

# HONESTY。

Ambition based on honesty  
and integrity

剛直凌雲志，  
虛懷不私偏。

熊文愈《蕭湘竹子詩詞》代序



It is a true heart that can aim high.

Knowing that openness and just conduct are the key factors of stable development, COSCO Pacific will continue to improve upon core competence, promote corporate governance and tighten internal control systems.

We will continue to listen to ideas and proposals, and to reward contributions in accordance with a fair evaluation system.

Together, we will witness the continuing voyage of COSCO Pacific, as we brave the surging waves.

# REPORT OF THE DIRECTORS AND FINANCIAL STATEMENTS

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# REPORT OF THE DIRECTORS

The board of directors of the Company (the "Board") submits its report together with the audited consolidated financial statements of the Company and its subsidiaries (collectively the "Group") for the year ended 31st December 2012.

## Principal activities and segmental analysis of operations

The principal activity of the Company is investment holding. The principal activities of the subsidiaries are set out in note 46 to the consolidated financial statements.

An analysis of the Group's performance for the year by operating segment is set out in note 6 to the consolidated financial statements.

## Results and appropriations

The results of the Group for the year ended 31st December 2012 are set out in the consolidated income statement on page 123 of this annual report.

The directors declared an interim dividend of HK20.5 cents (equivalent to US2.640 cents) per share with a scrip dividend alternative, totaling HK\$563,221,000 (equivalent to US\$72,612,000), which was paid on 24th October 2012.

The directors recommend the payment of a final dividend of HK18.3 cents (equivalent to US2.364 cents) per share with a scrip dividend alternative, totaling HK\$509,848,000 (equivalent to US\$65,862,000), payable on or about 18th July 2013.

## Five-year financial summary

A summary of the results and the assets and liabilities of the Group for the last five financial years is set out on page 195 of this annual report.

## Reserves

Movements in the reserves of the Group during the year are set out in the consolidated statement of changes in equity on pages 125 and 126 of this annual report.

Movements in the reserves of the Company during the year are set out in note 23 to the consolidated financial statements.

## Donations

Charitable and other donations made by the Group during the year amounted to US\$18,000.

## Property, plant and equipment

Details of the movements in property, plant and equipment of the Group and the Company are set out in note 7 to the consolidated financial statements.

## Share capital

Details of the movements in share capital of the Company during the year are shown in note 21 to the consolidated financial statements.

## Distributable reserves

The distributable reserves of the Company as at 31st December 2012 calculated under the Companies Act of Bermuda amounted to US\$976,232,000.

## Borrowings

Details of the borrowings of the Group are set out in note 24 to the consolidated financial statements.

## Retirement benefit schemes

Details of retirement benefit schemes of the Group are set out in notes 3.22 and 36 to the consolidated financial statements.

## REPORT OF THE DIRECTORS

### Directors

The directors of the Company during the year and up to the date of this report were:

Mr. LI Yunpeng <sup>2</sup> ( <i>Chairman</i> )	(appointed on 24th February 2012)
Mr. XU Lirong <sup>2</sup>	(resigned as Chairman and a non-executive director on 24th February 2012)
Dr. WANG Xingru <sup>1</sup> ( <i>Vice Chairman and Managing Director</i> )	
Mr. WAN Min <sup>2</sup>	
Mr. HE Jiale <sup>1</sup>	(resigned on 21st March 2013)
Mr. FENG Jinhua <sup>1</sup>	
Mr. FENG Bo <sup>1</sup>	(appointed on 24th February 2012)
Mr. WANG Zenghua <sup>1</sup>	(resigned on 24th February 2012)
Mr. WANG Haimin <sup>2</sup>	
Mr. WANG Wei <sup>2</sup>	(appointed on 24th February 2012)
Mr. GAO Ping <sup>2</sup>	(resigned on 24th February 2012)
Mr. TANG Runjiang <sup>1</sup>	(appointed on 21st March 2013)
Dr. WONG Tin Yau, Kelvin <sup>1</sup>	
Mr. YIN Weiyu <sup>1</sup>	
Dr. LI Kwok Po, David <sup>3</sup>	(retired on 17th May 2012)
Mr. CHOW Kwong Fai, Edward <sup>3</sup>	
Mr. Timothy George FRESHWATER <sup>3</sup>	
Dr. FAN HSU Lai Tai, Rita <sup>3</sup>	
Mr. Adrian David LI Man Kiu <sup>3</sup>	(elected on 17th May 2012)
Mr. IP Sing Chi <sup>3</sup>	(appointed on 7th November 2012)

<sup>1</sup> Executive Director

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

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

In accordance with Clause 86(2) of the Bye-laws of the Company, Mr. TANG Runjiang and Mr. IP Sing Chi, being new directors appointed by the Board, shall retire at the forthcoming annual general meeting and, being eligible, offer themselves for re-election.

In accordance with Clauses 87(1) and (2) of the Bye-laws of the Company, Mr. FENG Jinhua, Mr. WANG Haimin, Dr. WONG Tin Yau, Kelvin and Mr. CHOW Kwong Fai, Edward, being directors longest in office since their last re-election, shall retire from office by rotation at the forthcoming annual general meeting and, being eligible, offer themselves for re-election.

The Company has received annual confirmation from each of the independent non-executive directors confirming their independence to the Company and considers that each of the independent non-executive directors is independent to the Company.

### Biographical details of directors and senior management

Biographical details of directors and senior management are set out on pages 84 to 91 of this annual report.

### Directors' service contracts

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

### Directors' interests in contracts

No contracts of significance in relation to the Group's business to which the Company, any of its subsidiaries, its fellow subsidiaries or its holding companies was a party and in which a director of the Company had a material interest, whether directly or indirectly, subsisted at the end of the year or at any time during the year.

## Share options

At a special general meeting of the Company held on 23rd May 2003, the shareholders of the Company approved the adoption of a new share option scheme (the "2003 Share Option Scheme") and the termination of the share option scheme adopted by the shareholders of the Company on 30th November 1994.

On 5th December 2005, the shareholders of the Company approved the amendments to the 2003 Share Option Scheme at a special general meeting. The definitions of "Participant" and "relevant company" in paragraph 1 of the 2003 Share Option Scheme were amended by deleting all references to COSCO (Hong Kong) Group Limited and replacing them by China COSCO Holdings Company Limited ("China COSCO"), an intermediate holding company of the Company, and paragraph 8(e) of the 2003 Share Option Scheme was changed to allow a grantee who ceases to be an employee or an executive director of the relevant company (as defined in the 2003 Share Option Scheme) by reason of voluntary resignation from his employment, directorship, secondment or nomination to exercise the option up to his entitlement at the date of cessation within a period of three months following the date of such cessation pursuant to paragraph 7.3(a) of the 2003 Share Option Scheme. These amendments came into effect on 28th February 2006 after the approval of the shareholders of China COSCO at the general meeting held on the same date.

The following is a summary of the principal terms of the 2003 Share Option Scheme:

The 2003 Share Option Scheme is designed to attract, retain and motivate talented participants (the "Participants" or a "Participant") (as defined in note 1 below) to strive for future development and expansion of the Group and to provide the Company with a flexible means of giving incentive to rewarding, remunerating, compensating and/or providing benefits to the Participants and for such other purposes as the Board may approve from time to time.

Under the 2003 Share Option Scheme, the Board may, at its discretion, invite any Participants to take up options. In determining the basis of eligibility of each Participant, the Board would mainly take into account the experience of the Participant on the Group's business, the length of service of the Participant with the Group or the length of business relationship the Participant has established with the Group and such other factors as the Board may at its discretion consider appropriate.

The maximum number of shares which may be issued upon exercise of all options to be granted under the 2003 Share Option Scheme and any other share option schemes of the Company shall not in aggregate exceed 10% of the total number of shares in issue as at the date of the adoption of the 2003 Share Option Scheme (the "Scheme Mandate Limit") unless the Company seeks approval of its shareholders in general meeting to refresh the Scheme Mandate Limit, such that the maximum number of shares which may be issued upon exercise of all options to be granted under the 2003 Share Option Scheme or any other share option schemes of the Company under the limit as refreshed shall not exceed 10% of the total number of shares in issue as at the date of approval to refresh such limit. The Company may seek separate approval of its shareholders in general meeting for granting options beyond the 10% limit provided that the options in excess of such limit are granted only to Participants specifically identified by the Company before such approval is sought. Notwithstanding the above, the maximum number of shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the 2003 Share Option Scheme and any other share option schemes of the Company shall not exceed 30% of the total number of shares in issue from time to time (or such higher percentage as may be allowed under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Listing Rules")).

As at the date of this report, a total of 94,177,229 shares (representing approximately 3.38% of the existing issued share capital of the Company) may be issued upon exercise of all options which may be granted under the 2003 Share Option Scheme and a total of 29,035,000 shares (representing approximately 1.04% of the existing issued share capital of the Company) may be issued upon exercise of all options which had been granted and yet to be exercised under the 2003 Share Option Scheme.

The maximum entitlement for any one Participant (including exercised, cancelled and outstanding options) in any twelve months' period shall not exceed 1% of the total number of shares in issue.

The period under which an option must be exercised shall be such period as the Board may in its absolute discretion determine at the time of grant, save that such period shall not be longer than ten years from the date on which an offer is accepted or deemed to be accepted by the grantee pursuant to the 2003 Share Option Scheme. The minimum period for which an option must be held before it can be exercised is determined by the Board upon the grant of an option. The amount payable on acceptance of an offer of the grant of options is HK\$1.00. The full amount of the exercise price for the subscription of shares must be paid upon exercise of an option.

The exercise price in relation to each option shall be determined by the Board in its absolute discretion, but in any event shall be at least the highest of (i) the closing price of the shares as stated in the daily quotation sheet of The Stock Exchange of Hong Kong Limited (the "Stock Exchange") on the date when an option is offered; (ii) a price being the average of the closing prices of the shares as stated in the daily quotation sheets of the Stock Exchange for the five business days immediately preceding the date on which an option is offered; and (iii) the nominal value of a share.

## REPORT OF THE DIRECTORS

The 2003 Share Option Scheme will expire on 22nd May 2013.

Notes:

- (1) As defined in the 2003 Share Option Scheme (as amended), "Participants" include:
  - (i) any employee of the Group (including any executive director of the Group);
  - (ii) any management of China COSCO, or China Ocean Shipping (Group) Company ("COSCO"), the Company's parent company; and
  - (iii) any person seconded or nominated by the Group to represent the Group's interest in any of the Group's associated companies or jointly controlled entities (as defined in note 2 below), or any other company or organisation.

As to whether a particular person falls within the definition of Participants, it shall be determined by the Board in its absolute discretion.

- (2) Under the 2003 Share Option Scheme, associated companies and jointly controlled entities refer to those companies and/or enterprises which have defined and/or disclosed as associates and/or associated companies and joint ventures and/or jointly controlled entities of the Company in the latest audited financial statements of the Company.

Movements of the options, which were granted under the 2003 Share Option Scheme, during the year are set out below:

Category	Exercise Price HK\$	Number of share options						Outstanding at 31st December 2012	% of total issued share capital	Exercisable period	Note
		Outstanding at 1st January 2012	Granted during the year	Exercised during the year	Transfer (to)/ from other categories during the year	Lapsed during the year	Cancelled during the year				
<b>Directors</b>											
Mr. LI Yunpeng	13.75	N/A	-	-	1,000,000	-	(1,000,000)	-	N/A	3.12.2004-2.12.2014	(2), (4), (5)
Dr. WONG Tin Yau, Kelvin	9.54	800,000	-	-	-	-	-	800,000	0.029%	28.10.2003-27.10.2013	(1), (4)
	13.75	1,000,000	-	-	-	-	-	1,000,000	0.036%	2.12.2004-1.12.2014	(2), (4)
	19.30	500,000	-	-	-	-	-	500,000	0.018%	18.4.2007-17.4.2017	(3), (4)
Mr. YIN Weiyu	19.30	500,000	-	-	-	-	-	500,000	0.018%	19.4.2007-18.4.2017	(3), (4)
		2,800,000	-	-	1,000,000	-	(1,000,000)	2,800,000			
<b>Continuous contract employees</b>	9.54	1,511,000	-	-	-	(130,000)	-	1,381,000	0.050%	(refer to note 1)	(1)
	13.75	12,412,000	-	-	-	(1,264,000)	(200,000)	10,948,000	0.393%	(refer to note 2)	(2)
	19.30	12,900,000	-	-	-	(740,000)	-	12,160,000	0.436%	(refer to note 3)	(3)
<b>Others</b>	9.54	50,000	-	-	-	-	-	50,000	0.002%	(refer to note 1)	(1)
	13.75	7,630,000	-	-	(1,000,000)	-	(5,000,000)	1,630,000	0.059%	(refer to note 2)	(2)
	19.30	800,000	-	-	-	-	(500,000)	300,000	0.011%	(refer to note 3)	(3)
		35,303,000	-	-	-	(2,134,000)	(5,700,000)	26,469,000			
		38,103,000	-	-	-	(2,134,000)	(6,700,000)	29,269,000			

Notes:

- (1) The share options were granted during the period from 28th October 2003 to 6th November 2003 under the 2003 Share Option Scheme at an exercise price of HK\$9.54. The options are exercisable at any time within ten years from the commencement date which is the date on which an offer is accepted or deemed to be accepted by the grantee pursuant to the 2003 Share Option Scheme (the "Commencement Date"). The Commencement Date of the options was from 28th October 2003 to 6th November 2003.
- (2) The share options were granted during the period from 25th November 2004 to 16th December 2004 under the 2003 Share Option Scheme at an exercise price of HK\$13.75. The options are exercisable at any time within ten years from the Commencement Date. The Commencement Date of the options was from 25th November 2004 to 16th December 2004.
- (3) The share options were granted during the period from 17th April 2007 to 19th April 2007 under the 2003 Share Option Scheme at an exercise price of HK\$19.30. The options are exercisable at any time within ten years from the Commencement Date. The Commencement Date of the options was from 17th April 2007 to 19th April 2007.
- (4) These options represent personal interests held by the relevant directors as beneficial owners.
- (5) Mr. LI Yunpeng was appointed as Chairman of the Board and a non-executive director of the Company on 24th February 2012. In this respect, the options granted to Mr. LI Yunpeng were re-classified from the category of "others" to the category of "directors".
- (6) No share options were granted under the 2003 Share Option Scheme during the year ended 31st December 2012.

## Directors' interests in shares, underlying shares and debentures

As at 31st December 2012, the interests of the Company's directors in the shares, underlying shares and debentures of the Company or any of its associated corporations (within the meaning of Part XV of the Securities and Futures Ordinance (the "SFO")), as recorded in the register required to be kept by the Company under Section 352 of Part XV of the SFO or as otherwise notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers (the "Model Code") set out in Appendix 10 to the Listing Rules were as follows:

### (a) Long positions in the shares of the Company

Name of director	Capacity	Nature of interest	Number of ordinary shares held	% of total issued share capital of the Company
Dr. WONG Tin Yau, Kelvin	Beneficial owner	Personal	519,609	0.019%
Mr. Timothy George FRESHWATER	Beneficial owner	Personal	30,000	0.001%

### (b) Long positions in underlying shares of equity derivatives of the Company

Share options were granted by the Company to certain directors of the Company pursuant to the 2003 Share Option Scheme. Details of the directors' interests in share options granted by the Company are set out under the section headed "Share options" of this report.

### (c) Long positions in the shares of associated corporations

Name of associated corporation	Name of director	Capacity	Nature of interest	Number of H shares held	% of total issued H share capital of the relevant associated corporation
China COSCO Holdings Company Limited	Mr. WAN Min	Beneficial owner	Personal	2,000	0.0001%
	Dr. FAN HSU Lai Tai, Rita	Beneficial owner	Personal	10,000	0.0004%

Name of associated corporation	Name of director	Capacity	Nature of interest	Number of A shares held	% of total issued A share capital of the relevant associated corporation
China COSCO Holdings Company Limited	Mr. LI Yunpeng	Interest of spouse	Family	3,000	0.00004%
	Mr. WAN Min	Beneficial owner	Personal	35,000	0.0005%

Name of associated corporation	Name of director	Capacity	Nature of interest	Number of shares held	% of total issued share capital of the relevant associated corporation
COSCO International Holdings Limited	Dr. WONG Tin Yau, Kelvin	Beneficial owner	Personal	203,529	0.013%



(d) Long positions in underlying shares of equity derivatives of associated corporations

(i) Movements of the share options granted to the directors of the Company by associated corporations during the year are set out below:

Name of associated corporation	Name of director	Capacity	Nature of interest	Exercise price HK\$	Number of share options				Outstanding at 31st December 2012	% of total issued share capital of the relevant associated corporation	Note
					Outstanding at 1st January 2012	Granted during the year	Exercised during the year	Lapsed during the year			
COSCO International Holdings Limited	Mr. HE Jiale	Beneficial owner	Personal	1.37	1,200,000	-	-	-	1,200,000	0.079%	(1), (2)
	Dr. WONG Tin Yau, Kelvin	Beneficial owner	Personal	1.37	500,000	-	-	-	500,000	0.033%	(1)

Notes:

- (1) The share options were granted by COSCO International Holdings Limited ("COSCO International"), an associated corporation of the Company listed on the Stock Exchange, on 2nd December 2004 pursuant to the share option scheme of COSCO International adopted on 17th May 2002 and amended by the shareholders of COSCO International at the special general meeting held on 5th May 2005. The share options are exercisable at an exercise price of HK\$1.37 per share at any time between 29th December 2004 and 28th December 2014.
- (2) Mr. HE Jiale resigned as an executive director of the Company on 21st March 2013.
- (3) During the year, no share options mentioned above were lapsed and cancelled.

Name of associated corporation	Name of director	Capacity	Nature of interest	Exercise price S\$	Number of share options				Outstanding at 31st December 2012	% of total issued share capital of the relevant associated corporation	Note
					Outstanding at 1st January 2012	Granted during the year	Exercised during the year	Lapsed during the year			
COSCO Corporation (Singapore) Limited	Dr. WANG Xingru	Beneficial owner	Personal	2.48	700,000	-	-	(700,000)	-	N/A	(1)
		Beneficial owner	Personal	2.95	700,000	-	-	(700,000)	-	N/A	(2)

Notes:

- (1) The share options were granted by COSCO Corporation (Singapore) Limited ("COSCO Singapore"), an associated corporation of the Company listed on the Main Board of the Singapore Exchange, on 5th February 2007 and are exercisable at any time between 5th February 2008 and 13th July 2012.
- (2) The share options were granted by COSCO Singapore on 24th March 2008 and are exercisable at any time between 24th March 2009 and 13th July 2012.
- (3) During the year, no share options mentioned above were cancelled.

(ii) Movements of the share appreciation rights granted to the directors of the Company by an associated corporation during the year are set out below:

Name of associated corporation	Name of director	Capacity	Nature of interest	Exercise price HK\$	Number of units of share appreciation rights			Outstanding at 31st December 2012	% of total issued H share capital of the relevant associated corporation	Note
					Outstanding at 1st January 2012	Granted during the year	Exercised during the year			
China COSCO Holdings Company Limited	Mr. LI Yunpeng	Beneficial owner	Personal	3.195	N/A	–	–	450,000	0.017%	(1), (4)
				3.588	N/A	–	–	600,000	0.023%	(2), (4)
				9.540	N/A	–	–	580,000	0.022%	(3), (4)
	Mr. WAN Min	Beneficial owner	Personal	3.195	75,000	–	–	75,000	0.003%	(1)
				3.588	280,000	–	–	280,000	0.011%	(2)
				9.540	260,000	–	–	260,000	0.010%	(3)
	Mr. HE Jiale	Beneficial owner	Personal	3.195	375,000	–	–	375,000	0.015%	(1), (5)
				3.588	500,000	–	–	500,000	0.019%	(2), (5)
				9.540	480,000	–	–	480,000	0.019%	(3), (5)
	Mr. FENG Jinhua	Beneficial owner	Personal	3.195	100,000	–	–	100,000	0.004%	(1)
				3.588	90,000	–	–	90,000	0.003%	(2)
				9.540	85,000	–	–	85,000	0.003%	(3)
	Mr. FENG Bo	Beneficial owner	Personal	3.195	N/A	–	–	75,000	0.003%	(1), (4)
				3.588	N/A	–	–	90,000	0.003%	(2), (4)
				9.540	N/A	–	–	85,000	0.003%	(3), (4)
	Mr. WANG Haimin	Beneficial owner	Personal	3.195	57,000	–	–	57,000	0.002%	(1)
				3.588	90,000	–	–	90,000	0.003%	(2)
				9.540	75,000	–	–	75,000	0.003%	(3)
	Mr. WANG Wei	Beneficial owner	Personal	3.195	N/A	–	–	75,000	0.003%	(1), (4)
				3.588	N/A	–	–	65,000	0.003%	(2), (4)
				9.540	N/A	–	–	60,000	0.002%	(3), (4)
	Mr. YIN Weiyu	Beneficial owner	Personal	3.195	100,000	–	–	100,000	0.004%	(1)
				3.588	65,000	–	–	65,000	0.003%	(2)
	<b>Ex-directors</b>									
	Mr. XU Lirong	Beneficial owner	Personal	3.195	375,000	–	–	N/A	N/A	(1), (6)
				3.588	500,000	–	–	N/A	N/A	(2), (6)
				9.540	580,000	–	–	N/A	N/A	(3), (6)
	Mr. WANG Zenghua	Beneficial owner	Personal	3.195	100,000	–	–	N/A	N/A	(1), (6)
				3.588	90,000	–	–	N/A	N/A	(2), (6)
				9.540	85,000	–	–	N/A	N/A	(3), (6)
	Mr. GAO Ping	Beneficial owner	Personal	3.195	100,000	–	–	N/A	N/A	(1), (6)
				3.588	90,000	–	–	N/A	N/A	(2), (6)
				9.540	85,000	–	–	N/A	N/A	(3), (6)

Notes:

- (1) The share appreciation rights were granted by China COSCO, an associated corporation of the Company and a company listed on the Stock Exchange and the Shanghai Stock Exchange, in units with each unit representing one H share of China COSCO, on 16th December 2005 pursuant to the share appreciation rights plan adopted by China COSCO (the "Plan"). Under the Plan, no shares of China COSCO will be issued. The share appreciation rights are exercisable at HK\$3.195 per unit at any time between 16th December 2007 and 15th December 2015.
- (2) The share appreciation rights were granted by China COSCO in units with each unit representing one H share of China COSCO on 5th October 2006 pursuant to the Plan. Under the Plan, no shares of China COSCO will be issued. The share appreciation rights are exercisable at HK\$3.588 per unit at any time between 5th October 2008 and 4th October 2016.
- (3) The share appreciation rights were granted by China COSCO in units with each unit representing one H share of China COSCO on 4th June 2007 pursuant to the Plan. Under the Plan, no shares of China COSCO will be issued. The share appreciation rights are exercisable at HK\$9.540 per unit at any time between 4th June 2009 and 3rd June 2017.
- (4) Mr. LI Yunpeng was appointed as Chairman of the Board and a non-executive director of the Company, Mr. FENG Bo was appointed as an executive director of the Company and Mr. WANG Wei was appointed as a non-executive director of the Company on 24th February 2012.
- (5) Mr. HE Jiale resigned as an executive director of the Company on 21st March 2013.
- (6) Mr. XU Lirong resigned as Chairman of the Board and a non-executive director of the Company, Mr. WANG Zenghua resigned as an executive director of the Company and Mr. GAO Ping resigned as a non-executive director of the Company on 24th February 2012.
- (7) During the year, no share appreciation rights mentioned above were lapsed or cancelled.

## REPORT OF THE DIRECTORS

Save as disclosed above, as at 31st December 2012, none of the directors or chief executive of the Company had any interests or short positions in any shares or underlying shares or interests in debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO), or which were required, pursuant to Section 352 of the SFO, to be entered in the register referred to therein, or which were required, pursuant to the Model Code, to be notified to the Company and the Stock Exchange.

### Directors' interests in competing business

As at 31st December 2012, the directors namely Mr. LI Yunpeng, Dr. WANG Xingru, Mr. WAN Min, Mr. HE Jiale, Mr. FENG Jinhua, Mr. FENG Bo, Mr. WANG Haimin and Mr. WANG Wei held directorships and/or senior management positions in COSCO and/or COSCO Container Lines Company Limited ("COSCON") and their respective subsidiaries or associates and/or other companies which have interests in container terminals (the "Container Terminal Interests").

The Board is of the view that the Group is capable of carrying on its businesses independently of the Container Terminal Interests. When making decisions on the container terminal business of the Group, the relevant directors, in the performance of their duties as directors of the Company, have acted and will continue to act in the best interests of the Group.

### Substantial interests in the share capital of the Company

So far as is known to any directors or chief executive of the Company, as at 31st December 2012, the interests of shareholders in the shares of the Company as recorded in the register required to be kept under Section 336 of the SFO, or as otherwise notified to the Company and the Stock Exchange were as follows:

Name	Capacity	Nature of interests	Number of ordinary shares/Percentage of total issued share capital						Note
			Long positions	%	Short positions	%	Lending pool	%	
COSCO Investments Limited	Beneficial owner	Beneficial interest	210,538,143	7.56	–	–	–	–	(1)
COSCO Pacific Investment Holdings Limited	Beneficial owner and interest of controlled corporation	Beneficial interest and corporate interest	1,203,731,136	43.21	–	–	–	–	(1)
China COSCO Holdings Company Limited	Interest of controlled corporation	Corporate interest	1,203,731,136	43.21	–	–	–	–	(1)
China Ocean Shipping (Group) Company	Interest of controlled corporation	Corporate interest	1,203,731,136	43.21	–	–	–	–	(1)
JPMorgan Chase & Co.	Beneficial owner, investment manager and custodian corporation/approved lending agent	Beneficial interest and corporate interest	192,102,752	6.90	–	–	127,054,734	4.56	(2)

Notes:

- (1) The 1,203,731,136 shares relate to the same batch of shares of the Company. COSCO Investments Limited ("COSCO Investments") is a wholly owned subsidiary of COSCO Pacific Investment Holdings Limited ("COSCO Pacific Investment"). Accordingly, the 210,538,143 shares of the Company held by COSCO Investments are also included as part of COSCO Pacific Investment's interests in the Company. COSCO Pacific Investment is a wholly owned subsidiary of China COSCO and it itself held 993,192,993 shares of the Company beneficially. Accordingly, COSCO Pacific Investment's interests in relation to the 1,203,731,136 shares of the Company are also recorded as China COSCO's interests in the Company. COSCO held 52.80% interest of the issued share capital of China COSCO as at 31st December 2012, and accordingly, COSCO is deemed to have the interests of 1,203,731,136 shares of the Company held by COSCO Pacific Investment.
- (2) The corporate interest of JPMorgan Chase & Co. was attributable on account through a number of its wholly owned subsidiaries and a non-wholly owned subsidiary (J.P. Morgan Securities plc (98.95% control)).

Save as disclosed above, as at 31st December 2012, the Company has not been notified of any other interests or short positions in the shares and underlying shares of the Company which had to be recorded in the register required to be kept under Section 336 of the SFO.

## Public float

Based on information that is publicly available to the Company and within the knowledge of its directors, as at the date of this report, there is sufficient public float of the shares of the Company with not less than 25% of the total number of issued shares of the Company held by the public as required under the Listing Rules.

## Purchase, sale or redemption of shares

The Company has not redeemed any of its shares during the year. Neither the Company nor any of its subsidiaries purchased or sold any of the Company's shares during the year.

## Pre-emptive rights

There are no provisions for pre-emptive rights under the Bye-laws of the Company and there are no restrictions against such rights under the laws in Bermuda which would oblige the Company to offer new shares on a pro-rata basis to existing shareholders.

## Management contracts

No contract concerning the management and administration of the whole or any substantial part of the business of the Company was entered into or existed during the year.

## Major suppliers and lessees

The percentage of the Group's container purchases and leasing income attributable to major suppliers and lessees are as follows:

Percentage of container purchases attributable to the Group's largest supplier	13.76%
Percentage of container purchases attributable to the Group's five largest suppliers	46.48%
Percentage of leasing income attributable to the Group's largest lessee, which is a subsidiary of COSCO	49.59%
Percentage of leasing income attributable to the Group's five largest lessees	70.44%

None of the directors or their associates has interests in any of the suppliers or lessees of the Group.

During the year ended 31st December 2012, the Group and COSCO have equity interest in China International Marine Containers (Group) Co., Ltd., the holding company of four of the five largest suppliers of the Group. In 2012, these four suppliers attributed 41.48% of container purchases of the Group.

Save as disclosed above, to the knowledge of the directors, none of the shareholders owning more than 5% of the Company's shares has interest in any of the suppliers and lessees of the Group.

## Corporate governance

The Company is committed to maintaining high standards of corporate governance so as to ensure better transparency and protection of shareholders' interests. The Company has complied with the code provisions of the Code on Corporate Governance Practices for the period from 1st January 2012 to 31st March 2012 and the Corporate Governance Code and Corporate Governance Report (the "Corporate Governance Code") for the period from 1st April 2012 to 31st December 2012 set out in Appendix 14 of the Listing Rules throughout the year ended 31st December 2012, except for the following deviation:

### Code provision A.6.7

The code provision A.6.7 of the Corporate Governance Code provides that independent non-executive directors and other non-executive directors, as equal board members as other directors, should attend general meetings of the company. Due to business commitment, Mr. WAN Min, a non-executive director of the Company, was unable to attend the annual general meeting and special general meeting of the Company held on 17th May 2012 and 29th November 2012 respectively.

Further information on the Company's corporate governance practices is set out in the Corporate Governance Report on pages 60 to 83 of this annual report.

### Connected transactions and continuing connected transactions

#### (I) Connected transactions

##### **Finance lease arrangements entered into by various subsidiaries**

On 8th June 2012, certain subsidiaries of the Company entered into the following finance lease arrangements with Florens (Tianjin) Finance Leasing Co., Ltd. ("Florens Tianjin"):

- (1) Finance lease arrangements between Jinjiang Pacific Ports Development Co., Ltd. ("Jinjiang Pacific"), a non-wholly owned subsidiary of the Company, and Florens Tianjin:

- (a) An entrusted purchase agreement (the "First JP Entrusted Purchase Agreement") was entered into between Jinjiang Pacific as the entrusted agent and Florens Tianjin as the purchaser, pursuant to which Florens Tianjin ratified and confirmed the purchase contract entered into between Jinjiang Pacific and a third party supplier for an empty container stacking machine and entrusted Jinjiang Pacific to acquire the stacking machine on its behalf. Jinjiang Pacific as the lessee and Florens Tianjin as the lessor also entered into a finance lease agreement (the "First JP Finance Lease Agreement"), pursuant to which Florens Tianjin agreed to lease the stacking machine to Jinjiang Pacific for a term of 8 years commencing from the date when Florens Tianjin made the payment for the purchase of the stacking machine and when Jinjiang Pacific possessed the stacking machine.

The agreed consideration for the stacking machine under the First JP Entrusted Purchase Agreement was RMB1,800,000. Florens Tianjin shall pay the agreed consideration of RMB1,800,000 or the actual purchase consideration for the stacking machine to be acquired from the supplier under the relevant purchase contract, whichever was lower. If the actual purchase consideration for the stacking machine under the relevant purchase contract exceeded the agreed consideration of RMB1,800,000, such additional amount shall be borne by Jinjiang Pacific.

Subject to the review and receipt by Florens Tianjin of all necessary documentation including a copy of the purchase contract entered into by Jinjiang Pacific and the compliance confirmation and invoice given by the supplier of the stacking machine, Florens Tianjin shall pay the cash consideration to a designated account solely for onward payment to the supplier of the stacking machine.

The reference lease amount under the First JP Finance Lease Agreement was RMB1,800,000 or the actual purchase consideration for the stacking machine from the supplier under the relevant purchase contract, whichever was lower, which was the same as the purchase consideration for the stacking machine to be paid by Florens Tianjin under the First JP Entrusted Purchase Agreement.

The total lease payments payable under the First JP Finance Lease Agreement shall be RMB2,360,512 and would be paid in equal quarterly instalments during the lease period but the said total lease payments were subject to adjustments in the event that the actual purchase consideration for the stacking machine under the First JP Entrusted Purchase Agreement was lower than RMB1,800,000 or the annual RMB benchmark lending rate referred to below changed.

Pre-lease interests would be additionally charged under the First JP Finance Lease Agreement, from the date of the payment of the purchase consideration for the stacking machine under the First JP Entrusted Purchase Agreement to the day before the commencement of the lease period, on a daily basis at the same rate as that for the lease on the purchase consideration for the stacking machine which would be payable by Jinjiang Pacific at the end of each month.

- (b) An entrusted purchase agreement (the "Second JP Entrusted Purchase Agreement") was entered into between Jinjiang Pacific as the entrusted agent and Florens Tianjin as the purchaser, pursuant to which Florens Tianjin ratified and confirmed the purchase contract entered into between Jinjiang Pacific and a third party supplier for a quayside container crane and entrusted Jinjiang Pacific to acquire the crane on its behalf. Jinjiang Pacific as the lessee and Florens Tianjin as the lessor also entered into a finance lease agreement (the "Second JP Finance Lease Agreement") pursuant to which Florens Tianjin agreed to lease the crane to Jinjiang Pacific for a term of 8 years commencing from the date when Florens Tianjin made the payment for the purchase of the crane and when Jinjiang Pacific possessed the crane.

The agreed consideration for the crane under the Second JP Entrusted Purchase Agreement was RMB35,800,000. Florens Tianjin shall pay the agreed consideration of RMB35,800,000 or the actual purchase consideration for the crane to be acquired from the supplier under the relevant purchase contract, whichever was lower. If the actual purchase consideration for the crane under the relevant purchase contract exceeded the agreed consideration of RMB35,800,000, such additional amount shall be borne by Jinjiang Pacific.

Subject to the review and receipt by Florens Tianjin of all necessary documentation including a copy of the purchase contract entered into by Jinjiang Pacific and the compliance confirmation and invoice given by the supplier of the crane, Florens Tianjin shall pay the cash consideration to a designated account solely for onward payment to the supplier of the crane.

The reference lease amount under the Second JP Finance Lease Agreement was RMB35,800,000 or the actual purchase consideration for the crane from the supplier under the relevant purchase contract, whichever was lower, which was the same as the purchase consideration for the crane to be paid by Florens Tianjin under the Second JP Entrusted Purchase Agreement.

The total lease payments payable under the Second JP Finance Lease Agreement shall be RMB46,947,959.04 and would be paid in equal quarterly instalments during the lease period but the said total lease payments were subject to adjustments in the event that the actual purchase consideration for the crane under the Second JP Entrusted Purchase Agreement was lower than RMB35,800,000 or the annual RMB benchmark lending rate referred to below changed.

Pre-lease interests would be additionally charged under the Second JP Finance Lease Agreement, from the date of the payment of the purchase consideration for the crane under the Second JP Entrusted Purchase Agreement to the day before the commencement of the lease period, on a daily basis at the same rate as that for the lease on the purchase consideration for the crane which would be payable by Jinjiang Pacific at the end of each month.

- (c) An entrusted purchase agreement (the "Third JP Entrusted Purchase Agreement") was entered into between Jinjiang Pacific as the entrusted agent and Florens Tianjin as the purchaser, pursuant to which Florens Tianjin ratified and confirmed the purchase contract entered into between Jinjiang Pacific and a third party supplier for two rubber-tired container gantry cranes and entrusted Jinjiang Pacific to acquire the cranes on its behalf. Jinjiang Pacific as the lessee and Florens Tianjin as the lessor also entered into a finance lease agreement (the "Third JP Finance Lease Agreement") pursuant to which Florens Tianjin agreed to lease the cranes to Jinjiang Pacific for a term of 8 years commencing from the date when Florens Tianjin made the payment for the purchase of the cranes and when Jinjiang Pacific possessed the cranes.

The agreed consideration for the cranes under the Third JP Entrusted Purchase Agreement was RMB13,591,200. Florens Tianjin would pay the agreed consideration of RMB13,591,200 or the actual purchase consideration for the cranes from the supplier under the relevant purchase contract, whichever was lower. If the actual purchase consideration for the cranes under the relevant purchase contract exceeded the agreed consideration of RMB13,591,200, such additional amount shall be borne by Jinjiang Pacific.

Subject to the review and receipt by Florens Tianjin of all necessary documentation including a copy of the purchase contract entered into by Jinjiang Pacific and the compliance confirmation and invoice given by the supplier of the cranes, Florens Tianjin shall pay the cash consideration to a designated account solely for onward payment to the supplier of the cranes.

The reference lease amount under the Third JP Finance Lease Agreement was RMB13,591,200 or the actual purchase consideration for the cranes from the supplier under the relevant purchase contract, whichever was lower, which was the same as the purchase consideration for the cranes to be paid by Florens Tianjin under the Third JP Entrusted Purchase Agreement.

The total lease payments payable under the Third JP Finance Lease Agreement shall be RMB17,823,438.72 and would be paid in equal quarterly instalments during the lease period but the said total lease payments were subject to adjustments in the event that the actual purchase consideration for the cranes under the Third JP Entrusted Purchase Agreement was lower than RMB13,591,200 or the annual RMB benchmark lending rate referred to below changed.

Pre-lease interests would be additionally charged under the Third JP Finance Lease Agreement, from the date of the payment of the purchase consideration for the cranes under the Third JP Entrusted Purchase Agreement to the day before the commencement of the lease period, on a daily basis at the same rate as that for the lease on the purchase consideration for the cranes which would be payable by Jinjiang Pacific at the end of each month.

- (d) A finance lease agreement (the "Fourth JP Finance Lease Agreement") was entered into between Jinjiang Pacific as the lessee and Florens Tianjin as the lessor, pursuant to which Florens Tianjin agreed to purchase a front loader and a rail-mounted gantry crane from Jinjiang Pacific and to lease back the front loader and the crane to Jinjiang Pacific for a term of 8 years commencing from the date when Florens Tianjin made the payment for the purchase of the front loader and the crane.

The consideration payable by Florens Tianjin to Jinjiang Pacific for the purchase of the front loader and the crane under the Fourth JP Finance Lease Agreement was RMB5,891,000. The cost of the front loader and crane as originally acquired by Jinjiang Pacific was RMB5,950,000.

The consideration shall be paid by Florens Tianjin subject to the conditions that Jinjiang Pacific had provided to Florens Tianjin all documents of titles of the front loader and the crane and all other documentation which Florens Tianjin reasonably considered necessary and Jinjiang Pacific had insured against the front loader and the crane, if any, pursuant to the Fourth JP Finance Lease Agreement.

The lease amount under the Fourth JP Finance Lease Agreement was RMB5,891,000, which was the same as the purchase consideration for the front loader and the crane to be paid by Florens Tianjin.

The total lease payments payable under the Fourth JP Finance Lease Agreement shall be RMB7,725,431.04 and would be paid in equal quarterly instalments during the lease period but the said total lease payments were subject to adjustments in the event that the annual RMB benchmark lending rate referred to below changed.

The First JP Entrusted Purchase Agreement, the Second JP Entrusted Purchase Agreement and the Third JP Entrusted Purchase Agreement are collectively referred to as the "JP Entrusted Agreements". The First JP Finance Lease Agreement, the Second JP Finance Lease Agreement, the Third JP Finance Lease Agreement and the Fourth JP Finance Lease Agreement are collectively referred to as the "JP Finance Lease Agreements".

No fees shall be payable by Florens Tianjin to Jinjiang Pacific for the entrusted agency services under the JP Entrusted Agreements.

The reference annual interest rate for the purpose of each of the JP Finance Lease Agreements was 2% above the annual RMB benchmark leading rate for over 5-year loan published by the People's Bank of China, which was 6.936% as at the date of each of the JP Finance Lease Agreements. If the said annual RMB benchmark leading rate changed, the interest rate under each of the JP Finance Lease Agreements would increase or decrease accordingly to the same extent. Following the change in the amount of the total lease payments, if any, the outstanding quarterly lease payments would be adjusted accordingly.

A one-off non-refundable handling fee equal to 1% of the purchase consideration for the respectively machinery and equipments set out in the JP Finance Lease Agreements, shall be payable by Jinjiang Pacific to Florens Tianjin 2 days before the commencement of the lease period respectively set out therein.

- (2) Finance lease arrangement between Quanzhou Pacific Container Terminal Co., Ltd. (“Quanzhou Pacific”), a non-wholly owned subsidiary of the Company, and Florens Tianjin

An entrusted purchase agreement (the “QZP Entrusted Agreement”) was entered into between Quanzhou Pacific as the entrusted agent and Florens Tianjin as the purchaser, pursuant to which Florens Tianjin ratified and confirmed the purchase contract entered into between Quanzhou Pacific and a third party supplier for six electric rubber-tired container gantry cranes and entrusted Quanzhou Pacific to acquire the cranes on its behalf. Quanzhou Pacific as the lessee and Florens Tianjin as the lessor also entered into a finance lease agreement (the “QZP Finance Lease Agreement”) pursuant to which Florens Tianjin agreed to lease the cranes to Quanzhou Pacific for a term of 8 years commencing from the date when Florens Tianjin made the payment for the purchase of the cranes and when Quanzhou Pacific possessed the cranes.

No fees shall be payable by Florens Tianjin to Quanzhou Pacific for the entrusted agency service under the QZP Entrusted Agreement.

The agreed consideration for the cranes under the QZP Entrusted Agreement was RMB50,000,000. Florens Tianjin would pay the agreed consideration of RMB50,000,000 or the actual purchase consideration for the cranes from the supplier under the relevant purchase contract, whichever was lower. If the actual purchase consideration for the cranes under the relevant purchase contract exceeded the agreed consideration of RMB50,000,000, such additional amount shall be borne by Quanzhou Pacific.

Subject to the review and receipt by Florens Tianjin of all necessary documentation including a copy of the purchase contract entered into by Quanzhou Pacific and the compliance confirmation and invoice given by the supplier of the cranes, Florens Tianjin shall pay the cash consideration to a designated account solely for onward payment to the supplier of the cranes.

The reference lease amount under the QZP Finance Lease Agreement was RMB50,000,000 or the actual purchase consideration for the cranes from the supplier under the relevant purchase contract, whichever was lower, which was the same as the purchase consideration for the cranes to be paid by Florens Tianjin under the QZP Entrusted Agreement.

The reference annual interest rate for the purpose of the QZP Finance Lease Agreement was 2% above the annual RMB benchmark lending rate for over 5-year loan published by the People’s Bank of China, which was 6.936% as at the date of the QZP Finance Lease Agreement.

The total lease payments payable under the QZP Finance Lease Agreement shall be RMB65,569,775.36 and would be paid in equal quarterly instalments during the lease period but the said total lease payments were subject to adjustments in the event that the actual purchase consideration for the cranes under the QZP Entrusted Purchase Agreement was lower than RMB50,000,000 or the annual RMB benchmark lending rate mentioned above changed. If the said annual RMB benchmark lending rate changed, the interest rate under the QZP Finance Lease Agreement would increase and decrease accordingly to the same extent. Following the change in the amount of the total lease payments, if any, the outstanding quarterly lease payments would be adjusted accordingly.

In addition to the above lease payments, from the date of the payment of the purchase consideration for the cranes by Florens Tianjin under the QZP Entrusted Purchase Agreement to the day before the commencement of the lease period, pre-lease interests would be charged on a daily basis at the same rate as that for the lease on the purchase consideration for the cranes and such interests shall be paid by Quanzhou Pacific at the end of each month.

A one-off non-refundable handling fee equal to 1% of the purchase consideration for the cranes, shall be payable by Quanzhou Pacific to Florens Tianjin 2 days before the commencement of the lease period.



- (3) Finance lease arrangement between Zhangjiagang Win Hanverky Container Terminal Co., Ltd. (“Zhangjiagang Terminal”), a non-wholly owned subsidiary of the Company, and Florens Tianjin

A finance lease agreement (the “ZJG Finance Lease Agreement”) was entered into between Zhangjiagang Terminal as the lessee and Florens Tianjin as the lessor, pursuant to which Florens Tianjin agreed to purchase certain machinery and equipments for use at the container terminal including cranes, stacking machines and truckers from Zhangjiagang Terminal and to lease back such machinery and equipments to Zhangjiagang Terminal for a term of 8 years commencing from the date when Florens Tianjin made the payment for the purchase of the machinery and equipments.

The consideration payable by Florens Tianjin to Zhangjiagang Terminal for the machinery and equipments under the ZJG Finance Lease Agreement was RMB66,007,250.34.

The consideration shall be paid by Florens Tianjin subject to the conditions that Zhangjiagang Terminal had provided to Florens Tianjin all documents of titles of the machinery and equipments and all other documentation which Florens Tianjin reasonably considered necessary and Zhangjiagang Terminal had insured against the machinery and equipments, if any, pursuant to the ZJG Finance Lease Agreement.

The lease amount under the ZJG Finance Lease Agreement was RMB66,007,250.34, which was the same as the purchase consideration for the machinery and equipments to be paid by Florens Tianjin.

The reference annual interest rate for the purpose of the ZJG Finance Lease Agreement was 2% above the annual RMB benchmark lending rate for over 5-year loan published by the People’s Bank of China, which was 6.936% as at the date of the ZJG Finance Lease Agreement.

The total lease payments payable under the ZJG Finance Lease Agreement shall be RMB86,561,611.52 and would be paid in equal quarterly instalments during the lease period but the said total lease payments were subject to adjustments in the event that the annual RMB benchmark lending rate mentioned above changed. If the said annual RMB benchmark lending rate changed, the interest rate under the ZJG Finance Lease Agreement would increase or decrease accordingly to the same extent. Following the change in the amount of the total lease payments, if any, the outstanding quarterly lease payments would be adjusted accordingly.

A one-off non-refundable handling fee equal to 1% of the purchase consideration for the machinery and equipments, shall be payable by Zhangjiagang Terminal to Florens Tianjin 2 days before the commencement of the lease period.

### **Finance lease arrangement entered into by Yangzhou Yuanyang**

On 30th October 2012, Yangzhou Yuanyang International Ports Co., Ltd. (“Yangzhou Yuanyang”), a non-wholly owned subsidiary of the Company, entered into the following finance lease agreement with Florens Tianjin:

Yangzhou Yuanyang entered into a finance lease agreement (the “YZ Finance Lease Agreement”) with Florens Tianjin pursuant to which Florens Tianjin agreed to purchase eight rubber-tired container gantry cranes and three packaged substations from Yangzhou Yuanyang and to lease back the cranes and substations to Yangzhou Yuanyang for a term of 8 years commencing from the date when Florens Tianjin made the payment for the purchase of the cranes and substations.

The consideration payable by Florens Tianjin to Yangzhou Yuanyang for purchase of the cranes and substations under the YZ Finance Lease Agreement was RMB49,004,405.82.

The consideration shall be paid by Florens Tianjin subject to the conditions that Yangzhou Yuanyang had provided to Florens Tianjin all documents of titles of the cranes and substations and all other documentation which Florens Tianjin reasonably considered necessary and Yangzhou Yuanyang had insured against the cranes and substations, if any, pursuant to the YZ Finance Lease Agreement.

The lease amount under the YZ Finance Lease Agreement was RMB49,004,405.82, which was the same as the purchase consideration for the cranes and substations to be paid by Florens Tianjin.

The reference annual interest rate for the purpose of the YZ Finance Lease Agreement was the annual RMB benchmark lending rate for over 5-year loan published by the People's Bank of China, which was 6.55% as at the date of the YZ Finance Lease Agreement.

The total lease payments payable under the YZ Finance Lease Agreement shall be RMB63,350,926.72 and would be paid in equal quarterly instalments during the lease period but the said total lease payments were subject to adjustments in the event that the annual RMB benchmark lending rate mentioned above changed. If the said annual RMB benchmark lending rate changed, the interest rate under the YZ Finance Lease Agreement would increase or decrease accordingly to the same extent. Following the change in the amount of the total lease payments, if any, the outstanding quarterly lease payments would be adjusted accordingly.

A one-off non-refundable handling fee equal to 1% of the purchase consideration for the cranes and substations, shall be payable by Yangzhou Yuanyang to Florens Tianjin 2 days before the commencement of the lease period.

The JP Entrusted Agreements and the QZP Entrusted Agreement are collectively referred to as the "Entrusted Agreements". The JP Finance Lease Agreements, the QZP Finance Lease Agreement, the ZJG Finance Lease Agreement and the YZ Finance Lease Agreement are collectively referred to as the "Finance Lease Agreements".

The legal titles of the respective leased machinery and equipments under the Finance Lease Agreements shall vest in Florens Tianjin throughout the lease period. Upon expiry of the Finance Lease Agreements, Jinjiang Pacific, Quanzhou Pacific, Zhangjiagang Terminal and Yangzhou Yuanyang shall have the respective option to purchase the relevant leased machinery and equipments from Florens Tianjin at an agreed nominal amount of not more than RMB10,000.

By entering into the finance lease arrangements under the Entrusted Agreements and the Finance Lease Agreements, Florens Tianjin can further develop its finance leasing business and financing platform. At the same time, it would provide an alternative source of financing available to the subsidiaries of the Company.

Florens Tianjin is indirectly owned as to 50% by each of the Company and COSCO and is a non-wholly owned subsidiary of the Company. As COSCO is the ultimate controlling shareholder of the Company and Florens Tianjin is an associate of COSCO, Florens Tianjin is a connected person of the Company. Accordingly, the entering into of the Entrusted Agreements and the Finance Lease Agreements constituted connected transactions of the Company under the Listing Rules.

### **Acquisition of 39.04% equity interests in Taicang**

On 24th January 2013, COSCO Pacific (China) Investments Co., Ltd. ("CP(China)"), a wholly owned subsidiary of the Company entered into an equity transfer agreement (the "Equity Transfer Agreement") with COSCO under which, CP (China) agreed to acquire and COSCO agreed to sell COSCO's interests in RMB175,992,320 of the total registered and paid-up capital, representing 39.04% of the equity interests in Taicang International Container Terminal Co., Ltd. ("Taicang"), at the consideration of RMB322,782,234.26 (the "Acquisition").

The Equity Transfer Agreement should take effect subject to, among others, the approval from the State-owned Assets Supervision and Administration Commission of the State Council of the PRC (the "SASAC"). As ruled by the SASAC on 5th February 2013, the consideration for the Acquisition was increased by RMB327,000 to approximately RMB323,109,000.

The Acquisition should complement the existing terminal business portfolio of the Company, as Taicang controls and operates the Taicang International Container Terminal, which is one of the deep-water ports of the Yangtze River Delta region and is located within the Suzhou city region of Jiangsu province in eastern PRC and within easy reach of Shanghai. Taicang International Container Terminal is in possession of 2 dedicated container berths and 2 break-bulk berths with the total length of 930 meters and a port land width of 1,000 meters. The expected annual throughputs for container and break-bulk cargos for the port are 550,000 TEU and 4,000,000 tons respectively.

After completion of the Acquisition, the Company will have 39.04% equity interests in Taicang and be entitled to share in the profit and loss of Taicang as a jointly controlled entity of the Company. The Company is of the view that the Acquisition will provide an additional source of income and has the potential to enhance the profitability and value of the Company.

COSCO is the ultimate controlling shareholder of the Company and hence a connected person of the Company. Accordingly, the Acquisition constituted a connected transaction of the Company under the Listing Rules.

### (II) Continuing connected transactions

#### Rental of office premises

On 28th November 2011, COSCO Pacific Management Company Limited (“COSCO Pacific Management”), a wholly owned subsidiary of the Company, as tenant entered into a tenancy agreement with Wing Thye Holdings Limited (“Wing Thye”) as landlord (the “Tenancy Agreement”) in respect of the leasing of Units 4901, 4902A and 4903 situated at 49th Floor of COSCO Tower, 183 Queen’s Road Central, Hong Kong (the “Premises”).

Pursuant to the Tenancy Agreement, COSCO Pacific Management agreed to rent from Wing Thye the Premises for a term of three years commencing from 29th November 2011 at a monthly rental of HK\$927,498 exclusive of government rent, rates and management fees. The monthly management fees payable to Wing Thye is HK\$72,586.80 (subject to further increase to an amount not exceeding HK\$80,652 from January 2012, HK\$90,330 from January 2013 and HK\$101,170 from January 2014 respectively). During the subsistence of the Tenancy Agreement, the maximum aggregate annual value of the rental and the management fee is HK\$12,213,936. The Tenancy Agreement does not provide for renewal clauses.

The Company intended to continue to occupy the Premises on a long term basis as the head office of itself and its subsidiaries and as its principal place of business in Hong Kong. In negotiating the rental under the Tenancy Agreement, the directors of the Company had made reference to the professional opinion given by DTZ Debenham Tie Leung Limited (“DTZ”), an independent professional valuer. DTZ opined that the monthly rental agreed for the Premises as provided in the Tenancy Agreement was at market levels and was fair and reasonable.

Wing Thye is a wholly owned subsidiary of COSCO (Hong Kong) Group Limited (“COSCO Hong Kong”). COSCO is a controlling shareholder of both the Company and COSCO Hong Kong. Accordingly, COSCO, COSCO Hong Kong and Wing Thye are all connected persons of the Company. The Tenancy Agreement and the transaction contemplated thereunder constituted a continuing connected transaction of the Company under the Listing Rules.

#### Master agreements relating to container related services and shipping related services transactions

On 30th November 2009, certain subsidiaries of the Company entered into the following master agreements each for a term of three years from 1st January 2010 to 31st December 2012:

- (1) COSCON Shipping Services Master Agreement entered into between COSCO Ports (Holdings) Limited (“COSCO Ports”, a wholly owned subsidiary of the Company), Piraeus Container Terminal S.A. (“PCT”, a wholly owned subsidiary of the Company), COSCO and COSCON in respect of the provision of shipping related services by COSCO Ports and its subsidiaries (collectively “COSCO Ports Group”) or PCT to COSCO and COSCON and their respective associates (excluding the Group) (collectively “COSCO Group”). The service fees shall be at rates no less favourable to the relevant members of COSCO Ports Group or to PCT than those at which the relevant members of COSCO Ports Group or PCT charges independent third party customers for the relevant services.

The annual caps of the aggregate amount receivable by COSCO Ports Group and PCT from COSCO Group for the abovementioned services for the years ended 31st December 2010, 2011 and 2012 are RMB815,402,000, RMB1,097,176,000 and RMB1,310,131,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was RMB266,765,525.

- (2) APM Shipping Services Master Agreement entered into between COSCO Ports, PCT and A.P. Moller-Maersk A/S (“APM”) for and on behalf of entities trading under the names of Maersk Line, Safmarine, MCC or any other future names with majority ownership by APM (collectively “the Line”) in respect of the provision of shipping related services by members of COSCO Ports Group or PCT to the Line on normal commercial terms.

The annual caps of the aggregate amount receivable by COSCO Ports Group and PCT from the Line for the abovementioned services for the years ended 31st December 2010, 2011 and 2012 are RMB334,504,000, RMB443,599,000 and RMB527,878,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was RMB270,162,499.

- (3) Florens-COSCON Container Related Services and Purchase of Materials Master Agreement entered into between Florens (a wholly owned subsidiary of the Company), COSCO and COSCON in respect of the following transactions:
- (a) Purchase of container related materials by Florens and its subsidiaries (collectively "Florens Group") from members of COSCO Group (including COSCON). The annual caps of the aggregate amount payable by Florens Group to COSCO Group for such purchases for the years ended 31st December 2010, 2011 and 2012 are US\$300,000, US\$400,000 and US\$500,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was US\$600.
  - (b) Provision of container related services by members of COSCO Group (including COSCON) to members of Florens Group. The annual caps of the aggregate amount payable by Florens Group to COSCO Group for such services for the years ended 31st December 2010, 2011 and 2012 are US\$6,307,000, US\$8,032,000 and US\$8,912,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was US\$1,356,247.

It was agreed that the consideration for the purchase of container related materials by Florens Group and the provision of container related services by COSCO Group (including COSCON) shall be at rates no less favourable to the relevant members of Florens Group (as purchaser or service receiving party, as the case may be) than those at which the relevant members of COSCO Group (including COSCON) charge independent third parties for the relevant transactions.

- (4) Florens-APM Container Purchasing and Related Services Master Agreement entered into between Florens and the Line in respect of the following transactions:
- (a) Purchase of containers and container related materials by members of Florens Group from the Line. The annual cap of the aggregate amount payable by Florens Group to the Line for such purchases for each of the years ended 31st December 2010, 2011 and 2012 is US\$15,000,000. The total amount of the aforesaid transactions for the year ended 31st December 2012 was US\$8,692,500.
  - (b) Provision of container related services by the Line to members of Florens Group. The annual cap of the aggregate amount payable by Florens Group to the Line for such services for each of the years ended 31st December 2010, 2011 and 2012 is US\$100,000. For the year ended 31st December 2012, Florens did not pay any fees to the Line pursuant to such agreement.

It was agreed that the consideration for the purchase of containers and container related materials by Florens Group and the provision of container related services by the Line shall be at rates no less favourable to Florens Group (as purchaser or service receiving party, as the case may be) than those at which the Line charge independent third parties for the relevant transactions.

- (5) Nansha Container Terminal Services Master Agreement entered into between COSCO Ports, Guangzhou South China Oceangate Container Terminal Company Limited ("GZ South China", a subsidiary of the Company) and Guangzhou Port Holding Company Limited ("GZ Port Holding") in respect of the following transactions:
- (a) Provision of container terminal related services by GZ South China to GZ Port Holding and its subsidiaries, branches and associates ("GZ Port Group"). The annual caps of the aggregate amount receivable by GZ South China from GZ Port Group for such services for the years ended 31st December 2010, 2011 and 2012 are RMB14,900,000, RMB20,500,000 and RMB26,400,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was RMB3,283,927.
  - (b) Provision of container terminal related services by members of GZ Port Group to GZ South China. The annual caps of the aggregate amount payable by GZ South China to GZ Port Group for such services for the years ended 31st December 2010, 2011 and 2012 are RMB73,050,000, RMB87,120,000 and RMB104,970,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was RMB73,062,528.

- (c) The appointment of GZ South China by GZ Port Holding to charge on behalf of GZ Port Holding the port construction fee in respect of cargoes entering and departing from the phase 2 terminal at the Nansha Port in accordance with the applicable laws and regulations and/or as required by the relevant government or supervisory authorities from time to time. The relevant annual caps are as follows:
- (i) The annual caps of the aggregate amount of the port construction fee payable by GZ South China to GZ Port Holding for the years ended 31st December 2010, 2011 and 2012 are RMB30,000,000, RMB36,500,000 and RMB40,500,000 respectively. For the year ended 31st December 2012, GZ South China did not pay any fees to GZ Port Holding pursuant to such agreement.
  - (ii) The annual caps of the aggregate amount of the handling fee receivable by GZ South China from GZ Port Holding in respect of the charging of the port construction fee for the years ended 31st December 2010, 2011 and 2012 are RMB100,000, RMB150,000 and RMB180,000 respectively. For the year ended 31st December 2012, GZ South China did not receive any fees from GZ Port Holding pursuant to such agreement.
  - (iii) The annual caps of the aggregate amount of the refunded fee receivable by GZ South China from GZ Port Holding in respect of the charging of the port construction fee for the years ended 31st December 2010, 2011 and 2012 are RMB7,700,000, RMB11,850,000 and RMB14,420,000 respectively. For the year ended 31st December 2012, GZ South China did not receive any fees from GZ Port Holding pursuant to such agreement.
- (d) The appointment of GZ South China by GZ Port Holding to charge on behalf of GZ Port Holding the vessels which use the high-frequency wireless communication services at the Guangzhou port, or the agents of such vessels, the high-frequency communication fee at a rate as prescribed by GZ Port Holding from time to time. The relevant annual caps are as follows:
- (i) The annual caps of the aggregate amount of the high-frequency communication fee payable by GZ South China to GZ Port Holding for the years ended 31st December 2010, 2011 and 2012 are RMB1,000,000, RMB2,200,000 and RMB3,000,000 respectively. The total amount of the aforesaid fee paid by GZ South China to GZ Port Holding for the year ended 31st December 2012 was RMB1,266,690.
  - (ii) The annual caps of the aggregate amount of the handling fee receivable by GZ South China in respect of the charging of the high-frequency communication fee for the years ended 31st December 2010, 2011 and 2012 are RMB30,000, RMB70,000 and RMB90,000 respectively. The total amount of the handling fee received by GZ South China for the year ended 31st December 2012 was RMB9,675.

It was agreed that the terms for the provision of the aforesaid services by GZ South China shall be no less favourable to GZ South China (as service providing party) than terms available to GZ South China from independent third parties for the relevant services. It was also agreed that the terms for the provision of services by GZ Port Group shall be no less favourable to GZ South China (as service receiving party) than terms available to independent third parties from GZ Port Group for the relevant services.

- (6) Yangzhou Terminal Services Master Agreement entered into between COSCO Ports, Yangzhou Yuanyang and Jiangsu Province Yangzhou Port Group Co., Ltd. (江蘇省揚州港務集團有限公司) (“Yangzhou Port Holding”) in respect of the following transactions:
- (a) Provision of terminal related services by Yangzhou Port Holding and its subsidiaries, branches and associates (“Yangzhou Port Group”) to Yangzhou Yuanyang. The annual caps of the aggregate amount payable by Yangzhou Yuanyang to Yangzhou Port Group for such services for the years ended 31st December 2010, 2011 and 2012 are RMB68,985,000, RMB92,080,000 and RMB136,188,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was RMB76,501,039.

- (b) The appointment of Yangzhou Yuanyang by Yangzhou Port Holding to charge on behalf of Yangzhou Port Holding the port construction fee in respect of cargoes entering and departing from the terminals of Yangzhou Yuanyang in accordance with the applicable laws and regulations and/or as required by the relevant government or supervisory authorities from time to time. The relevant annual caps are as follows:
- (i) The annual caps of the aggregate amount of the port construction fee payable by Yangzhou Yuanyang to Yangzhou Port Holding for the years ended 31st December 2010, 2011 and 2012 are RMB1,700,000, RMB2,035,000 and RMB2,442,000 respectively. For the year ended 31st December 2012, Yangzhou Yuanyang did not pay any fees to Yangzhou Port Holding pursuant to such agreement.
  - (ii) The annual caps of the aggregate amount of the refunded fee receivable by Yangzhou Yuanyang from Yangzhou Port Holding in respect of the charging of the port construction fee for the years ended 31st December 2010, 2011 and 2012 are RMB424,000, RMB509,000 and RMB611,000 respectively. For the year ended 31st December 2012, Yangzhou Yuanyang did not receive any refunded fees from Yangzhou Port Holding pursuant to such agreement.
- (c) The appointment of Yangzhou Yuanyang by Yangzhou Port Holding to receive on behalf of the relevant members of Yangzhou Port Group the service fees which are payable by independent third party terminal users to such members of Yangzhou Port Group in accordance with tripartite agreements between the relevant member of Yangzhou Port Group, Yangzhou Yuanyang and such independent third party terminal users and are paid by such independent third party terminal users to Yangzhou Yuanyang.

Under the above appointment, Yangzhou Yuanyang shall pay the entire amount of the service fees to the relevant members of Yangzhou Port Group, and Yangzhou Yuanyang shall not be liable to pay any of such service fees to the relevant members of Yangzhou Port Group if the relevant independent third party terminal users fail to pay such fees to Yangzhou Port Group; and no amount is receivable by Yangzhou Yuanyang in respect of the receipt of service fees from independent third party terminal users on behalf of Yangzhou Port Group. Accordingly, no annual cap was set in respect of such payment arrangement.

It was agreed that the terms for the provision of services by Yangzhou Port Group shall be no less favourable to Yangzhou Yuanyang (as service receiving party) than terms available to independent third parties from Yangzhou Port Group for the relevant services.

- (7) COSCON Container Services Master Agreement entered into between Plangreat Limited ("Plangreat", a wholly owned subsidiary of the Company), COSCO and COSCON in respect of the provision of container related services by Plangreat and its subsidiaries to members of COSCO Group (including COSCON). The service fees shall be at rates no less favourable to Plangreat and its subsidiaries than those at which Plangreat and its subsidiaries charge independent third parties for the relevant services.

The annual cap of the aggregate amount receivable by Plangreat and its subsidiaries from COSCO Group for each of the years ended 31st December 2010, 2011 and 2012 is US\$3,372,000. The total amount of the aforesaid transactions for the year ended 31st December 2012 was US\$2,396,897.

- (8) Florens-COSCON Container Leasing, Sales and Related Services Master Agreement entered into between Florens, COSCO and COSCON in respect of the following transactions:
- (a) Grant of leases of containers (being containers which have been used for at least 10 years) for a term of not more than 3 years by members of Florens Group to members of COSCO Group. The annual caps of the aggregate amount receivable by Florens Group from COSCO Group for such transactions for the years ended 31st December 2010, 2011 and 2012 are US\$468,000, US\$985,000 and US\$1,358,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was US\$8,208.
  - (b) Sales of old containers by members of Florens Group to members of COSCO Group (including COSCON). The annual caps of the aggregate amount receivable by Florens Group from COSCO Group for such transactions for the years ended 31st December 2010, 2011 and 2012 are US\$2,500,000, US\$3,000,000 and US\$3,300,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was US\$42,579.

- (c) Provision of container related services by members of Florens Group to members of COSCO Group (including COSCON). The annual caps of the aggregate amount receivable by Florens Group from COSCO Group for such services for the years ended 31st December 2010, 2011 and 2012 are US\$1,000,000, US\$1,500,000 and US\$1,800,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was US\$562,098.

It was agreed that the consideration for the leasing and sales of containers and the provision of container related services by Florens Group shall be at rates no less favourable to the relevant members of Florens Group (as lessor, seller or service providing party, as the case may be) than those at which the relevant members of Florens Group charge independent third parties for the relevant transactions.

- (9) Florens-APM Container Leasing, Sales and Related Services Master Agreement entered into between Florens and the Line in respect of the following transactions:
  - (a) Grant of leases of containers for a term of not more than 3 years by members of Florens Group to the Line. The annual caps of the aggregate amount receivable by Florens Group from the Line for such transactions for the years ended 31st December 2010, 2011 and 2012 are US\$55,000, US\$65,000 and US\$80,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was US\$25,947.
  - (b) Sales of old containers by members of Florens Group to the Line. The annual caps of the aggregate amount receivable by Florens Group from the Line for the aforesaid transactions for the years ended 31st December 2010, 2011 and 2012 are US\$300,000, US\$350,000 and US\$400,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was US\$40,067.
  - (c) Provision of container related services by members of Florens Group to the Line. The annual caps of the aggregate amount receivable by Florens Group from the Line for the aforesaid services for each of the years ended 31st December 2010, 2011 and 2012 is US\$20,000. The total amount of the aforesaid transactions for the year ended 31st December 2012 was US\$2,140.

It was agreed that the consideration for the leasing and sales of containers and the provision of container related services by Florens Group shall be at rates no less favourable to Florens Group (as lessor, vendor or service providing party, as the case may be) than those at which the relevant members of Florens Group charge independent third parties for the relevant transactions.

- (10) Diesel Oil Purchase Master Agreement entered into between COSCO Ports, GZ South China and China Marine Bunker Guangzhou Co., Ltd. (中國船舶燃料廣州有限公司) (“CM Supply”) in respect of the purchase of diesel oil by GZ South China from CM Supply. The terms for the supply of diesel oil by CM Supply shall be no less favourable to GZ South China than terms available to independent third parties from CM Supply for the relevant transactions.

The annual caps of the aggregate amount payable by GZ South China to CM Supply for the years ended 31st December 2010, 2011 and 2012 are RMB35,000,000, RMB40,000,000 and RMB50,000,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was RMB1,786,708.

- (11) Zhangjiagang Container Terminal Services Master Agreement entered into between COSCO Ports, Zhangjiagang Terminal and Zhangjiagang Port Group Co., Ltd. (張家港港務集團有限公司) (“Zhangjiagang Port Holding”) in respect of the following transactions:
  - (a) Provision of container terminal related services by Zhangjiagang Terminal to Zhangjiagang Port Holding and its subsidiaries, branches and associates (collectively “Zhangjiagang Port Group”). The annual caps of the aggregate amount receivable by Zhangjiagang Terminal from Zhangjiagang Port Group for such services for the years ended 31st December 2010, 2011 and 2012 are RMB8,450,000, RMB9,970,000 and RMB12,490,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was RMB960,582.

- (b) Provision of container terminal related services by members of Zhangjiagang Port Group to Zhangjiagang Terminal. The annual caps of the aggregate amount payable by Zhangjiagang Terminal to Zhangjiagang Port Group for the abovementioned services for the years ended 31st December 2010, 2011 and 2012 are RMB18,990,000, RMB23,980,000 and RMB29,390,000 respectively. The total amount of the aforesaid transactions for the year ended 31st December 2012 was RMB20,865,984.
- (c) The appointment of Zhangjiagang Terminal by Zhangjiagang Port Holding to charge on behalf of Zhangjiagang Port Holding the port construction fee in respect of cargoes entering and departing from the terminal of Zhangjiagang Terminal in accordance with the applicable laws and regulations and/or as required by the relevant government or supervisory authorities from time to time. The relevant annual caps are as follows:
  - (i) The annual caps of the aggregate amount of the port construction fee payable by Zhangjiagang Terminal to Zhangjiagang Port Holding for the years ended 31st December 2010, 2011 and 2012 are RMB18,260,000, RMB21,910,000 and RMB26,290,000 respectively. For the year ended 31st December 2012, Zhangjiagang Win Hanverky did not pay any handling fees to Zhangjiagang Port Holding pursuant to such agreement.
  - (ii) The annual caps of the aggregate amount of the handling fee receivable by Zhangjiagang Terminal from Zhangjiagang Port Holding in respect of the charging of the port construction fee for the years ended 31st December 2010, 2011 and 2012 are RMB92,000, RMB110,000 and RMB132,000 respectively. For the year ended 31st December 2012, Zhangjiagang Terminal did not receive any handling fees from Zhangjiagang Port Holding pursuant to such agreement.

It was agreed that the terms for the provision of services by Zhangjiagang Terminal shall be no less favourable to Zhangjiagang Terminal (as service providing party) than terms available to Zhangjiagang Terminal from independent third parties for the relevant services; and shall also be no less favourable to the relevant member of Zhangjiagang Port Group (as service receiving party) than terms available to independent third parties from Zhangjiagang Terminal for the relevant services.

It was also agreed that the terms for the provision of services by Zhangjiagang Port Group shall be no less favourable to Zhangjiagang Terminal (as service receiving party) than terms available to independent third parties from Zhangjiagang Port Group for the relevant services.

- (12) Xiamen Container Terminal Services Master Agreement entered into between COSCO Ports, Xiamen Ocean Gate Container Terminal Co., Ltd. (“Xiamen Ocean Gate”, a subsidiary of the Company) and Xiamen Haicang Investment Group Co., Ltd. (廈門海滄投資集團有限公司) (“Xiamen Haicang Holding”) in respect of the provision of container terminal related services by Xiamen Haicang Holding and its subsidiaries, branches and associates (collectively “Xiamen Haicang Group”) to Xiamen Ocean Gate. The terms for the provision of services by Xiamen Haicang Group shall be no less favourable to Xiamen Ocean Gate than terms available to independent third parties from Xiamen Haicang Group for the relevant services.

The annual caps of the aggregate amount payable by Xiamen Ocean Gate to Xiamen Haicang Group for the abovementioned services for the years ended 31st December 2010, 2011 and 2012 are RMB3,200,000, RMB19,700,000 and RMB22,200,000 respectively. The total amount for the aforesaid transactions for the year ended 31st December 2012 was RMB3,514,487.

COSCO is the ultimate controlling shareholder of the Company. COSCON is a subsidiary of COSCO. Accordingly, members of COSCO Group (including COSCO and COSCON) are connected persons of the Company. APM Terminals Invest Company Limited (“APM Terminals”), which is a subsidiary of APM, is a substantial shareholder of a subsidiary of the Company. The Line are majority-owned by APM and are therefore associates of APM Terminals. Accordingly, the Line are connected persons of the Company.



## REPORT OF THE DIRECTORS

GZ Port Holding indirectly holds a 41% equity interest in GZ South China. Accordingly, members of GZ Port Group (including GZ Port Holding) are connected persons of the Company. As Yangzhou Port Holding indirectly holds a 40% equity interest in Yangzhou Yuanyang, members of Yangzhou Port Group (including Yangzhou Port Holding) are connected persons of the Company. CM Supply is owned as to 50% by COSCO and hence CM Supply is a connected person of the Company. Zhangjiagang Port Holding holds a 49% equity interest in Zhangjiagang Terminal. Accordingly, members of Zhangjiagang Port Group (including Zhangjiagang Port Holding) are connected persons of the Company. Xiamen Haicang Holding indirectly holds a 30% equity interest in Xiamen Ocean Gate. Therefore, members of Xiamen Haicang Group (including Xiamen Haicang Holding) are connected persons of the Company.

Each of the above master agreements and the transactions contemplated thereunder constituted continuing connected transactions under Chapter 14A of the Listing Rules. The continuing connected transactions under agreements no. (1) to (6) above were subject to the reporting, announcement and independent shareholders' approval requirements. Accordingly, the written approval for the transactions under agreements no. (2), (4), (5) and (6) above was obtained from COSCO Pacific Investment and COSCO Investments (both being subsidiaries of COSCO and together being interested in an aggregate of 51.20% of the total issued share capital of the Company as at the date of such agreements). The continuing connected transactions under agreements no. (1) and (3) above were approved by the independent shareholders of the Company at the special general meeting held on 7th January 2010.

With respect to the continuing connected transactions under agreements no. (7) to (12) above, they were subject to the reporting and announcement requirements, but were exempt from the independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

### **Long term container leasing transactions (with waiver granted by the Stock Exchange)**

During the year, long term container leasing transactions were entered into between COSCO Group and the Group in respect of the provision of long term container leases by the Group to COSCO Group to which the Stock Exchange had, subject to certain conditions, granted waiver dated 14th December 1994 to the Company from strict compliance with the requirements stipulated in the then Chapter 14 of the Listing Rules to disclose details of such connected transactions by press notice and/or circular and/or to obtain prior independent shareholders' approval. The total consideration of the aforesaid transactions for the year ended 31st December 2012 amounted to US\$139,112,722. In the opinion of the directors of the Company, the aforesaid transactions were conducted in the ordinary and normal course of business of the Group and using average leasing rates by reference to, if applicable, the average of the available leasing rates quoted from four of the top ten independent container leasing companies.

### **Opinion from the independent non-executive directors on the continuing connected transactions**

Pursuant to the conditions of the waiver in relation to long term container leasing transactions and Rule 14A.37 of the Listing Rules, Mr. CHOW Kwong Fai, Edward, Mr. Timothy George FRESHWATER, Mr. Adrian David LI Man Kiu and Mr. IP Sing Chi, independent non-executive directors of the Company, have reviewed the above continuing connected transactions and opined that:

- (i) the long term container leasing transactions had been conducted in the ordinary course of business of the Group and using average market rates by reference to, if applicable, the average of the available leasing rates quoted from four of the top ten independent container leasing companies and were fair and reasonable so far as the shareholders of the Company were concerned; and
- (ii) the rental of office premises transaction and the transactions entered into by COSCO Ports, PCT, Florens, GZ South China, Yangzhou Yuanyang, Plangreat, Zhangjiagang Terminal and Xiamen Ocean Gate under the master agreements were:
  - entered into in the ordinary and usual course of the Group's businesses;
  - entered into on terms no less favourable to the Group than terms available from/to independent third parties; and
  - entered into in accordance with the relevant agreements governing them on terms that are fair and reasonable and in the interests of the shareholders of the Company as a whole.

Dr. FAN HSU Lai Tai, Rita confirmed that in view of her position of also being an independent non-executive director of China COSCO and that (i) COSCON (a subsidiary of China COSCO) was a party to the long term container leasing transactions; (ii) Wing Thye (a subsidiary of COSCO which in turn is a controlling shareholder of China COSCO) was a party to the rental of office premises transaction; and (iii) CM Supply (a company owned as of 50% by COSCO) was a party to the Diesel Oil Purchase Master Agreement, and for good corporate governance practices, she would not take part in the review process in respect of the long term container leasing transactions, the rental of office premises transaction and the continuing connected transactions under agreements no. (1), (3), (7), (8) and (10) and would not express her opinion in relation to such transactions reviewed by the other independent non-executive directors of the Company.

Dr. FAN HSU Lai Tai, Rita further confirmed that she has reviewed the continuing connected transactions under agreements no. (2), (4), (5), (6), (9), (11) and (12), of which neither COSCO, China COSCO nor any of their respective associates is a party to the transactions stipulated therein, and opined that the aforementioned transactions were:

- entered into in the ordinary and usual course of the Group's businesses;
- entered into on terms no less favourable to the Group than terms available from/to independent third parties; and
- entered into in accordance with the relevant agreements governing them on terms that are fair and reasonable and in the interests of the shareholders of the Company as a whole.

#### **Report from the auditor on the continuing connected transactions**

For the purposes of the conditions of the waiver in relation to long term container leasing transactions, the Board engaged the auditor of the Company to perform certain agreed-upon procedures on the long term container leasing transactions for the year ended 31st December 2012 (the "Relevant Year") in accordance with Hong Kong Standard on Related Services 4400 "Engagements to Perform Agreed-Upon Procedures Regarding Financial Information" issued by the Hong Kong Institute of Certified Public Accountants, and the auditor reported that the long term container leasing transactions for the Relevant Year had been conducted in the ordinary and normal course of business of the Group and by reference to, if applicable, the average of the available leasing rates quoted from four of the top ten independent container leasing companies.

For the purposes of Rule 14A.38 of the Listing Rules in relation to the other continuing connected transactions, the Board engaged the auditor of the Company to report on the above other continuing connected transactions as identified by the management for the Relevant Year in accordance with Hong Kong Standard on Assurance Engagements 3000 "Assurance Engagements Other Than Audits or Reviews of Historical Financial Information" and with reference to Practice Note 740 "Auditor's Letter on Continuing Connected Transactions under the Hong Kong Listing Rules" issued by the Hong Kong Institute of Certified Public Accountants. The auditor has issued his unqualified letter containing his findings and conclusions in respect of the other continuing connected transactions, including the rental of office premises transaction and the transactions entered into by COSCO Ports, PCT, Florens, GZ South China, Yangzhou Yuanyang, Plangreat, Zhangjiagang Terminal and Xiamen Ocean Gate under the master agreements for the Relevant Year, in accordance with Rule 14A.38 of Listing Rules. A copy of the auditor's letter has been provided by the Company to the Stock Exchange.

### Disclosure under Rule 13.22 of Chapter 13 of the Listing Rules

In relation to the financial assistance granted by the Group to certain affiliated companies, a proforma combined balance sheet of the affiliated companies as at 31st December 2012 required to be disclosed under Rule 13.22 of Chapter 13 of the Listing Rules is set out below:

	US\$'000
Non-current assets	5,615,885
Current assets	1,590,694
Current liabilities	(1,849,920)
Non-current liabilities	(2,096,923)
Net assets	<u>3,259,736</u>
Share capital	123,443
Reserves	1,761,590
Non-controlling interest	<u>1,374,703</u>
Capital and reserves	<u>3,259,736</u>

As at 31st December 2012, the Group's attributable interests in these affiliated companies amounted to US\$684,306,000.

### Audit Committee

As at the date of this report, the Audit Committee of the Company consists of four independent non-executive directors.

The Audit Committee reviews the systems of internal controls throughout the Group, the completeness and accuracy of its financial statements and liaises on behalf of the Board with external auditor and the Group's internal auditor. During the year, the Audit Committee members met regularly with management, external auditor and the Group's internal auditor and reviewed the internal and external audit reports and the interim and annual consolidated financial statements of the Group.

### Auditor

The consolidated financial statements for the year have been audited by PricewaterhouseCoopers who retire and, being eligible, offer themselves for re-appointment.

On behalf of the Board

**WANG Xingru**

*Vice Chairman and Managing Director*

Hong Kong, 26th March 2013