
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Hutchison Whampoa Limited, you should at once hand this circular and the accompanying form of proxy to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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Hutchison Whampoa Limited



(incorporated in Hong Kong with limited liability)
(Stock Code: 013)

**PROPOSALS FOR
RE-ELECTION OF RETIRING DIRECTORS
AND
GENERAL MANDATES TO ISSUE SHARES
AND REPURCHASE SHARES
AND
EMPLOYEE OPTION PLAN OF
HUTCHISON TELECOMMUNICATIONS (AUSTRALIA) LIMITED
AND
AMENDMENTS TO THE ARTICLES OF ASSOCIATION
AND
NOTICE OF ANNUAL GENERAL MEETING**

The notice convening the Annual General Meeting of Hutchison Whampoa Limited to be held at the Ballroom, 1st Floor, Harbour Plaza Hong Kong, 20 Tak Fung Street, Hung Hom, Kowloon, Hong Kong on Thursday, 17 May 2007 at 12:00 noon at which the above proposals will be considered is set out on pages 30 to 32 of this circular. Whether or not you are able to attend the meeting, please complete and return the relevant form of proxy as instructed as soon as possible and in any event not less than 48 hours before the time appointed for holding the meeting to the registered office of the Company. Completion and return of the form of proxy will not preclude you from attending and voting at the meeting should you so wish.

19 April 2007

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RESPONSIBILITY STATEMENT

This circular includes particulars given in compliance with the Listing Rules for the purpose of providing information with regard to the Group. The Directors collectively and individually accept full responsibility for the accuracy of the information contained in this circular and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no other facts the omission of which would make any statement herein misleading.

DEFINITIONS

In this circular (except Appendix III), unless otherwise defined or the context otherwise requires, the following expressions have the following meanings:

"AGM"	the annual general meeting of the Company convened to be held on Thursday, 17 May 2007, at 12:00 noon at the Ballroom, 1st Floor, Harbour Plaza Hong Kong, 20 Tak Fung Street, Hung Hom, Kowloon, Hong Kong, notice of which is set out on pages 30 to 32 of this circular and any adjournment thereof
"Articles of Association"	the Articles of Association of the Company
"associate(s)"	has the meaning ascribed thereto under the Listing Rules
"Board"	the board of Directors
"Companies Ordinance"	the Companies Ordinance (Cap. 32 of the Laws of Hong Kong)
"Company"	Hutchison Whampoa Limited, a company incorporated in Hong Kong with limited liability whose shares are listed on the Main Board of the Stock Exchange (Stock Code: 013)
"connected person(s)"	has the meaning ascribed thereto under the Listing Rules
"Director(s)"	the director(s) of the Company
"General Mandate"	the general mandate to issue and dispose of additional Shares
"Group"	the Company and its subsidiaries
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"HTAL"	Hutchison Telecommunications (Australia) Limited, a company incorporated in Australia and owned as to approximately 57.82% by the Company, whose shares are listed on Australian Securities Exchange Limited
"HTAL Employee Option Plan"	the employee option plan of HTAL proposed to be approved by the Company at the AGM for the benefit of the employees and directors of HTAL and its subsidiaries and other eligible participants specified thereunder
"HTAL Share(s)"	fully paid ordinary share(s) in the capital of HTAL, the rights attaching to which are set out in HTAL's constitution as amended from time to time
"Latest Practicable Date"	16 April 2007, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein

DEFINITIONS

"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Repurchase Mandate"	the general mandate to repurchase Shares
"Retiring Directors"	the Directors retiring at the AGM and, being eligible, are offering themselves for re-election at the AGM, in accordance with the Articles of Association
"SFO"	the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)
"Share(s)"	ordinary share(s) of HK\$0.25 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Takeovers Code"	the Code on Takeovers and Mergers
"HK\$"	Hong Kong dollars, the lawful currency of Hong Kong

LETTER FROM THE BOARD

Hutchison Whampoa Limited



(incorporated in Hong Kong with limited liability)
(Stock Code: 013)

Directors:

LI Ka-shing, *Chairman*
LI Tzar Kuoi, Victor, *Deputy Chairman*
FOK Kin-ning, Canning, *Group Managing Director*
CHOW WOO Mo Fong, Susan
Deputy Group Managing Director
Frank John SIXT, *Group Finance Director*
LAI Kai Ming, Dominic, *Executive Director*
KAM Hing Lam, *Executive Director*
Michael David KADOORIE, *Independent Non-executive Director*
Holger KLUGE, *Independent Non-executive Director*
George Colin MAGNUS, *Non-executive Director*
William Elkin MOCATTA
(Alternate to Michael David Kadoorie)
Simon MURRAY, *Independent Non-executive Director*
OR Ching Fai, Raymond, *Independent Non-executive Director*
William SHURNIAK, *Non-executive Director*
WONG Chung Hin, *Independent Non-executive Director*
(Also Alternate to Simon Murray)

Registered Office:

Hutchison House, 22nd Floor
10 Harcourt Road
Hong Kong

19 April 2007

To the Shareholders

**PROPOSALS FOR
RE-ELECTION OF RETIRING DIRECTORS
AND
GENERAL MANDATES TO ISSUE SHARES
AND REPURCHASE SHARES
AND
EMPLOYEE OPTION PLAN OF
HUTCHISON TELECOMMUNICATIONS (AUSTRALIA) LIMITED
AND
AMENDMENTS TO THE ARTICLES OF ASSOCIATION
AND
NOTICE OF ANNUAL GENERAL MEETING**

INTRODUCTION

The Company will propose at the AGM resolutions to, inter alia, re-elect the Retiring Directors and grant to the Directors the General Mandate and the Repurchase Mandate upon the expiry of the current general mandates to issue Shares and repurchase Shares granted to the Directors at the annual general meeting held on 18 May 2006, to approve the HTAL Employee Option Plan for adoption by HTAL and to amend the Articles of Association.

LETTER FROM THE BOARD

The purpose of this circular is to provide you with further information on resolutions to be proposed at the AGM and to give you notice of the AGM at which the resolutions will be proposed to consider and, if thought fit, approve such matters.

RE-ELECTION OF RETIRING DIRECTORS

In accordance with Article 85 of the Articles of Association, Mr Li Ka-shing, Mr Frank John Sixt, The Hon Sir Michael David Kadoorie and Mr George Colin Magnus will retire at the AGM and, being eligible, will offer themselves for re-election. Information on such Retiring Directors as required to be disclosed under the Listing Rules is set out in Appendix I to this circular.

GENERAL MANDATE AND REPURCHASE MANDATE

At the annual general meeting of the Company held on 18 May 2006, ordinary resolutions were passed to grant general mandates to the Directors (i) to issue and dispose of additional Shares not exceeding 20% of the aggregate nominal amount of the share capital of the Company in issue as at the date of approving the relevant resolution and the nominal amount (up to a maximum of 10% of the aggregate nominal amount of the Company's then issued share capital) of any Shares repurchased by the Company; and (ii) to repurchase, inter alia, Shares, the aggregate nominal amount of which does not exceed 10% of the aggregate nominal amount of the issued share capital of the Company in issue as at the date of approving the relevant resolution.

These general mandates will expire at the conclusion of the AGM. Resolutions will be proposed at the AGM to grant the General Mandate and the Repurchase Mandate to the Directors. With reference to these resolutions, the Directors wish to state that they have no immediate plans to repurchase any Shares or to issue any new Shares pursuant to the relevant mandates.

An explanatory statement as required by the Listing Rules in connection with the Repurchase Mandate is set out in Appendix II to this circular.

HTAL EMPLOYEE OPTION PLAN

To enable HTAL to attract and retain employees and other personnel having appropriate qualifications and experience, the Directors consider it important that HTAL is continued to be equipped with the ability to offer such employees and personnel options to acquire equity interest in HTAL as a reward and additional incentive for their contribution to the long term success of the business of HTAL. A proposal is to be made at the AGM for approval of the HTAL Employee Option Plan for adoption by HTAL. Under the HTAL Employee Option Plan, options to subscribe for HTAL Shares may be offered and granted to employees and directors of HTAL and its subsidiaries and other eligible participants specified therein.

The HTAL Employee Option Plan does not contain any specific requirements for the minimum period which an option must be held before exercise or for performance targets applicable to options. The directors of HTAL have retained the flexibility to impose such conditions if and when they consider appropriate. The Directors believe that the formulation in the HTAL Employee Option Plan for setting the minimum exercise price for the HTAL Shares will serve to protect the value of HTAL as well as to achieve the purposes of the HTAL Employee Option Plan.

A summary of the principal terms of the HTAL Employee Option Plan is set out in Appendix III to this circular.

LETTER FROM THE BOARD

AMENDMENTS TO THE ARTICLES OF ASSOCIATION

A special resolution will be proposed at the AGM to update the Articles of Association to reflect the requirements of the Code on Corporate Governance Practices contained in Appendix 14 to the Listing Rules. Such amendments clarify that:-

- (1) at each annual general meeting one-third of the Directors or, if their number is not a multiple of three, the number nearest to but not less than one-third (instead of not greater than one-third) shall retire from office by rotation; and
- (2) all directors appointed to fill a casual vacancy are subject to election by shareholders at the first general meeting instead of the first annual general meeting after their appointment.

The proposed amendments to the Articles of Association are set out in the notice of the AGM.

AGM

Notice convening the AGM is set out on pages 30 to 32 of this circular. Details of the poll procedures are set out in Appendix IV to this circular. The Chairman of the AGM will exercise his power under Article 58 of the Articles of Association to put each of the resolutions to be proposed at the AGM to the vote by way of a poll.

Form of proxy for use at the AGM is enclosed. Whether or not you are able to attend the AGM, please complete the form of proxy as instructed and sign and return the same to the Company Secretary at the registered office of the Company at 22nd Floor, Hutchison House, 10 Harcourt Road, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for holding the meeting. You can still attend and vote at the AGM even if you have completed and sent in the proxy form.

RECOMMENDATION

The Directors believe that the proposals mentioned above, including the proposals for re-election of the Retiring Directors, the granting of the General Mandate and the Repurchase Mandate, the approval of the HTAL Employee Option Plan for adoption by HTAL and the amendments to the Articles of Association are all in the interests of the Company and the Shareholders. Accordingly, the Directors recommend you to vote in favour of all the resolutions to be proposed at the AGM.

LETTER FROM THE BOARD

DOCUMENT AVAILABLE FOR INSPECTION

A copy of the HTAL Employee Option Plan is available for inspection at the Company's registered office at 22nd Floor, Hutchison House, 10 Harcourt Road, Hong Kong during normal business hours on any business day up to and including 17 May 2007 and at the AGM.

Yours faithfully,
For and on behalf of the Board

FOK Kin-ning, Canning
Group Managing Director

The following is the information, as required to be disclosed by the Listing Rules, on the Retiring Directors proposed to be re-elected at the AGM.

(1) LI Ka-shing, KBE, GBM, LLD, DSSc, Grand Officer of the Order Vasco Nunez de Balboa, Commandeur de l'Ordre de Leopold, Commandeur de la Légion d'Honneur, JP

Mr Li, aged 78, has been an Executive Director of the Company since 1979 and the Chairman since 1981. He is also the Chairman of the Remuneration Committee of the Company. He has been engaged in many major commercial developments in Hong Kong for more than 50 years. Mr Li served as a member of the Hong Kong Special Administrative Region's Basic Law Drafting Committee, Hong Kong Affairs Adviser and the Preparatory Committee for the Hong Kong Special Administrative Region. He is also an Honorary Citizen of a number of cities in the Mainland and overseas. Mr Li is a keen supporter of community service organisations, and has served as honorary chairman of many such groups over the years. Mr Li is a current member of the International Business Advisory Council of the United Kingdom. Mr Li has received Honorary Doctorates from Peking University, The University of Hong Kong, The Hong Kong University of Science and Technology, The Chinese University of Hong Kong, City University of Hong Kong, The Open University of Hong Kong, University of Calgary in Canada and Cambridge University in the United Kingdom.

Mr Li is the father of Mr Li Tzar Kuoi, Victor, Deputy Chairman of the Company, and the brother-in-law of Mr Kam Hing Lam, Executive Director of the Company. He is the founder and the chairman of Cheung Kong (Holdings) Limited ("Cheung Kong", whose shares are listed on the Main Board of the Stock Exchange) and a settler of each of The Li Ka-Shing Unity Discretionary Trust of which Li Ka-Shing Unity Trustee Corporation Limited ("TDT1") is the trustee and another discretionary trust of which Li Ka-Shing Unity Trustcorp Limited ("TDT2") is the trustee. Each of TDT1 and TDT2 holds units in The Li Ka-Shing Unity Trust of which Li Ka-Shing Unity Trustee Company Limited ("TUT1") is the trustee. All of Cheung Kong, TUT1, TDT1 and TDT2 are substantial shareholders of the Company within the meaning of Part XV of the SFO. Mr Li also holds directorships in certain companies controlled by certain substantial shareholders of the Company. Save as disclosed above, Mr. Li does not have any relationship with any other Directors, senior management, substantial or controlling shareholders of the Company.

As at the Latest Practicable Date, Mr Li had corporate interests in 48,577,000 Shares and other interests in 2,141,698,773 Shares and 18,613,202 underlying Shares, in aggregate representing approximately 51.8109% of the issued share capital, of the Company within the meaning of Part XV of the SFO. There is no service contract entered into between the Company and Mr Li, and the term of his service as a Director is subject to retirement by rotation and re-election at the annual general meeting of the Company in accordance with the provisions of the Articles of Association. He is entitled to a director's fee of HK\$50,000 per annum (or a pro rata amount for the duration of his directorship for an incomplete year and subject to review by the Board from time to time). Such emoluments are determined with reference to the Company's performance and profitability, as well as remuneration benchmark in the industry and the prevailing market conditions.

Save as disclosed above, there are no other matters concerning Mr Li that need to be brought to the attention of the Shareholders nor any information to be disclosed pursuant to the requirements of Listing Rule 13.51(2).

(2) Frank John SIXT, MA, LLL

Mr Sixt, aged 55, has been an Executive Director of the Company since 1991 and Group Finance Director since 1998. He holds a Master's degree in Arts and a Bachelor's degree in Civil Law, and is a member of the Bar and of the Law Society of the Provinces of Quebec and Ontario, Canada.

Mr Sixt is the chairman of TOM Group Limited (whose shares are listed on the Main Board of the Stock Exchange) and TOM Online Inc. (whose shares are listed on the Growth Enterprise Market of the Stock Exchange). He is also an executive director of Cheung Kong Infrastructure Holdings Limited ("CKI", whose shares are listed on the Main Board of the Stock Exchange) and Hongkong Electric Holdings Limited ("HEH", whose shares are listed on the Main Board of the Stock Exchange), a non-executive director of Hutchison Telecommunications International Limited (whose shares are listed on the Main Board of the Stock Exchange and its American Depositary Shares are listed on the New York Stock Exchange, Inc.) and a director of Hutchison Telecommunications (Australia) Limited (whose shares are listed on Australian Securities Exchange Limited), Husky Energy Inc. (whose shares are listed on the Toronto Stock Exchange), Partner Communications Company Ltd. (whose shares are listed on the Tel-Aviv Stock Exchange with its American Depositary Shares quoted on the US NASDAQ and traded on the London Stock Exchange) and Hutchison Global Communications Holdings Limited (whose shares were previously listed on the Main Board of the Stock Exchange).

In addition, Mr Sixt is a non-executive director of Cheung Kong and a director of TUT1 as trustee of The Li Ka-Shing Unity Trust, TDT1 as trustee of The Li Ka-Shing Unity Discretionary Trust and TDT2 as trustee of another discretionary trust, all being substantial shareholders of the Company within the meaning of Part XV of the SFO. He also holds directorships in certain companies controlled by such substantial shareholders. Save as disclosed above, Mr Sixt does not have any relationship with any other Directors, senior management, substantial or controlling shareholders of the Company.

As at the Latest Practicable Date, Mr Sixt had personal interests in 50,000 Shares, representing approximately 0.0012% of the issued share capital, of the Company within the meaning of Part XV of the SFO. The term of his service as a Director is subject to retirement by rotation and re-election at the annual general meeting of the Company in accordance with the provisions of the Articles of Association. He is entitled to a director's fee of HK\$100,000 per annum (or a pro rata amount for the duration of his directorship for an incomplete year and subject to review by the Board from time to time). The emoluments specified in the service agreement appointing Mr Sixt as the Group Finance Director of the Company were HK\$7,203,360 per annum (which included his basic salary and allowances) and such amount of discretionary bonus which the Company may decide to pay. Such emoluments are determined with reference to the Company's performance and profitability, as well as remuneration benchmark in the industry and the prevailing market conditions.

Save as disclosed above, there are no other matters concerning Mr Sixt that need to be brought to the attention of the Shareholders nor any information to be disclosed pursuant to the requirements of Listing Rule 13.51(2).

(3) The Hon Sir Michael David KADOORIE, GBS, LLD (Hon.), Officier de la Légion d'Honneur, Commandeur de l'Ordre de Léopold II, Commandeur de l'Ordre des Arts et des Lettres

The Hon Sir Michael Kadoorie, aged 65, has been a Director of the Company since 1995 and is currently an Independent Non-executive Director of the Company. He is also the chairman of CLP Holdings Limited and The Hongkong and Shanghai Hotels, Limited, as well as Heliservices (Hong Kong) Limited. He also holds a number of directorships in other companies and organizations.

The Hon Sir Michael Kadoorie does not have any relationship with any other Directors, senior management, substantial or controlling shareholders of the Company.

As at the Latest Practicable Date, The Hon Sir Michael Kadoorie had other interests in 15,984,095 Shares, representing approximately 0.3749% of the issued share capital, of the Company within the meaning of Part XV of the SFO. There is a service agreement entered into between the Company and The Hon Sir Michael Kadoorie for the appointment of The Hon Sir Michael Kadoorie as an Independent Non-executive Director of the Company for an initial term of 12 months ended on 31 December 2005 which automatically renews for successive 12-month periods, subject to retirement by rotation and re-election in accordance with the provisions of the Articles of Association. The director's fee specified in the service agreement is HK\$100,000 per annum (or a pro rata amount for the duration of his directorship for an incomplete year and subject to review by the Board from time to time). Such emoluments are determined with reference to the Company's performance and profitability, as well as remuneration benchmark in the industry and the prevailing market conditions.

Save as disclosed above, there are no other matters concerning The Hon Sir Michael Kadoorie that need to be brought to the attention of the Shareholders nor any information to be disclosed pursuant to the requirements of Listing Rule 13.51(2).

(4) George Colin MAGNUS, OBE, BBS

Mr Magnus, aged 71, has been a Director of the Company since 1980. He served as Deputy Chairman of the Company from 1984 to 1993, and is currently a Non-executive Director of the Company. He is also a non-executive director of CKI and HEH. He holds a Master's degree in Economics.

In addition, he is a non-executive director of Cheung Kong, a substantial shareholder of the Company within the meaning of Part XV of the SFO. He was previously a director of Continental Realty Limited (a substantial shareholder of the Company within the meaning of Part XV of the SFO) and certain companies controlled by certain substantial shareholders of the Company before he retired from these positions in October 2005. Save as disclosed above, Mr Magnus does not have any relationship with any other Directors, senior management, substantial or controlling shareholders of the Company.

As at the Latest Practicable Date, Mr Magnus had personal interests in 40,000 Shares, family interest in 9,900 Shares and other interests in 950,100 Shares, in aggregate representing approximately 0.0235% of the issued share capital, of the Company within the meaning of Part XV of the SFO. There is a service agreement entered into between the Company and Mr Magnus for the appointment of Mr Magnus as a Non-executive Director of the Company for an initial term ended on 31 December 2005 which automatically renews for successive 12-month periods, subject to retirement by rotation and re-election in accordance with the provisions of the Articles of Association. The director's fee specified in

the service agreement is HK\$100,000 per annum (or a pro rata amount for the duration of his directorship for an incomplete year and subject to review by the Board from time to time). Such emoluments are determined with reference to the Company's performance and profitability, as well as remuneration benchmark in the industry and the prevailing market conditions.

Save as disclosed above, there are no other matters concerning Mr Magnus that need to be brought to the attention of the Shareholders nor any information to be disclosed pursuant to the requirements of Listing Rule 13.51(2).

APPENDIX II EXPLANATORY STATEMENT FOR THE REPURCHASE MANDATE

This appendix serves as an explanatory statement, as required by the Listing Rules, to provide requisite information to the Shareholders for their consideration of the Repurchase Mandate.

1. Share Capital

As at the Latest Practicable Date, the issued ordinary share capital of the Company comprised 4,263,370,780 Shares.

Subject to the passing of Ordinary Resolution No (2) at the AGM and on the basis that no further Shares are issued or repurchased prior to the AGM, the Company would be allowed under the Repurchase Mandate to repurchase a maximum of 426,337,078 Shares, representing 10% of the issued ordinary share capital of the Company.

2. Reasons for Repurchases

The Directors believe that the Repurchase Mandate is in the best interests of the Company and the Shareholders. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net assets and/or earnings per Share and will only be made when the Directors believe that such a repurchase will benefit the Company and the Shareholders.

3. Funding of Repurchases

In repurchasing Shares, the Company may only apply funds legally available for such purpose in accordance with its Memorandum and Articles of Association and the Companies Ordinance. The Companies Ordinance provides that the amount of capital repaid in connection with a share repurchase may only be paid from the distributable profits of the Company and/or the proceeds of a new issue of Shares made for the purpose of the repurchase to such extent allowable under the Companies Ordinance.

There might be an adverse impact on the working capital or gearing position of the Company as compared with the position disclosed in the audited consolidated accounts contained in the Annual Report for the year ended 31 December 2006 in the event that the proposed share repurchases were to be carried out in full at any time during the proposed repurchase period. However, the Directors do not propose to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or the gearing levels which in the opinion of the Directors are from time to time appropriate for the Company.

APPENDIX II EXPLANATORY STATEMENT FOR THE REPURCHASE MANDATE

4. Share Prices

The highest and lowest prices at which the Shares were traded on the Stock Exchange during each of the previous twelve months and the period from 1 April 2007 to the Latest Practicable Date were as follows:

	Highest (HK\$)	Lowest (HK\$)
April 2006	79.05	71.35
May 2006	78.15	70.05
June 2006	71.25	68.00
July 2006	71.90	68.30
August 2006	74.65	69.85
September 2006	71.40	68.05
October 2006	70.25	68.00
November 2006	75.90	68.95
December 2006	80.00	71.55
January 2007	83.00	77.45
February 2007	82.20	73.50
March 2007	76.95	71.60
1 April – 16 April 2007	77.60	74.95

5. Directors, their undertakings and associates and connected persons

The Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the powers of the Company to make repurchases pursuant to the Repurchase Mandate and in accordance with the Listing Rules and the Companies Ordinance.

None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their associates, has any present intention to sell any Shares to the Company or its subsidiaries under the Repurchase Mandate if such is approved by the Shareholders.

No connected persons have notified the Company that they have a present intention to sell Shares to the Company or have undertaken not to sell any of the Shares held by them to the Company, in the event that the Repurchase Mandate is approved by the Shareholders.

6. Takeovers Code

If on the exercise of the power to repurchase Shares pursuant to the Repurchase Mandate, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purposes of Rule 32 of the Takeovers Code. As a result, a Shareholder or group of Shareholders acting in concert, could obtain or consolidate control of the Company and become obliged to make a mandatory offer in accordance with Rules 26 and 32 of the Takeovers Code.

As at the Latest Practicable Date, subsidiaries of Cheung Kong held together 2,130,202,773 Shares, representing approximately 49.97% of the issued ordinary share capital of the Company and for the purposes of the SFO, each of Mr Li Ka-shing, Mr Li Tzar Kuoi, Victor, Li Ka-Shing Unity Trustee Company Limited as trustee of The Li Ka-Shing Unity Trust, Li Ka Shing Unity Trustee Corporation Limited as trustee of The Li Ka-Shing Unity Discretionary Trust and Li Ka-Shing Unity Trustcorp Limited as trustee of another

discretionary trust (together the "Trust Companies") is taken to have an interest in the same block of 2,130,202,773 Shares. Mr Li Ka-shing and Mr Li Tzar Kuoi, Victor, as Directors, are also taken to have interest in 11,496,000 Shares held by a unit trust. In addition, Mr Li Ka-shing held 48,577,000 Shares through certain companies in which he is entitled to exercise or control the exercise of one-third or more of the voting power at their general meetings and Mr Li Tzar Kuoi, Victor held 1,086,770 Shares through certain companies in which he is entitled to exercise or control the exercise of one-third or more of the voting power at their general meetings. For the purposes of the Takeovers Code, Mr Li Ka-shing and Mr Li Tzar Kuoi, Victor are concert parties and are taken to have interests in a total of 2,191,362,543 Shares representing approximately 51.40% of the issued ordinary share capital of the Company.

In the event that the Directors exercise in full the power to repurchase Shares which is proposed to be granted pursuant to Ordinary Resolution No (2) of the AGM, then (if the present shareholdings otherwise remained the same) the aggregate interests of Cheung Kong and the Trust Companies would be increased to approximately 55.82% of the issued ordinary share capital of the Company and similarly, the aggregate interests of both Mr Li Ka-shing and Mr Li Tzar Kuoi, Victor would be increased to approximately 57.11% of the issued ordinary share capital of the Company. In the opinion of the Directors, such increase will not give rise to any obligation to make a mandatory offer under Rule 26 of the Takeovers Code.

7. Share repurchases made by the Company

The Company did not purchase any of its Shares (whether on the Stock Exchange or otherwise) in the six months preceding the Latest Practicable Date.

APPENDIX III PRINCIPAL TERMS OF THE HTAL EMPLOYEE OPTION PLAN

In this appendix, unless otherwise defined or the context otherwise requires, the following expressions have the following meanings:

"Adoption Date" means the date on which the HTAL Board resolves the HTAL Employee Option Plan shall commence or the date on which the conditions prescribed by the HTAL Board have been fulfilled (as the case may be), which date may be conclusively evidenced by a certificate of a Director of HTAL stating the date of the "Adoption Date";

"ASX" means Australian Securities Exchange Limited;

"ASX Listing Rules" means the official listing rules of the ASX as amended, re-enacted, modified by administrative act or affected by a subordinate instrument;

"Business Day" has the meaning given in the ASX Listing Rules;

"Ceasing to be Employed by a Group Company" means in the case of an Employee, ceasing to be employed by a Group Company and not being employed by any other Group Company, and in the case of a non-executive director (including any Independent Non-Executive Director), ceasing to be a director of a Participating Company;

"Control" has the same meaning as in Section 50AA of the Corporations Act;

"Corporations Act" means the *Corporations Act 2001 (Cth)*;

"Demerger" means a transfer, direct or indirect, by HTAL or a Subsidiary of shares in a Subsidiary, so that that Subsidiary ceases to be a Group Company in circumstances where shares in such Subsidiary are offered or transferred to HTAL's existing shareholders pro rata;

"Director" means a director (whether executive or non-executive) of HTAL or a Related Body Corporate;

"Eligible Person" shall have the meaning ascribed thereto in paragraph 2;

"Employee" means a full time or part time employee (including a director employed in an executive capacity) of a Participating Company;

"Employee Share" means a HTAL Share resulting from the exercise of a Right;

"Employee Share Plan" means a plan or similar arrangement the purpose of which is to provide HTAL Shares or rights to acquire HTAL Shares to Employees and/or involving the grant by HTAL or any of its Subsidiaries of options over new securities issued by HTAL or any of its Subsidiaries established by HTAL or any of its Subsidiaries in respect of which the SEHK Listing Rules may apply;

"Employment" means employment or appointment (in the sense of holding office) by a Group Company;

"Exercise Date" means the date on which a Right becomes exercisable, being the date stated by the HTAL Board as the Exercise Date, or fixed by a method of calculation prescribed by the HTAL Board in the Offer of the Right (subject always to the earlier exercise in accordance with paragraph 13 or 14 and any other terms of the HTAL Employee Option Plan);

"Exercise Price" means the amount payable on exercise of a Right, (if any), as prescribed by the HTAL Board in the Offer (subject to the adjustment in accordance with paragraph 15);

APPENDIX III PRINCIPAL TERMS OF THE HTAL EMPLOYEE OPTION PLAN

"Expiry Date" means the date on which a Right lapses, being the date stated by the HTAL Board in the Offer as the Expiry Date, or fixed by a method of calculation prescribed by the HTAL Board in the Offer being no later than the date falling 10 years from the Grant Date of that Right (subject always to earlier lapse in accordance with the provisions of paragraph 10(e) and any other terms of the HTAL Employee Option Plan);

"General Scheme Limit" means general scheme limit referred to in paragraph 7(b);

"Grant Date" means the date on which a Right is, or is deemed to be, granted;

"Group Company" means each of HTAL and any Related Body Corporate;

"HTAL" means Hutchison Telecommunications (Australia) Limited, a company incorporated in Australia with limited liability whose shares are listed on ASX;

"HTAL Board" means the Board of Directors of HTAL or a committee appointed by the HTAL Board to exercise the HTAL Board's authorities in respect of the HTAL Employee Option Plan and to administer the HTAL Employee Option Plan;

"HTAL Employee Option Plan" means the HTAL Employee Option Plan constituted and governed by the Rules;

"HTAL Share" means a fully paid ordinary share in the capital of HTAL, the rights attaching to which are set out in HTAL's constitution as amended from time to time;

"HTAL Shareholder" means the registered holder of any HTAL Share;

"Independent Non-Executive Director" means, in relation to any company, a person who is an independent non-executive director of that company within the meaning of Rule 3.11 of the SEHK Listing Rules (or, where applicable, the listing rules of the relevant Stock Exchange);

"Listed Parent" means any holding companies (as defined under the SEHK Listing Rules) of HTAL from time to time, whose shares are listed on SEHK or any other Stock Exchange;

"Listing Rules" means the ASX Listing Rules and/or SEHK Listing Rules;

"Offer" means an offer that is issued to an Eligible Person under paragraph 4 titled as "Offer of Rights";

"Participant" means an Eligible Person to whom a Right is granted;

"Participating Company" means each Group Company to which the HTAL Board resolves that the HTAL Employee Option Plan extends;

"Performance Condition" means a condition prescribed by the HTAL Board as a condition that must be satisfied before a Right may be exercised (subject to paragraphs 13 and 14);

"Plan Share" means, in relation to a Right, each HTAL Share that a Participant has a right to acquire under the Right;

APPENDIX III PRINCIPAL TERMS OF THE HTAL EMPLOYEE OPTION PLAN

"Redundancy" means termination of Employment of an Employee by a Participating Company due to economic, technological, structural or other organisational change where, through no act or default of the Employee:

- (a) the Participating Company no longer requires the duties and responsibilities carried out by the Employee to be carried out by anyone;
- (b) the Participating Company no longer requires the position held by the Employee to be held by anyone, or
- (c) the Participating Company has materially changed the duties and responsibilities or some other fundamental feature of the position held by the Employee;

"Related Body Corporate" has the meaning given by section 50 of the Corporations Act;

"Right" means each right under the HTAL Employee Option Plan to acquire (in the case of an option that has an Exercise Price, by subscription or purchase):

- (a) a HTAL Share, and
- (b) each additional HTAL Share that the Participant is entitled to acquire under the Right by operation of paragraph 15;

"Rules" means the rules of the HTAL Employee Option Plan as amended from time to time;

"SEHK" means The Stock Exchange of Hong Kong Limited;

"SEHK Listing Rules" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited as amended from time to time;

"Special Dividend" means any special dividend in cash or in any other form or a combination thereof, other than a dividend in the ordinary course, which HTAL declares and distributes following completion of the sale by a Group Company of any asset only out of the proceeds of such sale;

"Stock Exchange" means the ASX or SEHK or any other stock exchange on which the shares of any holding company of HTAL are listed;

"Subsidiary" means, in relation to a company, a body corporate that is a subsidiary of HTAL in terms of Division 6 of Part 1.2 of the Corporations Act;

"Takeover Bid" has the meaning given in section 9 of the Corporations Act;

"Terms of Grant" means, in relation to a Right:

- (a) the Rules;
- (b) the Offer of the Right;
- (c) each Performance Condition and each other term or condition prescribed by the HTAL Board, that applies to the Right; and
- (d) each certificate or statement (or balance certificate or statement) issued with respect to the grant of the Right under the Rules;

"Tranche" means a number of Rights, each having the same Grant Date, Exercise Date and Expiry Date.

The following is a summary of the principal terms of the HTAL Employee Option Plan.

1. Purpose

The purpose of the HTAL Employee Option Plan is to provide HTAL with a flexible means of either retaining, incentivising, rewarding, remunerating, compensating and/or providing benefits to Eligible Persons.

2. Who may join

HTAL may, at the HTAL Board's discretion, grant a Right, to (a) an Employee or (b) a non-executive director (including any Independent Non-Executive Director) of a Participating Company, who is declared by the HTAL Board to be an Eligible Person for the purposes of the HTAL Employee Option Plan ("Eligible Person"), subject to:

- (a) any Performance Condition and any other term or condition that the HTAL Board prescribes in the Offer or any other Terms of Grant. The HTAL Board may, at its sole discretion, vary, waive or amend in whole or in part any such Performance Condition or may impose entirely different Performance Conditions to those specified in the Offer or any other Terms of Grant, to the extent allowable under relevant law or regulatory restrictions, and subject to any approvals required under any applicable Listing Rules; and/or
- (b) any restriction on the disposal or other dealing (which includes transferring, encumbering or making subject to any interest in favour of any other person) of the HTAL Shares issued pursuant to the exercise of any such Right for a minimum holding period specified in the Offer or any other Terms of Grant. In such event, the exercise of such Right shall be conditional on (i) the relevant Participant confirming in writing at the time of exercise that he or she continues to be bound by the said minimum holding restriction and will not take any action or permit another person to take any action to remove the restriction and (ii) any other procedures to be implemented by the HTAL Board that it considers appropriate and that complies with the Listing Rules, to ensure compliance with this restriction.

No payment is required for the grant of a Right unless the HTAL Board determines otherwise.

3. Rights

A Participant shall have no interest in HTAL Shares the subject of his or her Rights unless and until those Rights are exercised and HTAL Shares are allotted or transferred (as the case may be) to that Participant as a result thereof.

The Rights do not give the Participant any voting or dividend rights or any rights arising on the liquidation of HTAL.

4. Offer of Rights

The HTAL Board may issue to an Eligible Person a written offer of Rights in such form as the HTAL Board determines from time to time (the "Offer"), specifying, among others:

- (a) whether the Rights are to be granted in a single Tranche or in several Tranches;
- (b) the number of Rights for which the Eligible Person may apply in each Tranche, or how the number is calculated;
- (c) if there is an amount payable for the grant of each Right, the amount, or how it is calculated;
- (d) subject to paragraph 6, if there is an Exercise Price for a Right, the amount, or how it is calculated;
- (e) the Exercise Date for each Tranche, or how it is fixed;
- (f) the Expiry Date for each Tranche or other number of Rights within a Tranche, or how it is fixed;
- (g) each Performance Condition;
- (h) any restriction on the numbers of Rights that may be exercised, or that may be exercised at one time or the number of times in any calendar year that a Participant may exercise Rights;
- (i) how to apply for the Rights; and
- (j) (if applicable) any minimum holding period of the HTAL Shares issued pursuant to the exercise of a Right.

5. Period of the HTAL Employee Option Plan

The HTAL Employee Option Plan commences on the Adoption Date and subject to paragraph 19, shall be valid and effective for a period of ten years from the Adoption Date, after which date no further Rights may be issued but the provisions of the HTAL Employee Option Plan shall remain in full force and effect to the extent necessary to give effect to the exercise of any Rights granted or exercised prior thereto and which are at time or become thereafter capable of exercise under the HTAL Employee Option Plan, or otherwise as may be required in accordance with the provisions of the HTAL Employee Option Plan.

6. Exercise Price

The Exercise Price (if any) for a Right, subject to any adjustments made pursuant to paragraph 15, is an amount determined by the HTAL Board or by the application of a method of calculating the Exercise Price that is prescribed by the HTAL Board provided that it shall be not less than the higher of ^(Note 1):

- (a) the closing price of the HTAL Shares as quoted by the ASX on the Grant Date; and
- (b) the average of the closing price of the HTAL Shares as quoted by the ASX for the five Business Days immediately preceding the Grant Date.

Note 1: A HTAL Share does not have any nominal value.

7. Maximum number of HTAL Shares subject to the HTAL Employee Option Plan

- (a) The maximum number of HTAL Shares which may be allotted and issued upon exercise of all outstanding Rights and options granted and yet to be exercised under the HTAL Employee Option Plan and all other Employee Share Plan shall not exceed thirty (30) per cent. of the HTAL Shares in issue from time to time. No options may be granted under the HTAL Employee Option Plan or any other Employee Share Plan if the grant of such option will result in the limit referred to in this paragraph 7(a) being exceeded.

- (b) The total number of HTAL Shares which may be allotted and issued upon exercise of all Rights and options (excluding, for this purpose, Rights or options which have lapsed in accordance with the terms of the HTAL Employee Option Plan and any other Employee Share Plan) to be granted under the HTAL Employee Option Plan and all other Employee Share Plan must not in aggregate exceed ten (10) per cent. of the HTAL Shares in issue as at the Adoption Date ("General Scheme Limit") provided that:
 - (i) subject to paragraph 7(a) and without prejudice to paragraph 7(b)(ii) below, the HTAL Board may, with the approval of the Listed Parent's shareholders in general meeting if required to do so and in compliance with other applicable requirements under the SEHK Listing Rules, "refresh" the General Scheme Limit provided that the total number of HTAL Shares which may be allotted and issued upon exercise of all Rights and options under the HTAL Employee Option Plan and all other Employee Share Plan must not exceed ten (10) per cent. of the HTAL Shares in issue at the date on which shareholders of the Listed Parent approve such "refreshed" limit (where applicable) and for the purpose of calculating the limit, the Rights and options (including those outstanding, cancelled, lapsed or exercised in accordance with the HTAL Employee Option Plan and all other Employee Share Plan) previously granted under the HTAL Employee Option Plan and any other Employee Share Plan of HTAL will not be counted; and

 - (ii) subject to paragraph 7(a) and without prejudice to paragraph 7(b)(i) above, the HTAL Board may, with the approval of the Listed Parent's shareholders in general meeting if required to do so and in compliance with the other applicable requirements under the SEHK Listing Rules, grant Rights beyond the General Scheme Limit or, if applicable, the extended limit referred to in paragraph 7(b)(i) to the Participants specifically identified by the HTAL Board before such approval is sought.

- (c) The limits prescribed in this paragraph 7 are subject to any issue limitation prescribed in the Australian Securities & Investments Commission Class Order 03/184 (or any replacement or amendment of that Class Order). At the Adoption Date the Class Order prescribes a limit of that number of HTAL Shares to be issued on exercise of a Right when aggregated with:
 - (i) the number of HTAL Shares which would be issued were each outstanding Right to be exercised; and

 - (ii) the number of HTAL Shares issued during the previous five years pursuant to the HTAL Employee Option Plan or any other employee share plan,

(but disregarding any Rights acquired or HTAL Shares issued by way of or as a result of an offer to a person situated at the time of receipt of the offer outside Australia, or an offer that was an excluded offer or invitation within the meaning of the Corporations Law, or an offer that did not need disclosure to investors or that did not require the giving of a product disclosure statement because of section 1012D of the Corporations Act, or an offer made under a disclosure document or product disclosure statement) shall not exceed 5% of the total number of HTAL Shares at the time of the Grant Date of such Right.

8. Maximum entitlement to each Participant

Except with the approval of the shareholders of the Listed Parent in general meeting if required to do so and in compliance with the other applicable requirements under the SEHK Listing Rules, the total number of HTAL Shares issued and which may fall to be issued upon exercise of the options granted under the HTAL Employee Option Plan and any other Employee Share Plan (including both exercised and outstanding options) to each Participant in any 12-month period shall not exceed one (1) per cent. of the HTAL Shares in issue for the time being.

9. Issue or transfer of HTAL Shares on exercise of Rights

After a Right is exercised, HTAL, within any period applicable under the Listing Rules or if no such period is prescribed, within a reasonable period, will issue or procure the transfer to the Participant of each Plan Share to which the Participant is entitled under the Right.

All HTAL Shares issued under the HTAL Employee Option Plan will rank *pari passu* in all respects with the HTAL Shares of the same class for the time being on issue, except for any rights already attaching to the HTAL Shares then in issue by reference to a record date before the date of the exercise of the Right under the HTAL Employee Option Plan.

If HTAL Shares of the same class as HTAL Shares issued under the HTAL Employee Option Plan are quoted on the Stock Exchange, HTAL will apply to the Stock Exchange within the period applicable under the Listing Rules, if any, for the HTAL Shares issued under the HTAL Employee Option Plan to be quoted.

10. Exercise of Rights

- (a) When permitted to do so under this paragraph 10 and the other Terms of Grant, a Participant may exercise a Right in the way required by HTAL, and where applicable, by paying the Exercise Price to or as directed or permitted by HTAL.
- (b) A Participant may exercise any or all of his or her Rights by notice of exercise in writing in such form as the HTAL Board may from time to time require delivered to such person as is designated by the HTAL Board. The notice of exercise of a Right must be completed, signed by the Participant or by his or her appointed agent, and must be accompanied by:
 - (i) the relevant statement or certificate or balance statement or certificate (as the case may be), if any; and
 - (ii) the correct payment in full of the total Exercise Price for the number of HTAL Shares being subscribed for.

- (c) Subject to paragraph 10(d), a Participant may only exercise a Right on or after the first to occur of:
 - (i) its Exercise Date; and
 - (ii) the date on which the Participant becomes entitled or is required to exercise the Right under paragraph 13 or paragraph 14.
- (d) If a Right is subject to a Performance Condition, it may not be exercised unless the Performance Condition is satisfied except when expressly permitted otherwise by the Rules or other Terms of Grant.
- (e) A Right, not previously exercised, lapses and may not be exercised after the earliest of:
 - (i) the Expiry Date;
 - (ii) the date on which the Participant Ceases to be Employed by a Group Company or such later date as extended pursuant to paragraph 11;
 - (iii) the last date on which the Participant becomes entitled or is required to exercise the Right under paragraph 13 or paragraph 14; and
 - (iv) the date on which the HTAL Board cancels a Right pursuant to paragraph 12(a) or paragraph 18 or any other provisions of the Terms of Grant,

provided that notwithstanding anything contained in this paragraph, the HTAL Board may in writing extend the Expiry Date or the last date of the period(s) during which a Participant may exercise a Right (as the case may be) to a later date, being no later than the date falling ten years from the Grant Date of that Right.

- (f) Notwithstanding any period for the exercise of a Right prescribed or otherwise determined by the HTAL Board under paragraph 11, if any of the events referred to in paragraph 13 or 14 shall occur during such period, then the Participant may exercise the Right pursuant to paragraph 13 or 14 respectively.
- (g) It is a condition precedent to the exercise of a Right that the Participant is (i) not bankrupt; (ii) has not committed an act of bankruptcy; and (iii) has complied with the Terms of Grant, unless the HTAL Board permits a Participant to exercise in these circumstances by notice in writing to the Participant.

11. Exercise following death or other cessation of employment

- (a) If, before a Right is exercised, a Participant dies at a time when:
 - (i) the Participant has not Ceased to be Employed by a Group Company, or
 - (ii) the Participant has Ceased to be Employed by a Group Company and is entitled to exercise the Right under paragraph 11(b),

then any outstanding Offer of a Right which has not been accepted and any Right not exercisable under paragraph 10 will immediately lapse and the duly appointed legal personal representative of the Participant may only exercise such Right, if it is

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exercisable under paragraph 10, on and from the date of death until the expiry of whatever term the HTAL Board may determine, and in the absence of such determination, twelve months after that date.

(b) If, before a Right is exercised, a Participant Ceases to be Employed by a Group Company for any reason other than death, then provided a Right is exercisable under paragraph 10:

(i) if, in the opinion of the HTAL Board, the Employment ceases because of:

- (1) ill-health or injury, which renders the Participant concerned unfit to perform the duties of his or her Employment and which in the normal course would render the Participant unfit to continue performing such duties for the following twelve months and provided that such illness or injury is not self-inflicted or as a result of alcohol or drug abuse; or
- (2) retirement on reaching the applicable retirement age in accordance with the terms of a Participant's contract of Employment or applicable company policy (if any) or by agreement between the Participant and his or her employer,

the Participant or in the case of legal incapacity, the duly appointed legal personal representative of the Participant, may exercise the Right on and from the date of cessation until the expiry of whatever period the HTAL Board may determine, and in the absence of such determination, twelve months after that date of cessation;

(ii) if, in the opinion of the HTAL Board, the Employment ceases because:

- (1) of Redundancy;
- (2) the company that employs the Employee ceases to be a Group Company whether or not, after the cessation, the Employee remains an employee of that employer; or
- (3) the Employee is employed in a business that is acquired by a person that is not a Group Company,

the Participant may exercise the Right on or after the Exercise Date within such period, if any, as may be determined by the HTAL Board either in the Offer or on a case by case basis, and in the absence of such determination, thirty days after that date of cessation;

(iii) if the Employment ceases for any reason other than death, or a reason given in paragraphs (i) or (ii) above, the Participant may exercise the Right only if and to the extent permitted by the HTAL Board in writing, and on and from the Exercise Date until the expiry of whatever period, if any, the HTAL Board may determine.

12. Cancellation of Rights

- (a) If, in the HTAL Board's opinion, a Participant has breached paragraph 2(b) or acts fraudulently or dishonestly in regard to, or is in breach of duty (under a contract or otherwise) to, a Group Company, or otherwise brings a Group Company into disrepute, then the HTAL Board may cancel all or part of the Rights of such Participant (to the extent not exercised) and such Rights shall lapse on the date so determined by the HTAL Board.
- (b) Subject to the HTAL Board rights to cancel a Right pursuant to paragraph 12(a) or paragraph 18 or any other provisions of the Terms of Grant, any Right granted but not exercised may not be cancelled except with the written consent of the relevant Participant and the prior approval of the HTAL Board.
- (c) Where HTAL cancels any Right granted to a Participant but not exercised and issues any new Right to the same Participant, the issue of such new Right may only be made with available unissued Rights (excluding, for this purpose, the Rights so cancelled) within the limits as provided in paragraphs 7 and 8, and in accordance with any applicable Listing Rules.

13. Early Exercise by Participant

- (a) If, following or during a Takeover Bid or scheme of arrangement, the voting power of any person exceeds 50% (excluding any person whose voting power exceeded 50% at the commencement of the Takeover Bid), a Participant may, subject to paragraph 10(b) but whether or not any Performance Condition has been satisfied exercise his or her Rights within one month from the close of the Takeover Bid or approval of the scheme (or from such earlier time as determined by the HTAL Board).
- (b) If HTAL gives notice to HTAL Shareholders of a proposed Demerger, and HTAL's auditors confirm in writing to HTAL that (disregarding the requirements or implications of any Performance Condition) the interests of Participants would or might be substantially prejudiced if, before the proposed Demerger had effect, the Participants could not exercise their Rights and be registered holders of the relevant Plan Shares, the HTAL Board will give a written notice to each Participant, and the Participant may exercise his or her Right within the period as stated in such notice, subject to paragraph 10(b) but whether or not any Performance Condition has been satisfied and such other terms or conditions as may be prescribed by the HTAL Board.
- (c) If: (i) a person becomes entitled to acquire HTAL Shares under section 414 or Chapter 6A of the Corporations Act other than as a result of the conversion of any convertible securities issued by HTAL, and does exercise either right; or (ii) HTAL passes or is deemed to have passed a resolution for voluntary winding up or an order is made for the compulsory winding up of HTAL,

then, subject to paragraph 10(b) but whether or not any Performance Condition has been satisfied, a Participant may exercise his or her Rights within one month after the occurrence of the relevant event.

14. Early exercise required by Company

If there is a Takeover Bid or scheme of arrangement or compulsory acquisition of any description under the Corporations Act and if the HTAL Board determines that as a result HTAL will (or will likely) be wholly owned by an entity and cease to be listed on ASX, then the HTAL Board may (but is not obliged to) issue an early exercise notice which:

- (a) requires all outstanding Rights to be exercised within a period from the notice (such period to be determined by the HTAL Board), and after that time all unexercised Rights lapse;
- (b) (if the HTAL Board so decides) applies whether or not any applicable Performance Condition has been satisfied; and/or
- (c) (if the HTAL Board so decides) pro rates the number of outstanding Rights able to be exercised by reference to the proportion of the applicable period to judge the Performance Condition which has elapsed.

15. Adjustment to Rights

- (a) If HTAL Shares are issued pro rata to the HTAL Shareholders by way of bonus issue (i.e. for which no consideration is payable by them) a Participant is entitled, on exercise of a Right, to an issue of HTAL Shares, in addition to the Plan Shares that relate to the Right immediately before the bonus issue:
 - (i) the number of additional HTAL Shares that the Participant has a right to acquire is the number that would have been issued to a HTAL Shareholder who, at the date for determining entitlements under the bonus issue, held HTAL Shares equal in number to the Plan Shares then held by the Participant;
 - (ii) no consideration is payable for the additional bonus HTAL Shares; and
 - (iii) the additional HTAL Shares are issued out of the same account as that from which the HTAL Shares were issued to the HTAL Shareholders.
- (b) If there is a pro-rata issue of securities to the HTAL Shareholders other than by way of bonus issue (i.e. other than an issue for which no consideration is payable by such HTAL Shareholders) but including without limitation, any securities convertible into share capital or warrants or options to subscribe for any shares capital, other than the options under the HTAL Employee Option Plan or other Employee Share Plan, the Exercise Price of each Right (where there is an Exercise Price) is reduced according to the following formula:

$$O' = O - \frac{E[P-(S+D)]}{N+1}$$

Where:

- O' = the new Exercise Price of the Right
- O = the old Exercise Price of the Right
- E = the number of underlying Plan Shares into which one Right is exercisable

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- P = the average market price per HTAL Share (weighted by reference to volume) in the ordinary course of trading on the Stock Exchange during the 5 trading days ending on the day before the ex rights or ex entitlements date
- S = the subscription price for a security under the pro rata issue
- D = the dividend due but not yet paid on HTAL Shares of the same class as the Plan Shares (except those to be issued under the pro rata issue referred to in this paragraph)
- N = the number of securities with rights or entitlements that must be held to receive a right to one new security.
- (c) In the circumstances referred to in paragraph 15(b) and subject to the Listing Rules, where the Exercise Price of a Right is zero or less than zero, the HTAL Board may make such adjustment to the number of HTAL Shares relating to a Right as it considers appropriate.
- (d) If there is any reorganisation, including subdivision, consolidation, reduction, or return of the issued capital of HTAL, the number of HTAL Shares comprised in a Right and/or the Exercise Price thereof and/or any other terms of such Right, will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of any reorganisation of HTAL's capital.
- (e) Upon distribution by HTAL to the HTAL Shareholders of any Special Dividend, the HTAL Board may at its absolute discretion, but is not obliged to, make an adjustment to the Exercise Price of any Right granted but not exercised and/or the number of HTAL Shares comprised in such Right as at the date of such distribution by an amount which the HTAL Board considers as reflecting the impact of such distribution will have or will likely to have on the trading price of the HTAL Shares provided that (a) the HTAL Board's determination of any adjustments and the terms in relation to such adjustments shall be final and binding on all Participants; (b) the amount of the adjustment shall not exceed the amount of such distribution to be made to the HTAL Shareholders; (c) in respect of any such Right, the HTAL Board may impose any terms and conditions as it sees fit before such adjustment takes effect; and (d) any adjustment provided for in this paragraph 15(e) shall be cumulative to any other adjustments contemplated under this paragraph 15 or approved by the shareholders of the Listed Parent in general meeting (if required by the Listing Rules).
- (f) If required by the Listing Rules, an independent financial adviser or HTAL's auditors shall confirm to the HTAL Board in writing that the adjustment made or to be made pursuant to this paragraph 15 satisfies the relevant requirements of the Listing Rules.
- (g) The HTAL Board may make such adjustment to the maximum number of HTAL Shares subject to the HTAL Employee Option Plan and/or the individual limit referred to in paragraph 8 as it considers appropriate in the event that any adjustment is made pursuant to the other provisions of this paragraph 15.
- (h) For the avoidance of doubt, notwithstanding anything contained in this paragraph 15, no adjustment whatsoever shall be made under this paragraph 15 in the event of an issue of HTAL Shares or securities convertible into HTAL Shares (i) by way of

consideration in respect of a transaction to which a Group Company is a party or (ii) in satisfaction or in place of a dividend or by way of dividend reinvestment other than pursuant to paragraph 15(e).

- (i) The provisions of this paragraph 15 are subject to the Listing Rules applicable at the time of any application of this paragraph.

16. Amendments to the HTAL Employee Option Plan

- (a) Subject to paragraphs 16(b), 16(c) and 16(d), any Listing Rules or applicable rules of any Stock Exchange and HTAL's constitution, the HTAL Board may amend (meaning, for the purposes of this paragraph 16, amend, add to, revoke, substitute or replace) the Rules or any of them, including this paragraph 16 (including, without limitation, amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions imposed by the provisions of the HTAL Employee Option Plan, other than those imposed by the Listing Rules).
- (b) Without the written consent of a Participant, the HTAL Board may not amend the Rules if, in its opinion, the amendment would materially reduce the rights of a Participant in respect of a Right granted before the date of the amendment, or a HTAL Share to be issued or transferred under the Right, unless the amendment is introduced primarily:
 - (i) for the purpose of complying with any State or Commonwealth legislation that affects the HTAL Employee Option Plan;
 - (ii) to correct a manifest error;
 - (iii) to address possible adverse tax implications for Participants generally or any Group Company arising from:
 - (1) a ruling of any relevant taxation authority;
 - (2) a change to tax legislation (including an official announcement by any relevant taxation authority); or
 - (3) the interpretation or a change in interpretation of tax legislation by a court of competent jurisdiction or by any relevant taxation authority;
 - (iv) to enable a Participating Company to comply with its constitution, any State or Commonwealth legislation or the Listing Rules and any applicable rules of any other Stock Exchange.
- (c)
 - (i) Without the approval of the shareholders of a Listed Parent in general meeting (if required under the Listing Rules), no amendment to the Rules relating to matters set out in Rule 17.03 of the SEHK Listing Rules shall be made by the HTAL Board which operates to the advantage of Participants.
 - (ii) Any amendment to the terms and conditions of the Rules which are of a material nature may only be made with the approval of the shareholders of the Listed Parent save where the amendments take effect automatically under the Rules.

- (iii) Any change to the authority of the HTAL Board in relation to any amendment of the Rules may only be made with the approval of the shareholders of the Listed Parent in general meeting.
- (iv) The amended terms and conditions of the Rules and/or Rights must still comply with the applicable requirements of the Listing Rules.
- (d) As soon as reasonably practicable after making an amendment under this paragraph, the HTAL Board, by written notice, will inform each Participant affected.

17. Amendment to terms of Rights

- (a) Subject to the other provisions of this paragraph 17 and in accordance with any applicable requirements of the Listing Rules, the HTAL Board may at any time:
 - (i) waive any provision or matter specified in any Terms of Grant; or
 - (ii) vary or amend any term or condition attaching to a Right with the agreement of the Participant (unless where the amendments take effect automatically under the HTAL Employee Option Plan or otherwise permitted to do so in the HTAL Board's sole discretion in accordance with the Rules, in which case the agreement of the Participant is not required),

if the HTAL Board determines that to do so would be consistent with the purpose of the HTAL Employee Option Plan.

- (b) Any amendment to the terms and conditions of Rights granted to a Participant who is a Substantial Shareholder or an Independent Non-Executive Director of a Listed Parent, or any of their respective Associates, may only be made in accordance with any applicable requirements of the Listing Rules (each of "Substantial Shareholder", "Associates" and "Connected Person" shall have the meaning as given to it in the SEHK Listing Rules).
- (c) Where HTAL has one or more Listed Parent, any amendment required to be made with the approval of the shareholders of the Listed Parent in general meeting, must be obtained as nearly simultaneously with any necessary approval of the HTAL Shareholders as may be reasonably practicable.

18. Restriction on the transfer of Rights

A Right shall be personal to the Participant and shall not be transferred or otherwise dealt with (meaning for the purposes of this paragraph, disposed of, encumbered or made subject by the Participant to any interest in favour of any other person) unless the transfer is effected by force of law on death or legal incapacity to the Participant's legal personal representative. Any breach of the foregoing by a Participant shall entitle the HTAL Board to cancel any Right granted to such Participant to the extent not already exercised.

19. Termination

The HTAL Board may at any time terminate the operation of the HTAL Employee Option Plan and in such event no further Rights will be offered but in all other respects the provisions of the HTAL Employee Option Plan shall remain in force to the extent necessary to give effect to the exercise of any Rights (to the extent not already exercised) granted prior thereto or otherwise as may be required in accordance with the provisions of the HTAL Employee Option Plan and Rights (to the extent not already exercised) granted prior to such termination shall continue to be valid and exercisable in accordance with the HTAL Employee Option Plan.

Articles 58 to 61 of the Articles of Association set out the procedures under which a poll may be demanded.

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by –

- (i) the chairman of the meeting; or
- (ii) not less than five members present in person or by proxy and entitled to vote; or
- (iii) a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (iv) a member or members present in person or by proxy and holding Shares conferring a right to vote at the meeting being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

A demand for a poll may be withdrawn only with the approval of the meeting. Unless a poll is required, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.

A poll demanded on the election of a chairman or on a question of adjournment shall take forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the chairman may direct. No notice need to be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

NOTICE OF ANNUAL GENERAL MEETING

NOTICE is hereby given that the Annual General Meeting of shareholders of the Company will be held at the Ballroom, 1st Floor, Harbour Plaza Hong Kong, 20 Tak Fung Street, Hung Hom, Kowloon, Hong Kong on Thursday, 17 May 2007 at 12:00 noon for the following purposes:

1. To receive and consider the Statement of Audited Accounts and Reports of the Directors and Auditor for the year ended 31 December 2006.
2. To declare a final dividend.
3. To re-elect Directors.
4. To appoint Auditor and authorise the Directors to fix the Auditor's remuneration.
5. As special business to consider and, if thought fit, pass the following Resolutions:

Ordinary Resolutions

- (1) "THAT a general mandate be and is hereby unconditionally given to the Directors to issue and dispose of additional ordinary shares of the Company not exceeding 20% of the existing issued ordinary share capital of the Company."
- (2) "THAT:
 - (A) subject to paragraph (B) below, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to repurchase ordinary shares of HK\$0.25 each in the capital of the Company in accordance with all applicable laws and the requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited or of any other stock exchange as amended from time to time, be and is hereby generally and unconditionally approved;
 - (B) the aggregate nominal amount of ordinary shares of the Company to be repurchased by the Company pursuant to the approval in paragraph (A) above shall not exceed 10% of the aggregate nominal amount of the ordinary share capital of the Company in issue at the date of this Resolution, and the said approval shall be limited accordingly; and
 - (C) for the purposes of this Resolution, "Relevant Period" means the period from the passing of this Resolution until whichever is the earliest of
 - (i) the conclusion of the next Annual General Meeting of the Company;
 - (ii) the expiration of the period within which the next Annual General Meeting of the Company is required by law to be held; and
 - (iii) the date on which the authority set out in this Resolution is revoked or varied by an ordinary resolution of the Shareholders in general meeting of the Company."
- (3) "THAT the general mandate granted to the Directors to issue and dispose of additional ordinary shares pursuant to Ordinary Resolution No (1) set out in the notice convening this meeting be and is hereby extended by the addition thereto of an amount representing the aggregate nominal amount of the ordinary share capital of the Company repurchased by the Company under the authority granted pursuant to

NOTICE OF ANNUAL GENERAL MEETING

Ordinary Resolution No (2) set out in the notice convening this meeting, provided that such amount shall not exceed 10% of the aggregate nominal amount of the issued ordinary share capital of the Company at the date of this Resolution."

- (4) "THAT, with effect from the conclusion of the meeting at which this resolution is passed, the rules of the employee option plan of Hutchison Telecommunications (Australia) Limited (a subsidiary of the Company whose shares are listed on Australian Securities Exchange Limited) (a copy of which has been produced to the meeting and marked "A") (the "HTAL Employee Option Plan"), be and they are hereby approved and that the Directors of the Company, acting together, individually or by committee, be and they are hereby authorised to approve any amendments to the rules of the HTAL Employee Option Plan as may be acceptable or not objected to by The Stock Exchange of Hong Kong Limited, and to take all such steps as may be necessary, desirable or expedient to carry into effect the HTAL Employee Option Plan subject to and in accordance with the terms thereof with effect from the conclusion of the meeting at which this resolution is passed."

Special Resolution

"THAT the Articles of Association of the Company be altered in the following manner:

- (A) By deleting Article 85 in its entirety and substituting the following therefor:

"85. At each Annual General Meeting one-third of the Directors for the time being (or, if their number is not a multiple of three, the number nearest to but not less than one-third) or such other manner of rotation as may be required by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as modified from time to time) or other codes, rules and regulations as may be prescribed by the applicable regulatory authority from time to time shall retire from office by rotation."

with the following marginal note:

"Retirement by rotation"

- (B) By deleting Article 91 in its entirety and substituting the following therefor:

"91. The Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director. Without prejudice thereto the Directors shall have power at any time so to do, but so that the total number of Directors shall not thereby exceed the maximum number (if any) fixed by or in accordance with these presents. Any person so appointed by the Directors, in case of filling a casual vacancy, shall hold office only until the next General Meeting, or in the case of an additional Director, until the next Annual General Meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting."

with the following marginal note:

"Appointment of directors to casual vacancy or as additional Directors"

NOTICE OF ANNUAL GENERAL MEETING

The Register of Members of the Company will be closed from Thursday, 10 May 2007 to Thursday, 17 May 2007 both days inclusive.

By Order of the Board

Edith Shih

Company Secretary

Hong Kong, 19 April 2007

Notes:

- 1. In order to qualify for the final dividend payable on Friday, 18 May 2007, all transfers, accompanied by the relevant share certificates, must be lodged with the Company's Share Registrars, Computershare Hong Kong Investor Services Limited, at Rooms 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration not later than 4:30 pm on Wednesday, 9 May 2007.*
- 2. Only members are entitled to attend and vote at the meeting.*
- 3. A member entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and, on a poll, vote instead of that member. A proxy need not be a member. The Company's Articles of Association require proxy forms to be deposited at the Registered Office of the Company not later than 48 hours before the time for holding the meeting.*
- 4. At the meeting, the chairman of the meeting will exercise his power under Article 58 of the Articles of Association of the Company to put each of the above resolutions to the vote by way of a poll.*
- 5. With respect to Ordinary Resolution No (1), the Directors wish to state that they have no immediate plans to issue any new shares of the Company. Approval is being sought from the members under Ordinary Resolution No (1) as a general mandate for the purposes of Section 57B of the Companies Ordinance and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.*
- 6. A circular containing the information regarding, inter alia, the Directors proposed to be re-elected, the general mandates to issue shares and repurchase shares of the Company, the HTAL Employee Option Plan and the amendments to the Articles of Association of the Company will be sent to the shareholders of the Company together with the Company's 2006 Annual Report.*