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HOPEWELL HOLDINGS LIMITED
合和實業有限公司
(incorporated in Hong Kong with limited liability)
(Stock Code: 54)



Hopewell Highway Infrastructure Limited
合和公路基建有限公司*
(incorporated in the Cayman Islands with limited liability)
(Stock Code: 737)

**AMENDMENT AGREEMENTS IN RELATION TO
PHASES II AND III OF THE WESTERN DELTA ROUTE**

**CONNECTED TRANSACTIONS FOR
HOPEWELL HOLDINGS LIMITED**

**DISCLOSEABLE AND CONNECTED TRANSACTIONS FOR
HOPEWELL HIGHWAY INFRASTRUCTURE LIMITED**

On 5 September 2005, HHI West HK Co entered into the 2005 Phase III Amendment Agreements with West Route PRC Partner for the investment in and the planning, design, construction and operation of Phase III West through West Route JV. On 2 September 2008, HHI West HK Co entered into the 2008 Phase III Amendment Agreements with West Route PRC Partner which effectively replaced the 2005 Phase III Amendment Agreements. The estimated total investment for Phase III West will be RMB5,600 million, and 35% of which is to be funded by an increase in the registered capital of West Route JV by RMB1,960 million in total to be contributed by HHI West HK Co and West Route PRC Partner in equal share (i.e. each to contribute RMB980 million).

On 2 September 2008, HHI West HK Co entered into the 2008 Phase II Amendment Agreements with West Route PRC Partner for further investment in Phase II West through West Route JV. The estimated total amount of investment for Phase II West will be increased by RMB2,300 million from RMB4,900 million (excluding loan interest incurred during the construction period and future adjustments of government charges and fees (if any)) to RMB7,200 million (including loan interest incurred during the construction period), and 35% of such increment is to be funded by an increase in the registered capital of West Route JV by RMB805 million in total to be contributed by HHI West HK Co and West Route PRC Partner in equal share (i.e. each to contribute RMB402.5 million).

HHI West HK Co and West Route PRC Partner will each continue to be entitled to 50% of the distributable profits from the operation of Phase I West, Phase II West and Phase III West in accordance with the terms of the JV Contract and JV Articles.

The 2008 Amendment Agreements constitute connected transactions of HH and HHI, and are subject to independent shareholders' approval.

BACKGROUND

Reference is made to the 2004 Announcements. On 5 September 2005, HHI West HK Co entered into the 2005 Phase III Amendment Agreements with West Route PRC Partner for the investment in and the planning, design, construction and operation of Phase III West through West Route JV. On 2 September 2008, HHI West HK Co entered into the 2008 Phase III Amendment Agreements with West Route PRC Partner which effectively replaced the 2005 Phase III Amendment Agreements.

The 2004 Phase II Amendment Agreements have subsequently become unconditional and Phase II West is currently under construction. By further agreements amending the 2004 Phase II Amendment Agreements dated 1 November 2006 entered into between HHI West HK Co and West Route PRC Partner, the JV Operation Period of the West Route JV has been changed to 35 years, which commenced on 17 September 2003. On 2 September 2008, HHI West HK Co entered into the 2008 Phase II Amendment Agreements with West Route PRC Partner for further investment in Phase II West through West Route JV.

THE 2008 AMENDMENT AGREEMENTS

The 2008 Phase III Amendment Agreements

Date

2 September 2008

Parties:

HHI West HK Co
West Route PRC Partner

Major terms:

The terms of the 2008 Phase III Amendment Agreements are substantially the same, and the major terms are summarised as follows:

1. The areas of co-operation under each of the JV Contract and JV Articles are expanded to include the investment in and the construction and operation of Phase III West and related facilities in addition to Phase I West and Phase II West.
2. The estimated total amount of investment in Phase III West is to be RMB5,600 million (including loan interest incurred during the construction period) (the amount will ultimately be that as to be approved by the relevant government departments), instead of RMB3,260 million (excluding loan interest incurred during the construction period and future adjustments of government charges and fees (if any)) as originally contemplated under the 2005 Phase III Amendment Agreements.
3. The registered capital of West Route JV is to be increased by RMB1,960 million (i.e. 35% of the total amount of investment in Phase III West of RMB5,600 million) from RMB2,303 million (as stipulated in the 2004 Phase II Amendment Agreements) to RMB4,263 million to be contributed in cash by West Route PRC Partner and HHI West HK Co in equal share (i.e. each to contribute RMB980 million, representing an increase of RMB409.5 million over the amount of RMB570.5 million as originally contemplated under the 2005 Phase III Amendment Agreements). 20 per cent of such contribution will

be made within 3 months, and the remaining within 2 years, from the date of issue of the new business licence of West Route JV. Before the contribution of the increased registered capital, West Route PRC Partner agrees to make advances to meet the project expenses. West Route JV will pay interest at the lending rate announced by The People's Bank of China or the rate at which West Route PRC Partner actually obtains loans (whichever is lower) on any project expenses advanced by West Route PRC Partner until the date of repayment, compounded quarterly.

4. The JV Operation Period will, subject to approval of the relevant PRC authorities, be 40 years commencing on the date on which the new business licence of West Route JV is issued. The JV Operation Period may be extended if unanimously resolved by the board of directors of West Route JV and approved by regulatory authorities which granted the original approval within 6 months before the expiry of the JV Operation Period.

The 2008 Phase II Amendment Agreements

Date

2 September 2008

Parties:

HHI West HK Co
West Route PRC Partner

Major terms:

The terms of the 2008 Phase II Amendment Agreements are substantially the same, and the major terms are summarised as follows:

1. The estimated total amount of investment in Phase II West is to be increased from RMB4,900 million (excluding loan interest incurred during the construction period and future adjustments of government charges and fees (if any)) to RMB7,200 million (including loan interest incurred during the construction period) (the amount will ultimately be that as to be approved by the relevant government departments).
2. The registered capital of West Route JV is to be further increased from RMB4,263 million (being the resulting amount following the increase contemplated under the 2008 Phase III Amendment Agreements) to RMB5,068 million, with the increased amount of RMB805 million in total (i.e. 35% of the difference between RMB7,200 million and RMB4,900 million) to be contributed in cash by West Route PRC Partner and HHI West HK Co in equal share (i.e. each to contribute RMB402.5 million). 20 per cent of such contribution will be made within 3 months, and the remaining within 2 years, from the date of issue of the new business licence of West Route JV. Before the contribution of the increased registered capital, West Route PRC Partner agrees to make advances to meet the project expenses. West Route JV will pay interest at the lending rate announced by The People's Bank of China or the rate at which West Route PRC Partner actually obtains loans (whichever is lower) on any project expenses advanced by West Route PRC Partner until the date of repayment, compounded quarterly.

Pursuant to the applicable PRC rules and regulations, West Route JV will obtain a new business licence each time it makes changes to certain provisions of the JV Articles, such changes including, *inter alia*, increase in its registered capital, change in its scope of business activities or the JV Operation Period, which will be shown on the new business licence. While a new issue date will be printed on the new business licence, the commencement date of its operation will remain unchanged.

HHI West HK Co and West Route PRC Partner will each continue to be entitled to 50% of the distributable profits from the operation of Phase I West, Phase II West and Phase III West in accordance with the terms of the JV Contract and the JV Articles. Apart from the above, the terms of the JV Contract and the JV Articles remain substantially the same as that before the execution of the 2008 Amendment Agreements, including that the difference between the estimated total amount of investment and the registered capital of West Route JV will be financed by PRC bank borrowings.

The terms of the 2008 Amendment Agreements were determined after arm's length negotiations between HHI and West Route PRC Partner by reference to the terms of the 2004 Phase II Amendment Agreements, the 2005 Phase III Amendment Agreements and the factors set out in the section headed "Reasons for entering into the 2008 Amendment Agreements" below. Each of HHI and HH considers that except for significant change in or unforeseeable circumstances, the total amount of investment costs in each of Phase II West and Phase III West will be better controlled as interest costs have been factored in and the new estimated amounts allow for contingency and are based on today's prices. It is intended that the 2008 Phase III Amendment Agreements will first be submitted to the relevant PRC authorities for approval and the 2008 Phase II Amendment Agreements will be submitted for approval after the 2008 Phase III Amendment Agreements are approved.

Set out below is a chart summarizing the change of total amounts of investment in Phase III West and Phase II West and the registered capital of West Route JV prior to and immediately after the approval of the 2008 Phase III Amendment Agreements and 2008 Phase II Amendment Agreements (*Note 1*):

Agreement	Total amount of investment in Phase I West <i>(Phase I West is operational since April 2004)</i>	Total amount of investment in Phase II West <i>(Phase II West is under construction)</i>	Total amount of investment in Phase III West <i>(Phase III West is under planning)</i>	Registered capital of West Route JV
2004 Amendment Agreements	RMB1,680 million	RMB4,900 million	N/A	RMB2,303 million
2008 Phase III Amendment Agreements and 2008 Phase II Amendment Agreements <i>(Note 2)</i>	RMB1,680 million	RMB7,200 million	RMB5,600 million	RMB5,068 million

Notes:

1. Given that the 2005 Phase III Amendment Agreements have been effectively replaced by the 2008 Phase III Amendment Agreements, they will not be submitted for approval by the relevant PRC authorities. As the 2005 Phase III Amendment Agreements have not and will not become effective, no references to the changes contained therein are made in the above chart.
2. Subject to approval of the independent shareholders of each of HH and HHI and the relevant PRC authorities.

It is currently planned that Phase II West will be completed in the fiscal year of 2009/10 and construction for Phase III West may commence in 2010 (subject to approval by relevant authorities) and is currently anticipated to take 3 to 4 years to complete.

Event to take place prior to the 2008 Amendment Agreements becoming effective

Each of the 2008 Amendment Agreements will become effective upon:

1. if required by the Stock Exchange, approval of the 2008 Amendment Agreements in general meetings by the shareholders of HH and HHI respectively; and
2. approval of the 2008 Amendment Agreements by the approving authorities of the PRC government having the right of supervision, which is currently expected to include the Ministry of Commerce.

INFORMATION ON WEST ROUTE JV

West Route JV is a Sino-foreign co-operative joint venture established pursuant to the JV Contract. Set out below is certain information regarding West Route JV as at the date of this announcement:

Date of establishment	17 September 2003
Total investment	RMB6,580 million
Registered capital	RMB2,303 million, contributed by HHI West HK Co and West Route PRC Partner in equal share
Scope of business activities	Invest, construct and operate Phase I West and Phase II West and related facilities
Share of distributable profits	West Route PRC Partner 50% HHI West HK Co 50%

Set out below is certain information regarding the Toll Collection Period of each phase of the Western Delta Route and the JV Operation Period as or as anticipated at the date of this announcement:

	<u>Years</u>	<u>Commencement date</u>	<u>Expiry date</u>
Phase I West Toll Collection Period (Note 1)	30	17 September 2003	16 September 2033
Phase II West Toll Collection Period (Note 2)	25	2010	2035

Phase III West Toll Collection Period (<i>Note 2</i>)	25	2013	2038
JV Operation Period (before 2008 Phase III Amendment Agreements) (<i>Note 3</i>)	35	17 September 2003	16 September 2038
JV Operation Period (after 2008 Phase III Amendment Agreement) (<i>Note 3</i>)	40	17 September 2003	16 September 2043

Notes:

1. According to the then PRC regulations, the relevant PRC authorities approved the Toll Collection Period for Phase I West based on the then JV Operation Period.
2. Based on the prevailing PRC regulations, generally the Toll Collection Period for Phase II West and Phase III West may each be 25 years, subject to approval of the relevant PRC authorities (which are currently expected to include the People's Government at the provincial level), which ultimately may be longer or shorter. The commencement and expiry date are based on current anticipation and may change.
3. The JV Operation Period is currently 35 years commencing from 17 September 2003 (as extended from 30 years pursuant to agreements amending the 2004 Phase II Amendment Agreements dated 1 November 2006 entered into between HHI West HK Co and West Route PRC Partner). The extension to 40 years pursuant to the 2008 Phase III Amendment Agreements is subject to approval of the relevant PRC authorities (which are currently expected to include the Ministry of Commerce).

The audited net asset value of West Route JV as at 31 December 2007 based on the audited financial statements of West Route JV for the year ended 31 December 2007 prepared in accordance with the PRC GAAP was RMB1,182 million. Set out below is a table summarizing the net profit of West Route JV for each of the two years ended 31 December 2007 based on the audited financial statements of West Route JV prepared in accordance with the PRC GAAP:

	For the year ended 31 December 2006	For the year ended 31 December 2007
Net profit before tax and extraordinary items	RMB34 million	RMB35 million
Net profit after tax and extraordinary items	RMB34 million	RMB35 million

The HHI group reported its interests in West Route JV using proportionate consolidation method based on the profit-sharing ratio specified in the JV Contract. The HHI group's share of the income, expenses, assets and liabilities of West Route JV, other than the transactions and balances between the HHI group and West Route JV, are consolidated with the equivalent items in the consolidated financial information on a line-by-line basis. Transactions and balances between the HHI group and West Route JV are eliminated to the extent of the HHI group's share of the relevant income, expenses, receivables and payables of West Route JV.

The HH group incorporated the results and assets and liabilities of West Route JV in its consolidated financial statements using the equity method of accounting. Under the equity method, investment in West Route JV is carried in the consolidated balance sheet of HH group at cost as adjusted for post-acquisition changes in HH group's share of the profit or loss and of changes in equity of West Route JV.

IMPLICATIONS OF THE LISTING RULES

HH, directly and indirectly, owns 2,169,101,500 shares in HHI (equivalent to approximately 73.02% of the issued share capital of HHI as at the date of this announcement). Pursuant to Clause 46 of the Listing Agreement between HHI and the Stock Exchange and the letter dated 7 August 2003 from HH to the Stock Exchange, West Route JV, being a Sino-foreign co-operative joint venture enterprise jointly controlled by the HHI group which operates a toll road project, is deemed to be a subsidiary of HHI and HH for the purposes of the then Chapter 14 of the Listing Rules (which has been subdivided into Chapters 14 and 14A since revisions of the Listing Rules came into effect on 31 March 2004). West Route JV has undertaken to provide access to relevant information to enable HHI to discharge its disclosure obligations. West Route PRC Partner is a state-owned enterprise wholly-owned by and under the administration of Guangdong Provincial Communication Group Company Limited (廣東省交通集團有限公司). Guangdong Provincial Communication Group Company Limited is a state-owned enterprise established by the Guangdong Provincial Government which primarily engages in the investment, construction, supervision and operation of major transportation and infrastructure projects in Guangdong Province. West Route PRC Partner currently has a respective 50% and 52% interest in West Route JV and Guangzhou-Shenzhen-Zhuhai Superhighway Company Limited (which is a Sino-foreign co-operative joint venture between West Route PRC Partner and a subsidiary of HHI), and is accordingly deemed to be a connected person of HHI and HH for the purposes of Chapter 14A of the Listing Rules. Therefore, the 2008 Amendment Agreements constitute connected transactions of HH and HHI and, pursuant to the Listing Rules, are subject to independent shareholders' approval. The independent shareholders' approval to be sought by each of HH and HHI will also cover matters related to the 2008 Amendment Agreements and the implementation of the projects by West Route JV including, among others (a) any amendment of the terms of the 2008 Amendment Agreements, the JV Contract or the JV Articles as required by relevant PRC authorities or for the purposes of obtaining the approval of relevant PRC authorities and or to comply with all applicable laws, rules and regulations; (b) all transactions pursuant to, for the purpose of implementing or in connection with the 2008 Amendment Agreements, the JV Contract or the JV Articles; and (c) all transactions, arrangements or matters related, ancillary or incidental to (1) the investment in or the planning, design, construction, management or operation of Phase II West or Phase III West or (2) any properties, facilities, developments or investments under or in connection with Phase II West or Phase III West or which may be carried out, implemented or invested in by West Route JV in connection with Phase II West or Phase III West. As one or more applicable percentage ratio(s) in respect of the 2008 Amendment Agreements exceed(s) 5% but are all less than 25%, the 2008 Amendment Agreements also constitute discloseable transactions of HHI.

An independent board committee of each of HH and HHI comprising all its independent non-executive directors has been formed to advise its independent shareholders on the fairness and reasonableness of the 2008 Amendment Agreements and the related matters referred to above. An independent financial adviser will be appointed to advise each such independent board committee in respect of the same. HH will seek independent shareholders' approval at the Extraordinary General Meeting. Pursuant to Rule 14A.43 of the Listing Rules, a written independent shareholders' approval obtained from a shareholder holding more than 50% in nominal value of the securities giving the right to attend and vote at a general meeting convened to approve the connected transaction may be accepted in lieu of holding such a general meeting if no shareholder of the listed issuer is required to abstain from voting if the listed issuer were to convene such a general meeting. Anber Investments Limited, which owns 2,160,000,000 shares in HHI (equivalent to approximately 72.72% of the issued share capital of HHI as at the date of this announcement), has confirmed in writing that in the event that independent shareholders' approval of HHI in respect of the 2008 Amendment Agreements is

required, it will vote in favour of them. Anber Investments Limited does not have any material interest in the 2008 Amendment Agreements which is different from those of the other shareholders of HHI. West Route PRC Partner has confirmed to HHI that neither it nor any of its associates holds any shares in HH or HHI. Therefore, as far as HHI is aware, no shareholder of HHI is required to abstain from voting if HHI were to convene a general meeting for the approval of the 2008 Amendment Agreements. Accordingly, HHI has applied to the Stock Exchange for a waiver of the requirement to hold a general meeting to seek independent shareholders' approval of the 2008 Amendment Agreements.

REASONS FOR ENTERING INTO THE 2008 AMENDMENT AGREEMENTS

As stated in the 2004 Announcements, on completion of Western Delta Route, an arterial expressway system directly linking Guangzhou, Foshan, Zhongshan and Zhuhai would be created. The board of directors of each of HH and HHI believes that the three phases of the Western Delta Route will be a strategic route in that area.

Since 2004, the transportation networks on the western bank of PRD region has developed rapidly. Some expressways, including Jiangmen-Zhongshan Expressway, Jiangmen-Heshan Expressway, Guangdong Western Coastal Expressway and Guangzhou Western Second Ring Road, have been completed and operational. According to the 11th Five-Year Plan of Guangdong Province, more comprehensive transportation networks will also be built in the PRD region. The board of directors of each of HH and HHI expects that all these expressways, as part of the transportation network, especially the one on the western bank of PRD, will bring in synergy to the Western Delta Route and benefit the future traffic growth for all three phases. In addition, the car ownership in Guangdong Province has increased substantially in the last decade. According to China Statistical Yearbook, in 1994, the number of vehicles registered in the Guangdong Province was less than 1 million, the number had increased to 3.1 million vehicles in 2004 when the Phase 1 West was opened, and in 2006, the vehicles registered in the Guangdong Province had reached 4.3 million. The board of directors of each of HH and HHI estimates that the number will continue to grow in the foreseeable future.

The board of directors of each of HH and HHI believes that the traffic flow in Phase II West and Phase III West will be driven by the rise in number of vehicles in Guangdong and the synergy from the transportation network developments between Hong Kong and the western bank of PRD.

Subsequent to the entering into of the 2005 Phase III Amendment Agreements and in the course of preparation of the feasibility study report and designs of Phase III West, it is anticipated that the total cost of construction of Phase III West will exceed the original budget compiled in 2005 due to (i) the increase in land acquisition and demolition costs payable by West Route JV as a result of the tightening of PRC government's control over grants of land and the increase in compensation standards; (ii) the increase in the prices of construction materials; (iii) the incorporation of loan interest to be incurred during the construction period of Phase III West; and (iv) the change in design of Phase III West to add more tunnels and bridges. As Phase III West is located in populous and fast growing areas, to match up with the city planning of the cities of Zhongshan and Zhuhai and to reduce lengthy and costly land acquisition, certain sections of Phase III West will be realigned, which realignment will result in the requirement of constructing more tunnels and bridges than originally planned. It is currently planned that the total length of tunnels to be built will be increased from approximately 2.5 km to approximately 5.1 km. It is estimated that the increase in land acquisition and demolition costs and prices of construction materials account for over 50% of the estimated increased costs in construction of Phase III West. In the circumstances and ensuring consistence with Phase III West's latest feasibility study and designs, it is required for

HHI West HK Co and West Route PRC Partner to further amend the JV Contract and the JV Articles to, *inter alia*, increase the estimated total amount of investment in Phase III West and the registered capital of West Route JV before applying for the project approval.

In the meantime, in the process of land acquisition and construction of Phase II West, it is anticipated that the total cost of construction of Phase II West will also exceed the original budget compiled in 2004 due to (i) the increase in land acquisition and demolition costs paid or payable by West Route JV as a result of the tightening of PRC government's control over grants of land and the increase in compensation standards; (ii) the increase in prices of construction materials; and (iii) the incorporation of loan interest incurred or to be incurred during the construction period of Phase II West. It is estimated that the increase in land acquisition and demolition costs and prices of construction materials account for over 50% of the estimated increased costs in the construction of Phase II West. In the circumstances, it would also be desirable for HHI West HK Co and West Route PRC Partner to further amend the JV Contract and the JV Articles to, *inter alia*, increase the estimated total amount of investment in Phase II West and the registered capital of West Route JV. In order to have more effective control of the construction costs, West Route JV has purchased some steel products for construction of Phase II West in advance to lock in the prices.

The board of directors of HH and HHI consider that the terms of the 2008 Amendment Agreements are fair and reasonable and in the interests of the shareholders as a whole of HH and HHI respectively. The independent non-executive directors of each of HH and HHI will render their views after receipt of the letter of advice from the independent financial adviser.

FURTHER INFORMATION

A circular containing, amongst other things, further information on the 2008 Amendment Agreements, the letter of advice from the independent financial adviser to the independent board committee and independent shareholders of each of HH and HHI and the notice of the Extraordinary General Meeting, will be dispatched by each of HH and HHI to its shareholders.

GENERAL

The HH group is principally engaged in the development, investment and operation of properties and hotels and infrastructure projects in Hong Kong and the PRC.

The HHI group's primary business is to initiate, promote, develop and operate strategically important roads, tunnels, bridges and related infrastructure projects particularly in the PRD region bordering Hong Kong.

DEFINITIONS

“2004 Announcements”	means the announcements dated 14 July 2004 and 4 August 2004 respectively, both jointly issued by HH and HHI;
“2004 Phase II Amendment Agreements”	means the conditional agreement dated 14 July 2004 entered into between HHI West HK Co and West Route PRC Partner under which the parties thereto agreed to amend the JV Articles in relation to Phase II West and the conditional agreement dated 14 July 2004 entered into between HHI West HK Co and West Route PRC Partner under which the parties thereto agreed to amend the JV Contract in relation to Phase II West;

“2005 Phase III Amendment Agreements”	means the conditional agreement dated 5 September 2005 entered into between HHI West HK Co and West Route PRC Partner under which the parties thereto agreed to amend the JV Articles in relation to Phase III West and the conditional agreement dated 5 September 2005 entered into between HHI West HK Co and West Route PRC Partner under which the parties thereto agreed to amend the JV Contract in relation to Phase III West;
“2008 Amendment Agreements”	means the 2008 Phase II Amendment Agreements and the 2008 Phase III Amendment Agreements;
“2008 Phase II Amendment Agreements”	means the Phase II Contract Amendment Agreement and the Phase II Articles Amendment Agreement;
“2008 Phase III Amendment Agreements”	means the Phase III Contract Amendment Agreement and the Phase III Articles Amendment Agreement;
“Extraordinary General Meeting”	means the extraordinary general meeting of shareholders of HH to be held to consider and approve, among others, the 2008 Amendment Agreements;
“HH”	means Hopewell Holdings Limited;
“HHI”	means Hopewell Highway Infrastructure Limited;
“HHI West HK Co”	means Hopewell Guangzhou-Zhuhai Superhighway Development Limited (合和廣珠高速公路發展有限公司), a wholly-owned subsidiary of HHI incorporated in Hong Kong with limited liability;
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC;
“JV Articles”	means the articles of association of West Route JV dated 5 January 2004 (as may be amended from time to time);
“JV Contract”	means the Sino-foreign co-operative joint venture contract dated 5 January 2004 between the West Route PRC Partner and HHI West HK Co (as may be amended from time to time);
“JV Operation Period”	means the duration of the West Route JV as stipulated in the JV Articles as approved or to be approved by the Ministry of Commerce;
“km”	means kilometre(s);
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange;
“Phase I West”	means the approximately 14.7 km Guangzhou to Shunde section of the Western Delta Route;

“Phase II Articles Amendment Agreement”	means the conditional agreement dated 2 September 2008 entered into between HHI West HK Co and West Route PRC Partner under which the parties thereto agreed to amend the JV Articles in relation to Phase II West;
“Phase II Contract Amendment Agreement”	means the conditional agreement dated 2 September 2008 entered into between HHI West HK Co and West Route PRC Partner under which the parties thereto agreed to amend the JV Contract in relation to Phase II West;
“Phase II West”	means the proposed approximately 46 km Shunde to Zhongshan section of the Western Delta Route, referred to as Phases 2 and 3 of the then Western Delta Route in the prospectus of HHI dated 28 July 2003;
“Phase III Articles Amendment Agreement”	means the conditional agreement dated 2 September 2008 entered into between HHI West HK Co and West Route PRC Partner under which the parties thereto agreed to amend the JV Articles in relation to Phase III West;
“Phase III Contract Amendment Agreement”	means the conditional agreement dated 2 September 2008 entered into between HHI West HK Co and West Route PRC Partner under which the parties thereto agreed to amend the JV Contract in relation to Phase III West;
“Phase III West”	means the proposed approximately 38 km Zhongshan to Zhuhai section of the Western Delta Route;
“PRC”	means the People’s Republic of China excluding, for the purposes of this announcement, Hong Kong, Macau and Taiwan;
“PRC GAAP”	means generally accepted accounting principles in the PRC;
“PRD”	means the Pearl River Delta;
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited;
“Toll Collection Period”	means the period during which the West Route JV is or will be entitled to all toll revenue derived from the operation of each individual phase of the Western Delta Route as approved or to be approved by Guangdong Provincial Government;
“West Route PRC Partner”	means Guangdong Provincial Highway Construction Company Limited (廣東省公路建設有限公司);
“West Route JV”	means Guangdong Guangzhou-Zhuhai West Superhighway Company Limited (廣東廣珠西綫高速公路有限公司); and

“Western Delta Route” means the route for a proposed network of dual three lane toll-expressways in the western PRD, linking Guangzhou, Foshan, Zhongshan and Zhuhai.

By Order of the Board
Hopewell Holdings Limited
Peter Yip Wah LEE
Company Secretary

By Order of the Board
Hopewell Highway Infrastructure Limited
Peter Yip Wah LEE
Company Secretary

Hong Kong, 2 September 2008

** for identification only*

As at the date of this announcement, the board of directors of HH comprises ten executive Directors namely, Sir Gordon Ying Sheung WU (Chairman), Mr. Eddie Ping Chang HO (Vice Chairman and Managing Director), Mr. Thomas Jefferson WU (Co-Managing Director), Mr. Josiah Chin Lai KWOK (Deputy Managing Director), Mr. Robert Van Jin NIEN, Mr. Albert Kam Yin YEUNG, Mr. David Yau-gay LUI, Mr. Eddie Wing Chuen HO Junior, Mr. Barry Chung Tat MOK and Mr. William Wing Lam WONG, three non-executive Directors namely, Mr. Henry Hin Moh LEE, Lady Ivy Sau Ping KWOK WU and Mr. Carmelo Ka Sze LEE, and three independent non-executive Directors namely, Mr. Guy Man Guy WU, Ms. Linda Lai Chuen LOKE and Mr. Lee Yick NAM.

As at the date of this announcement, the board of directors of HHI comprises eight executive directors namely, Sir Gordon Ying Sheung WU (Chairman), Mr. Eddie Ping Chang HO (Vice Chairman), Mr. Thomas Jefferson WU (Managing Director), Mr. Alan Chi Hung CHAN (Deputy Managing Director), Ir. Leo Kwok Kee LEUNG, Mr. Lijia HUANG, Mr. Cheng Hui JIA and Mr. Barry Chung Tat MOK, four independent non-executive directors namely, Mr. Philip Tsung Cheng FEI, Mr. Lee Yick NAM, Mr. Kojiro NAKAHARA and Dr. Gordon YEN, and one Alternate Director, namely Mr. Nicholas Tai Keung MAY (Alternate Director to Mr. Barry Chung Tat MOK).