, save with the prior written consent of the Company, transfer or dispose of, or grant or create any interests or rights of any nature in respect of, any interest in any Subscription Shares owned by the Subscriber (legally or beneficially) or any company which is the Subscriber's holding company or subsidiary, or subsidiary of any such holding company, or directly or indirectly controlled by any of them, prior to the date falling twelve months from

# Lock up on the Company

The Company undertakes to HIL that, from the date of the Subscription Agreement and for a period of twelve months after the Completion Date, save for (i) the Subscription Shares, (ii) Shares to be issued pursuant to any share option scheme of the Company, and (iii) Shares to be issued and allotted solely for consideration other than cash in any acquisition of a company or a business by the Group, it would not without the prior written consent of HIL, issue or otherwise dispose of any Shares (or any securities convertible into or exchangeable for Shares), or publicly announce any intention to effect any such transaction.

Save as pursuant to the fund raising contemplated in the Share Subscription Agreement, the Company has not Save as pursuant to the find raising contemplated in the State Subscription Agreement, the Company has not engaged in any other fund raising activities involving the Company's equity in the past twelve (12) months. The Share Subscription Agreement does not provide for any change in the board of Directors at Completion.

#### COMPLETION OF THE AMENDMENT AGREEMENT AND THE SHARE SUBSCRIPTION AGREEMENT

Completion of the transactions contemplated under the Amendment Agreement and the Share Subscription Agreement, subject to the fulfilment or waiver of all the conditions set out above, shall take place on the Completion Date (which is expected to be on or before 26 October 2007).

At Completion, HIL will pay or procure the payment of the aggregate subscription price for the Subscription Shares of approximately HK\$1,010 million, and the Company will exercise its right to early redeem on the Completion Date the 2010 Convertible Note in accordance with the terms thereof (as amended by the Amendment Agreement).

If any of the conditions are not fulfilled or waived as provided for in the Amendment Agreement and the Share Subscription Agreement on or before the Long Stop Date, both agreements will be immediately terminated and none of the parties to either agreement shall have any claim against the other in respect thereof (other than in respect of certain exceptions and any prior breaches set out thereunder).

## CHANGES IN THE COMPANY'S SHAREHOLDING STRUCTURE

The following table sets out the existing shareholding structure of the Company and the changes thereto upon Completion:

Shareholders	Shareholding as at the date of this announcement		after the completion of the Subscription	
	Number	%	Number	%
	of Shares	(Approximately)	of Shares	(Approximately)
HWL Group	4,155,284,508	61.97%	6,399,728,952	71.51%
Directors (Note 1)	203,575,078	3.04%	203,575,078	2.27%
Public	2,346,140,677	34.99%	2,346,140,677	26.22%
Total:	6,705,000,263	100%	8,949,444,707	100%
	(Note 2)			

- Based on the information set out in the register maintained by the Company pursuant to Section 352 of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) as at the date of this announcement as interests held by Mr FOK Kin-ning, Canning, Mr LUK Tei, Lewis and Mr ENDO Shigeru.
- As at 31 August 2007, a total of 95,464,000 share options granted pursuant to the Share Option Scheme (representing approximately 1.42% of the Company's issued share capital) are outstanding. Apart from the 2010 Convertible Note and above share options, the Company has not issued any other securities convertible into Shares as at 31 August 2007.

#### USE OF PROCEEDS

The issue of the 2,244,444,444 Subscription Shares will raise up to approximately HK\$1,008 million in cash, net of related expenses, for the Company on Completion, all of which will be applied towards payment of the Redemption Principal Amount and the interests accrued on the 2010 Convertible Note as mentioned above.

## REASONS FOR THE AMENDMENT AGREEMENT AND THE SHARE SUBSCRIPTION AGREEMENT

As mentioned above, all of the net proceeds of the Subscription will be applied towards payment for the Redemption Principal Amount in full and interests accrued on the 2010 Convertible Note.

Based on the accounting standards adopted by the Company, total interest costs (cash and non-cash) in respect of the 2010 Convertible Note for the six months ended 30 June 2007 amounted to approximately HK\$21.6 million. This compares to a profit attributable to shareholders, excluding one-time gains and as set out in the Company's interim results announcement for the six months ended 30 June 2007, of HK\$4.3 million. On this basis, savings of interest costs would significantly enhance earnings.

The Subscription represents an opportunity for the Company to secure permanent equity capital in volatile market conditions. This will give certainty and facilitate the Group's planning for the funding of its business development and growth without the need to reserve up to approximately HK\$1 billion for a possible redemption of the 2010 Convertible Note in due course.

With the enhanced earnings and a stronger net asset base after the early redemption of the 2010 Convertible Note and completion of the Share Subscription Agreement, the Company will be better placed to meet the challenging business environment, such as the present difficult operating conditions in the toy business, which accounts for about 50% of the Group's turnover.

The Subscription represents an opportunity for the Company to raise capital for the early redemption of the 2010 Convertible Note in a reasonably market and completion risk-controlled condition and in a cost-effective and timeefficient manner. The Subscription will also enhance the Company's capital base, reduce its indebtedness and strengthen its financial position.

The Directors, excluding the independent non-executive Directors who will opine on the transactions contemplated under the Share Subscription Agreement, and if necessary, the Amendment Agreement, after taking into account the advice to be received from the IFA, consider that the terms and conditions of the Amendment Agreement and the Share Subscription Agreement (including the allotment and issue of the Subscription Shares to the Subscriber and the subscription price for the Subscription Shares) are fair and reasonable and are in the interest of the Company and its shareholders taken as a whole.

# REQUIREMENTS UNDER LISTING RULES

Each of HIL and UIL is a connected person of the Company by virtue of being an associate of Promising Land, the controlling shareholder of the Company as at the date of this announcement. The principal business of both HIL and UIL is investment holding.

The transactions contemplated under the Amendment Agreement and the Share Subscription Agreement constitute connected transactions for the Company under the Listing Rules and the transactions contemplated under the Subscription Agreement are, and the Amendment Agreement may be, subject to approval of the Independent Shareholders by way of poll at the SGM and the reporting and announcement requirements, under Chapter 14A of the Listing Rules. This announcement is also made pursuant to Listing Rule 13.09(1).

# ADJUSTMENT TO EXERCISE PRICE OF THE SHARE OPTIONS AND/OR NUMBER OF SHARES TO BE

Pursuant to the terms of the Share Option Scheme, the adjustment to the exercise price and/or the number of Shares falling to be issued upon exercise of the outstanding Share Options may be made upon the Completion of the Subscription. The Company will make appropriate disclosure in the circular in relation to details on such adjustment (if any) in accordance with the provisions under the Share Option Scheme.

# GENERAL

An SGM will be held to consider and, if thought fit, pass, on a poll, an ordinary resolution to approve the transactions contemplated under the Share Subscription Agreement, and if necessary, the Amendment Agreement. Promising Land and its associates will abstain from voting for the approval of the transactions under the Share Subscription Agreement, and if necessary, the Amendment Agreement.

An Independent Board Committee has been established to consider the transactions under the Share Subscription Agreement, and if necessary, the Amendment Agreement and to advise the Independent Shareholders in this regard.

An IFA will be appointed to advise the Independent Board Committee and the Independent Shareholders, amongst other things, whether the terms of the Share Subscription Agreement, and if necessary, the Amendment Agreement, are fair and reasonable so far as the Independent Shareholders are concerned.

A circular containing, amongst other things, information on the Amendment Agreement and the Share Subscription Agreement, the recommendation of the Independent Board Committee in relation to the terms of the Share Subscription Agreement, and if necessary, the Amendment Agreement, the letter of the IFA in relation to the terms of the Share Subscription Agreement, and if necessary, the Amendment Agreement, the adjustment to the exercise price and/or the number of Shares falling to be issued upon exercise of the outstanding Share Options and the notice of SGM, will be despatched to the Shareholders as soon as practicable.

#### INFORMATION OF THE GROUP

The Group is principally engaged in toy manufacturing, property development, provision of integrated solutions of design, production and distribution of mobile companion solutions and other high-end electronic products as well as licensing and sourcing of consumer products.

#### **DEFINITIONS**

"Company"

"Amendment Agreement"

"Independent Board Committee"

"Independent Shareholders"

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

the convertible note in the principal sum of US\$128,200,000 (or approximately HK\$998,678,000) issued by the Company to UIL on 25 November 2005 pursuant "2010 Convertible Note"

to the Note Subscription Agreement;

the agreement dated 13 September 2007 between the Company and UIL in

relation to, amongst other things, the proposed amendments to the terms and

redemption of the 2010 Convertible Note;

"associate(s)" has the meaning ascribed thereto under the Listing Rules;

the board of Directors: "Board"

> Hutchison Harbour Ring Limited, the shares of which are listed on the Main Board of the Stock Exchange;

"Completion" simultaneous completion of the Amendment Agreement and the Share

Subscription Agreement:

the business day immediately following the day on which all of the conditions as provided under the Amendment Agreement and Share Subscription Agreement "Completion Date"

are fulfilled or waived in accordance with the respective terms or other date as the parties may agree such in writing;

has the meaning ascribed thereto under the Listing Rules; "connected person"

the directors of the Company: "Directors" "Group" the Company and its subsidiaries;

"HII " Hutchison International Limited, a wholly-owned subsidiary of HWL;

"Hong Kong" the Hong Kong Special Administrative Region of the PRC;

Hutchison Whampoa Limited, a company whose securities are listed on the Main Board of the Stock Exchange (Stock Code: 013); "HWL"

"HWI Group" HWI and its subsidiaries (excluding the Group):

the independent financial adviser to be appointed to advise the Independent Board Committee and the Independent Shareholders in relation to, amongst other things, "IFA"

the transactions contemplated under the Share Subscription Agreement, and if necessary, the Amendment Agreement;

an independent committee of the board of Directors comprising Mr. KWAN Kai

Cheong, Dr. LAM Lee G. and Mr. LAN Hong Tsung, David, all being independent non-executive Directors, appointed to consider and make recommendations to the Independent Shareholders in relation to the terms of the Share Subscription Agreement, and if necessary, the Amendment Agreement;

has the meaning ascribed thereto under the Listing Rules, including Promising Land and any of its associates who are Shareholders:

12 September 2007, being the last trading day of the Shares prior to the date of "Last Trading Day"

the Share Subscription Agreement; "Listing Rules" the Rules Governing the Listing of Securities on The Stock Exchange;

14 December 2007 or such later date as may be agreed between the Company "Long Stop Date"

and HIL in writing from time to time; the conditional agreement dated 4 October 2005 entered into between the "Note Subscription Agreement"

Company and HIL in relation to the subscription of the 2010 Convertible Note; "PRC" the People's Republic of China;

"Promising Land" Promising Land International Inc., a company incorporated in the British

Virgin Islands and an indirect wholly-owned subsidiary of HWL, the controlling

shareholder of the Company;

"Redemption Principal Amount" the principal amount outstanding under the 2010 Convertible Note; a special general meeting of the Company (or any adjournment thereof) to "SGM"

be convened for the purpose of considering and, if thought fit, approxing the transactions contemplated by the Share Subscription Agreement, and if necessary, the Amendment Agreement; "Share Option Scheme"

the share option scheme adopted by the Company on 20 May 2004, and which became effective on 17 September 2004;

options granted or to be granted by the Company pursuant to the Share Option "Share Options" Scheme

shares of HK\$0.10 each in the share capital of the Company; "Share(s)"

the conditional agreement dated 13 September 2007 entered into by the Company "Share Subscription Agreement"

and HIL in relation to the Subscription; "Shareholder(s)" holder(s) of the Share(s);

Stock Exchange The Stock Exchange of Hong Kong Limited;

HIL or such of its wholly owned subsidiary as it may nominate to subscribe for the "Subscriber"

Subscription Shares;

"Subscription" the subscription of the Subscription Shares by the Subscriber pursuant to the Share Subscription Agreement;

2,244,444,444 new Shares to be issued and allotted pursuant to the Share

"Subscription Shares" Subscription Agreement;

> Uptalent Investments Limited, a limited liability company incorporated under the laws of the British Virgin Islands which is a wholly owned subsidiary of HIL and holder of the 2010 Convertible Note;

Hong Kong dollars, the lawful currency of Hong Kong; and

"US\$" United States dollars, the lawful currency of the United States of America.

Unless otherwise stated, the conversion of Hong Kong dollars into United States dollars is based on the exchange rate of US\$1.00 = HK\$7.79. Such conversion should not be construed as a representation that the amount in question has been, could have been or could be converted at any particular rate at all.

# By order of the Board **HUTCHISON HARBOUR RING LIMITED**

# Edith SHIH

"UII"

"HK\$"

Director and Company Secretary

As at the date of this announcement, the Directors are:

**Executive Directors:** 

Mr. FOK Kin-ning, Canning (Chairman) Mr. LAI Kai Ming, Dominic (Deputy Chairman) (Also Alternate to Mrs. CHOW WOO Mo Fong, Susan)

Mr. LUK Tei, Lewis (Deputy Chairman)
Ms. CHAN Wen Mee, May (Michelle) (Managing Director) Mrs. CHOW WOO Mo Fong. Susan

Mr. CHOW Wai Kam, Raymond Ms. Edith SHIH

(Also Alternate to Mr. FOK Kin-ning, Canning) Mr. ENDO Shigeru

Mr. KWOK Siu Kai. Dennis Hong Kong, 13 September 2007

Non-executive Director: Mr. Ronald Joseph ARCULLI

Independent Non-executive Directors:

Mr. KWAN Kai Cheong (Also Alternate to Mr. Ronald Joseph ARCULLI)

Dr. I AM I ee G. (Also Alternate to Mr. LAN Hong Tsung, David)
Mr. LAN Hong Tsung, David

\* For identification purpose only

This announcement is also available on the websites of Hong Kong Exchanges and Clearing Limited at www.hkex com.hk under "Latest Listed Company Information" and the Company at www.hutchisonharbourring.com.