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## **COSCO Pacific Limited**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 1199)**

### **ANNOUNCEMENT**

#### **CONTINUING CONNECTED TRANSACTIONS**

The Board would like to announce that on 3rd September 2009, Zhangjiagang Win Hanverky, a non wholly-owned subsidiary of the Company, entered into agreements with certain members of the Zhangjiagang Port Group Companies in relation to the supply of electricity, the supply of fuel, the provision of repairing services, manpower services, cleaning services and management services, and the leasing of land and terminal respectively for a term of not more than 3 years.

As Zhangjiagang Port Group holds a 49% equity interest in Zhangjiagang Win Hanverky, members of the Zhangjiagang Port Group Companies are connected persons of the Company. Accordingly, the Transactions constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules. As not all of the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the amount expected to be payable pursuant to the Electricity Usage Agreement, the Fuel Supply Agreement, the Repairing Services Agreement, the Manpower Services Agreement, the Cleaning Services Agreement and the Management Services Agreement in aggregate are less than 0.1%, but all of them are less than 2.5%, on an annual basis, such transactions are subject to the reporting and announcement requirements, but are exempt from the independent shareholders' approval requirements, under Chapter 14A of the Listing Rules. As not all of the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the amount paid/expected to be payable pursuant to the Lease Agreement are less than 0.1%, but all of them are less than 2.5%, on an annual basis, the transaction under the Lease Agreement is subject to the reporting and announcement requirements, but is exempt from the independent shareholders' approval requirements, under Chapter 14A of the Listing Rules.

#### **TRANSACTIONS**

Zhangjiagang Win Hanverky entered into the following agreements with certain members of the Zhangjiagang Port Group Companies in relation to the Transactions which constitute non-exempt continuing connected transactions of the Company:

### ***Electricity Usage Agreement***

On 3rd September 2009, Zhangjiagang Port Group as supplier and Zhangjiagang Win Hanverky as user entered into the Electricity Usage Agreement in relation to the supply of electricity at designated areas of Zhangjiagang Port Terminal. The principal terms of the Electricity Usage Agreement are summarized as follows:

- Date : 3rd September 2009
- Parties : Zhangjiagang Port Group as supplier  
Zhangjiagang Win Hanverky as user
- Duration : 1st January 2009 to 31st December 2011
- Nature of transaction : Supply of electricity by Zhangjiagang Port Group to Zhangjiagang Win Hanverky for use as power supply to its facilities and for lighting purposes at berth nos. 15, 16 and 17, the container storage areas and the office buildings, etc. at Zhangjiagang Port Terminal
- Price : The unit price of electricity shall be determined by Zhangjiagang Port Group in accordance with the spirit of the relevant documents issued by Jiangsu Price Bureau and taking into account the actual situation of Zhangjiagang Port Group. The current unit price of electricity is charged by Zhangjiagang Port Group pursuant to its unified price rate for electricity supply and is at RMB0.91 per kilowatt hour. During the term of the Electricity Usage Agreement, if there is any adjustment to the unit price of electricity, the unit price of electricity under the Electricity Usage Agreement shall be adjusted in accordance with the relevant documents for price adjustment issued by Jiangsu Price Bureau.

Zhangjiagang Port Group shall bill Zhangjiagang Win Hanverky once every month and Zhangjiagang Win Hanverky shall settle the electricity bill before the specified date (currently being 25th day) in the month following the issue of bill by Zhangjiagang Port Group.

The aggregate amount of fee paid by Zhangjiagang Win Hanverky to Zhangjiagang Port Group for the supply of electricity by Zhangjiagang Port Group at the same designated areas of Zhangjiagang Port Terminal for the year ended 31st December 2008 was approximately RMB2,701,000 (approximately HKD3,083,000). Based on the expected growth in electricity requirement of 10% per annum, and the expected increase in the price of electricity of 10% per annum, it is expected that the aggregate amount payable by Zhangjiagang Win Hanverky to Zhangjiagang Port Group under the Electricity Usage Agreement for each of the three years ending 31st December 2009, 31st December 2010 and 31st December 2011 will be subject to the annual cap amount of RMB3,200,000 (approximately HKD3,653,000), RMB3,900,000 (approximately HKD4,452,000) and RMB4,500,000 (approximately HKD5,136,000) respectively.

### ***Fuel Supply Agreement***

On 3rd September 2009, Zhangjiagang Port Industrial Branch, a branch of Zhangjiagang Port Group, as supplier and Zhangjiagang Win Hanverky as purchaser entered into the Fuel Supply Agreement for the supply of fuel at Zhangjiagang Port Terminal. The principal terms

of the Fuel Supply Agreement are summarized as follows:

- Date : 3rd September 2009
- Parties : Zhangjiagang Port Industrial Branch as supplier  
Zhangjiagang Win Hanverky as purchaser
- Duration : 1st January 2009 to 31st December 2011
- Nature of transaction : Supply of diesel oil and gasoline by Zhangjiagang Port Industrial Branch to the vehicles of Zhangjiagang Win Hanverky at the gas stations operated by Zhangjiagang Port Industrial Branch at Zhangjiagang Port Terminal
- Price : If there is a shortage in the supply of refined oil in the market and the wholesale fuel price charged by the petroleum suppliers to Zhangjiagang Port Industrial Branch is higher than the retail fuel price (which is announced by the PRC government from time to time), the wholesale price charged by Zhangjiagang Port Industrial Branch to Zhangjiagang Win Hanverky shall be calculated based on the average actual wholesale fuel purchase price paid by Zhangjiagang Port Industrial Branch in that month plus the relevant transportation fees; and Zhangjiagang Win Hanverky shall also pay to Zhangjiagang Port Industrial Branch a cost at the rate of RMB0.1 per litre of diesel oil or gasoline supplied which represents the relevant storage fee, service fee and management fee. If there is sufficient supply of refined oil in the market and the wholesale fuel price charged by the petroleum suppliers to Zhangjiagang Port Industrial Branch is no longer higher than the retail fuel price, the price charged by Zhangjiagang Port Industrial Branch to Zhangjiagang Win Hanverky in respect of the fuel supplied shall be determined by Zhangjiagang Port Industrial Branch with strict reference to the retail price charged by the petroleum suppliers at their gas stations. Under the special circumstances including the requirement for increase or decrease of fuel price by the PRC government, Zhangjiagang Port Industrial Branch shall charge Zhangjiagang Win Hanverky for the supply of fuel based on the average wholesale price of fuel of each month and the above calculation of price shall no longer be applicable.

Zhangjiagang Port Industrial Branch shall bill Zhangjiagang Win Hanverky on a monthly in arrears basis and Zhangjiagang Win Hanverky is required to settle the bill within 6 days after receipt of the bill.

The aggregate amount of price paid by Zhangjiagang Win Hanverky to Zhangjiagang Port Industrial Branch for the supply of diesel oil and gasoline by Zhangjiagang Port Industrial Branch to the vehicles of Zhangjiagang Win Hanverky for the year ended 31st December 2008 was approximately RMB8,632,000 (approximately HKD9,852,000). Based on the expected growth with reference to the consumption in 2008 and the anticipated upward adjustment in fuel price by the PRC government at the rate of 20-30% per annum, it is expected that the aggregate amount payable by Zhangjiagang Win Hanverky to Zhangjiagang Port Industrial Branch under the Fuel Supply Agreement for the year ending 31st December 2009, 31st December 2010 and 31st December 2011 will be subject to the cap amount of RMB9,000,000 (HKD10,272,000), RMB10,800,000 (approximately HKD12,326,000) and RMB14,000,000 (approximately HKD15,979,000).

### ***Repairing Services Agreement***

On 3rd September 2009, Zhangjiagang Port Industrial Branch and Zhangjiagang Win Hanverky entered into the Repairing Services Agreement in relation to the provision of repairing services for the Zhangjiagang Port Terminal. The principal terms of the Repairing Services Agreement are summarized as follows:

- Date : 3rd September 2009
- Parties : Zhangjiagang Port Industrial Branch  
Zhangjiagang Win Hanverky
- Duration : 1st January 2009 to 31st December 2011
- Nature of transaction : Provision of repairing services by Zhangjiagang Port Industrial Branch to Zhangjiagang Win Hanverky for the Zhangjiagang Port Terminal
- Price : The service fees to be charged by Zhangjiagang Port Industrial Branch for the relevant repairing services to be provided to Zhangjiagang Win Hanverky shall be at rates not higher than (i) those at which Zhangjiagang Port Industrial Branch charges independent third parties for the provision of the same or similar repairing services to be provided to Zhangjiagang Win Hanverky, and (ii) those at which independent third parties charges Zhangjiagang Win Hanverky for the provision of the same or similar repairing services to be provided by Zhangjiagang Port Industrial Branch. The fee for every repairing work performed shall be settled within 1 month after the acceptance of the work.

The aggregate amount of fee paid by Zhangjiagang Win Hanverky to Zhangjiagang Port Industrial Branch for the repairing services provided by Zhangjiagang Port Industrial Branch for the year ended 31st December 2008 was approximately RMB304,000 (approximately HKD347,000). Based on the amount of service fee paid by Zhangjiagang Win Hanverky to Zhangjiagang Port Industrial Branch for the repairing services for the year ended 31st December 2008 and the expected operational need of Zhangjiagang Win Hanverky for the three years ended 31st December 2011, it is expected that the aggregate amount of service fee payable by Zhangjiagang Win Hanverky to Zhangjiagang Port Industrial Branch under the Repairing Services Agreement for each of the three years ending 31st December 2009, 31st December 2010 and 31st December 2011 will be subject to the annual cap amount of RMB1,000,000 (approximately HKD1,142,000).

### ***Manpower Services Agreement***

On 3rd September 2009, Zhangjiagang Port Group and Zhangjiagang Win Hanverky entered into the Manpower Services Agreement in relation to the provision of manpower services. The principal terms of the Manpower Services Agreement are summarized as follows:

- Date : 3rd September 2009
- Parties : Zhangjiagang Port Group  
Zhangjiagang Win Hanverky

- Duration : 1st January 2009 to 31st December 2011
- Nature of transaction : Provision of manpower services by Zhangjiagang Port Group to Zhangjiagang Win Hanverky by appointing management officials to Zhangjiagang Win Hanverky (such management officials remain as employees of Zhangjiagang Port Group and will not be employees of Zhangjiagang Win Hanverky)
- Price : The annual service fee shall be RMB1,470,000 (approximately HKD1,678,000), which shall be payable quarterly in advance.

According to the terms of the Manpower Services Agreement, the aggregate amount of fee payable by Zhangjiagang Win Hanverky to Zhangjiagang Port Group under the Manpower Services Agreement for each of the three years ending 31st December 2009, 31st December 2010 and 31st December 2011 will be subject to the annual cap amount of RMB1,470,000 (approximately HKD1,678,000).

### ***Cleaning Services Agreement***

On 3rd September 2009, Zhangjiagang Port Property Branch, a branch of Zhangjiagang Port Group, and Zhangjiagang Win Hanverky entered into the Cleaning Services Agreement in relation to the provision of cleaning services at the Zhangjiagang Port Terminal. The principal terms of the Cleaning Services Agreement are summarized as follows:

- Date : 3rd September 2009
- Parties : Zhangjiagang Port Property Branch  
Zhangjiagang Win Hanverky
- Duration : 1st January 2009 to 31st December 2011
- Nature of transaction : Provision of cleaning services at the office building of Zhangjiagang Win Hanverky at the Zhangjiagang Port Terminal by Zhangjiagang Port Property Branch to Zhangjiagang Win Hanverky
- Price : The annual service fee shall be RMB186,700 (approximately HKD214,000), which shall be payable quarterly in arrears.

According to the terms of the Cleaning Services Agreement, the aggregate amount of fee payable by Zhangjiagang Win Hanverky to Zhangjiagang Port Property Branch under the Cleaning Services Agreement for each of the years ending 31st December 2009, 31st December 2010 and 31st December 2011 will be subject to the annual cap amount of RMB186,700 (approximately HKD214,000).

### ***Management Services Agreement***

On 3rd September 2009, Zhangjiagang Port Industrial Branch and Zhangjiagang Win Hanverky entered into the Management Services Agreement in relation to the provision of management services at the Zhangjiagang Port Terminal. The principal terms of the Management Services Agreement are summarized as follows:

Date : 3rd September 2009

Parties : Zhangjiagang Port Industrial Branch  
Zhangjiagang Win Hanverky

Duration : 1st January 2009 to 31st December 2009

Nature of transaction : Provision of management services regarding a power substation of Zhangjiagang Win Hanverky at the Zhangjiagang Port Terminal by Zhangjiagang Port Industrial Branch to Zhangjiagang Win Hanverky

Price : The annual management fee shall be RMB60,000 (approximately HKD69,000), which shall be payable annually in arrears.

According to the terms of the Management Services Agreement, the aggregate amount of management fee payable by Zhangjiagang Win Hanverky to Zhangjiagang Port Industrial Branch under the Management Services Agreement for the year ending 31st December 2009 will be subject to the annual cap amount of RMB60,000 (approximately HKD69,000).

### ***Lease Agreement***

On 3rd September 2009, Zhangjiagang Port Group as lessor and Zhangjiagang Win Hanverky as lessee entered into the Lease Agreement for the leasing of the Leased Property. The principal terms of the Lease Agreement are summarized as follows:

Date : 3rd September 2009

Parties : Zhangjiagang Port Group as lessor  
Zhangjiagang Win Hanverky as lessee

Duration : 1st January 2008 to 31st December 2010

Leased Property : Consisting of (i) a piece of land with a total area of 177,171 square metres located at Zhangjiagang Port Terminal as covered by State-owned Land Use Rights Certificate Guo Yong (2005) No. 070474; and (ii) the container berth no. 15 at Zhangjiagang Port Terminal, including all hydraulic structures of berth no. 15 at Zhangjiagang Port Terminal

Lease Payments : The payments to be made by Zhangjiagang Win Hanverky to Zhangjiagang Port Group pursuant to the Lease Agreement are:

- (a) the annual rental of RMB5,000,000, which is payable semi-annually in arrears; and
- (b) the land use tax and the sales tax (營業稅) (including the town facility maintenance tax (城市建設維護稅) and the education surcharges (教育附加費)), which shall be the tax payable by Zhangjiagang Port Group to the relevant taxation authority of the PRC government in respect of the Leased Property, and which amount shall be calculated with reference to the area of land stated on the land use right certificate, the rate of the land use tax prescribed by the PRC

government less RMB0.5 per square metre and the rates of the sales tax and the other taxes above as prescribed by the PRC government. Zhangjiagang Win Hanverky shall pay the above taxes to Zhangjiagang Port Group annually in arrears in February every relevant year.

The aggregate amount of rental and taxes paid by Zhangjiagang Win Hanverky to Zhangjiagang Port Group under the Lease Agreement for the year ended 31st December 2008 was RMB5,000,000 (approximately HKD5,707,000) and RMB660,000 (approximately HKD754,000) respectively. Based on the terms of the Lease Agreement, the current rates of the relevant taxes prescribed by the PRC government (the current annual land use tax rate at RMB4 per square metre and the current annual sales tax rate (including the town facility maintenance tax and the education surcharges) at 5.454% of the land use tax) and the provision of buffer for the possible upward adjustment of the land use tax rate by the PRC government, it is expected that the aggregate amounts of rental and taxes payable by Zhangjiagang Win Hanverky to Zhangjiagang Port Group under the Lease Agreement for each of the two years ending 31st December 2009 and 31st December 2010 will be subject to the annual cap amount of RMB6,200,000 (approximately HKD7,077,000).

## **RELATIONSHIPS BETWEEN THE COMPANY AND THE COUNTERPARTIES TO THE TRANSACTIONS**

As Zhangjiagang Port Group holds a 49% equity interest in Zhangjiagang Win Hanverky, members of the Zhangjiagang Port Group Companies (which include Zhangjiagang Port Group, Zhangjiagang Port Industrial Branch and Zhangjiagang Port Property Branch) are connected persons of the Company. Accordingly, the Transactions constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

## **LISTING RULES IMPLICATIONS**

As not all of the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the amount expected to be payable pursuant to the Electricity Usage Agreement, the Fuel Supply Agreement, the Repairing Services Agreement, the Manpower Services Agreement, the Cleaning Services Agreement and the Management Services Agreement in aggregate are less than 0.1%, but all of them are less than 2.5%, on an annual basis, such transactions are subject to the reporting and announcement requirements, but are exempt from the independent shareholders' approval requirements, under Chapter 14A of the Listing Rules.

As not all of the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the amount paid/expected to be payable pursuant to the Lease Agreement are less than 0.1%, but all of them are less than 2.5%, on an annual basis, the transaction under the Lease Agreement is subject to the reporting and announcement requirements, but is exempt from the independent shareholders' approval requirements, under Chapter 14A of the Listing Rules.

## **REASONS FOR AND BENEFITS OF THE TRANSACTIONS**

### ***Electricity Usage Agreement***

The supply of electricity via an electricity supply system located within the electricity supply network of Zhangjiagang Port Group would help to enhance operation stability of the

container terminals of Zhangjiagang Win Hanverky at the Zhangjiagang Port Terminal. Higher costs would be incurred if separate connection is made to regional electricity supply network.

### ***Fuel Supply Agreement***

If Zhangjiagang Win Hanverky operates a facilities system for storage of fuel on its own, the staff management cost incurred would be much higher than the relevant cost charged by Zhangjiagang Port Industrial Branch on Zhangjiagang Win Hanverky under the Fuel Supply Agreement. The entering into of the Fuel Supply Agreement would also enable Zhangjiagang Win Hanverky to get fuel storage safety protection.

### ***Repairing Services Agreement***

The repairing services to be provided by Zhangjiagang Port Industrial Branch are mainly in relation to sites and office buildings, and Zhangjiagang Port Industrial Branch has professional staff and years of experience in the provision of such services. The price for such repairing services is reasonable.

### ***Manpower Services Agreement***

The board of directors of Zhangjiagang Win Hanverky considers that as Zhangjiagang Port Group, a shareholder holding a 49% equity interest in Zhangjiagang Win Hanverky, is engaged in the business of managing and operating container terminal, certain of the management officials should be appointed by Zhangjiagang Port Group for providing manpower services to Zhangjiagang Win Hanverky. Similarly, certain of the management officials are appointed by the Group for providing manpower services to Zhangjiagang Win Hanverky. As the management officials appointed by Zhangjiagang Port Group remain as employees of Zhangjiagang Port Group and will not be employees of Zhangjiagang Win Hanverky, Zhangjiagang Win Hanverky should pay Zhangjiagang Port Group for such provision of manpower services.

### ***Cleaning Services Agreement***

Zhangjiagang Port Property Branch is a company specializing in property management and is responsible for the management of properties owned by Zhangjiagang Port Group and its affiliates. Zhangjiagang Port Property Branch has years of experience in property management and the price for the services provided under the Cleaning Services Agreement is reasonable.

### ***Management Services Agreement***

Zhangjiagang Port Group is the supplier of electricity for Zhangjiagang Win Hanverky. Zhangjiagang Port Industrial Branch is responsible for the maintenance and operational works for all power substations within the areas of the Zhangjiagang Port Terminal owned by Zhangjiagang Port Group. Zhangjiagang Port Industrial Branch has years of experience in the management of power substation and the price for the services under the Management Services Agreement is reasonable.

### ***Lease Agreement***

The Group leased the Leased Property from Zhangjiagang Port Group because at the time of



constructing the terminal, the relevant legal and regulatory requirements prohibit equity joint venture companies from constructing port terminals.

The Board, including the independent non-executive directors, believes that the Transactions were entered into in the ordinary and usual course of business of the Group and on normal commercial terms and that the terms thereunder (including the prices) are fair and reasonable and in the interests of the shareholders of the Company as a whole.

## **GENERAL INFORMATION**

The Group is principally engaged in the businesses of managing and operating container terminals, container leasing, management and sale, container manufacturing, logistics and related businesses.

Zhangjiagang Port Group is principally engaged in loading and unloading, storage, transshipment, lirage and handling of cargos, towing of vessels, manufacture and maintenance of port machinery, installation and maintenance of electrical equipment, shipping agency, freight forwarding, harbour dredging, supply of vessels, property management, domestic trading, port development and construction, making of concrete, control of vehicles parking at ports, port services and port information services and leasing.

Zhangjiagang Port Industrial Branch is principally engaged in storage, transshipment and lirage of goods, manufacture and maintenance of port machinery, installation and maintenance of electrical equipment, harbour dredging, supply of vessels, domestic trading, port construction development, making of concrete, control of vehicles parking at ports, port services and port information services, leasing, retail sales of petroleum, diesel oil and lubricant, installation and making of net structures, processing of metal products, repair of containers, recycling of shipping materials and garbage, and processing of timber.

Zhangjiagang Port Property Branch is principally engaged in installation and maintenance of electrical equipment, port services and port information services and leasing.

## **DEFINITIONS**

Unless the context otherwise requires, the following terms in this announcement shall have the meanings set out below:

“Board”	the board of directors of the Company
“Cleaning Services Agreement”	the agreement dated 3rd September 2009 between Zhangjiagang Port Property Branch and Zhangjiagang Win Hanverky in relation to the provision of cleaning services for the term from 1st January 2009 to 31st December 2011
“Company”	COSCO Pacific Limited, a company incorporated in Bermuda with limited liability whose shares are listed on the Main Board of the Stock Exchange
“connected person”	has the meaning ascribed thereto in the Listing Rules
“Electricity Usage Agreement”	the agreement dated 3rd September 2009 between Zhangjiagang Port Group and Zhangjiagang Win Hanverky in relation to the supply of electricity for the term from 1st January 2009 to 31st December 2011

“Fuel Supply Agreement”	the agreement dated 3rd September 2009 between Zhangjiagang Port Industrial Branch and Zhangjiagang Win Hanverky in relation to the supply of fuel for the term from 1st January 2009 to 31st December 2011
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Lease Agreement”	the agreement dated 3rd September 2009 between Zhangjiagang Port Group and Zhangjiagang Win Hanverky in relation to the leasing of the Leased Property for the term from 1st January 2008 to 31st December 2010
“Leased Property”	consisting of (i) a piece of land with a total area of 177,171 square metres located at Zhangjiagang Port Terminal as covered by State-owned Land Use Rights Certificate Guo Yong (2005) No. 070474; and (ii) the container berth no. 15 at Zhangjiagang Port Terminal, including all hydraulic structures of berth no. 15 at Zhangjiagang Port Terminal, as more particularly described in the Lease Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Management Services Agreement”	the agreement dated 3rd September 2009 between Zhangjiagang Port Industrial Branch and Zhangjiagang Win Hanverky in relation to the provision of management services for the term from 1st January 2009 to 31st December 2009
“Manpower Services Agreement”	the agreement dated 3rd September 2009 between Zhangjiagang Port Group and Zhangjiagang Win Hanverky in relation to the provision of manpower services for the term from 1st January 2009 to 31st December 2011
“PRC”	the People’s Republic of China, which for the purpose of this announcement and unless the context suggests otherwise, shall exclude Hong Kong, the Macau Special Administrative Region and Taiwan
“Repairing Services Agreement”	the agreement dated 3rd September 2009 between Zhangjiagang Port Industrial Branch and Zhangjiagang Win Hanverky in relation to the provision of repairing services for the term from 1st January 2009 to 31st December 2011
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed thereto in the Listing Rules
“Transactions”	the transactions under the Electricity Usage Agreement, the Fuel Supply Agreement, the Repairing Services Agreement, the Manpower Services Agreement, the Cleaning Services Agreement, the Management Services Agreement and the Lease Agreement

“Zhangjiagang Port Group”	Zhangjiagang Port Group Co., Ltd.* (張家港港務集團有限公司), a company established in the PRC
“Zhangjiagang Port Group Companies”	Zhangjiagang Port Group and its subsidiaries, branches and associates, including Zhangjiagang Port Industrial Branch and Zhangjiagang Port Property Branch
“Zhangjiagang Port Industrial Branch”	Zhangjiagang Port Group Co., Ltd. Gangkou Industrial Branch* (張家港港務集團有限公司港口實業分公司), a company established in the PRC and a branch of Zhangjiagang Port Group
“Zhangjiagang Port Property Branch”	Zhangjiagang Port Group Co., Ltd. Port Property Branch* (張家港港務集團有限公司港房分公司), a company established in the PRC and a branch of Zhangjiagang Port Group
“Zhangjiagang Port Terminal”	the terminal owned and operated by Zhangjiagang Win Hanverky at the Zhangjiagang Port, Jiangsu province, the PRC
“Zhangjiagang Win Hanverky”	Zhangjiagang Win Hanverky Container Terminal Co., Ltd., a sino-foreign equity joint venture established in the PRC and an indirect non wholly-owned subsidiary of the Company
“HKD”	Hong Kong dollars, the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC

*For the purposes of this announcement, the exchange rate of HKD1 = RMB0.8761 has been used, where applicable, for purpose of illustration only and does not constitute a representation that any amounts has been, could have been or may be exchanged at any particular rate on the date or dates in question or any other date.*

*For the purposes of this announcement, the English name with an asterisk (\*) is an unofficial English transliteration or translation and is for identification purposes only.*

By Order of the Board  
**COSCO Pacific Limited**  
**XU Minjie**  
*Vice Chairman and Managing Director*

Hong Kong, 3rd September 2009

As at the date of this announcement, the board of directors of the Company comprises Mr. CHEN Hongsheng<sup>2</sup> (Chairman), Mr. LI Jianhong<sup>1</sup>, Mr. XU Lirong<sup>2</sup>, Ms. SUN Yueying<sup>1</sup>, Mr. XU Minjie<sup>1</sup> (Vice Chairman & Managing Director), Dr. SUN Jiakang<sup>2</sup>, Mr. HE Jiale<sup>1</sup>, Dr. WONG Tin Yau, Kelvin<sup>1</sup>, Mr. WANG Zhi<sup>1</sup>, Mr. YIN Weiyu<sup>1</sup>, Dr. LI Kwok Po, David<sup>3</sup>, Mr. CHOW Kwong Fai, Edward<sup>3</sup>, Mr. Timothy George FRESHWATER<sup>3</sup> and Dr. FAN HSU Lai Tai, Rita<sup>3</sup>.

<sup>1</sup> Executive Director

<sup>2</sup> Non-executive Director

<sup>3</sup> Independent Non-executive Director