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CHEUNG KONG (HOLDINGS) LIMITED

長江實業(集團)有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 0001)

DISCLOSEABLE TRANSACTIONS IN RELATION TO ACQUISITIONS OF AIRCRAFT

The Board is pleased to announce that on 25 August 2014, the Company, through its subsidiaries, entered into (i) the Conditional Sale Agreement and the Beneficial Interest Sale Agreement with GECAS and its subsidiaries/affiliates, pursuant to which the sellers under the Conditional Sale Agreement and the Beneficial Interest Sale Agreement (each being a subsidiary/an affiliate of GECAS) agreed to sell, and the buyers thereunder (each being an indirect wholly-owned subsidiary of the Company) agreed to purchase, a total of twenty-one aircraft or beneficial interests comprising such aircraft (i.e. Transaction (1)), and on 4 November 2014, the Company and/or its subsidiaries further entered into (ii) BOCA Aircraft Sale Agreement (1) and BOCA Aircraft Sale Agreement (2), pursuant to which BOC Aviation agreed to sell (or procure the relevant aircraft sellers to sell) (each such seller being a wholly-owned subsidiary of BOC Aviation), and Accipiter No. 2/Accipiter Cayman No. 2 (each being an indirect wholly-owned subsidiary of the Company) agreed to purchase, a total of up to ten aircraft (i.e. Transaction (2)); (iii) the JSA Aircraft Sale Agreement, pursuant to which JSA and fourteen other sellers (each being a subsidiary/an affiliate of JSA) agreed to sell, and Accipiter No. 3 (an indirect wholly-owned subsidiary of the Company) agreed to purchase, up to fourteen aircraft or beneficial interests comprising such aircraft (i.e. Transaction (3)); and (iv) a subscription agreement with MCAP and JVA, pursuant to which Harrier Global (an indirect wholly-owned subsidiary of the Company) and MCAP agreed, on a 60:40 basis, to subscribe for the entire equity interest in JVA which will indirectly hold a portfolio of up to fifteen aircraft (i.e. Transaction (4)).

Given that one or more of the applicable percentage ratios in respect of Transactions (1) to (4), when aggregated pursuant to Rules 14.22 and 14.23(4) of the Listing Rules, exceeds 5% but less than 25%, Transactions (1) to (4) as aggregated constitute discloseable transactions of the Company and are therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules. For the avoidance of doubt, each of the applicable percentage ratios in respect of Transaction (1) was less than 5% at the time of the entering into of the Conditional Sale Agreement and the Beneficial Interest Sale Agreement.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, GECAS, BOC Aviation, JSA, MCAP and each of the parties named in any of the Transactions (1) to (4) documents as sellers of aircraft or of any beneficial interest in trust property related to any aircraft, and whether selling directly to the Group or (in the case of Transaction (4)) selling into the subsidiary of JVA and each of their respective ultimate beneficial owners are independent of each other and are independent of the Company and its connected persons.

(1) ACQUISITION OF TWENTY-ONE AIRCRAFT FROM GECAS AND ITS SUBSIDIARIES AND/OR AFFILIATES

(a) Conditional Sale Agreement

Date: 25 August 2014

Parties:

- (i) GECAS;
- (ii) the sellers listed in the Conditional Sale Agreement (which are all subsidiaries and/or affiliates of GECAS);
- (iii) Accipiter (an indirect wholly-owned subsidiary of the Company); and
- (iv) the buyers listed in the Conditional Sale Agreement (which are all wholly-owned subsidiaries of Accipiter).

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, GECAS, the sellers listed in the Conditional Sale Agreement, and their respective ultimate beneficial owners are third parties independent of the Company and its connected persons.

Assets acquired:

The assets acquired under the Conditional Sale Agreement comprise the CSA Aircraft. The CSA Aircraft comprise eleven Airbus A320-200 aircraft, five Boeing 737-800 aircraft and two Boeing 737-900ER aircraft which are currently leased to a total of nine different commercial airlines with an average remaining lease term of 6.5 years. The average age of the CSA Aircraft is 3.1 years.

Conditional Sale:

Pursuant to the Conditional Sale Agreement, each seller agreed to sell each CSA Aircraft owned by it on a conditional sale basis to the relevant buyer in an "as is, where is" condition. The Conditional Sale Agreement provided that, subject to prior satisfaction or waiver of the applicable conditions precedent set out in the paragraph headed "Conditions Precedent" below, the relevant buyer shall be deemed to have accepted the relevant CSA Aircraft from the relevant seller on such condition on the CSA Commencement Date in respect of such aircraft.

Notwithstanding the occurrence of the CSA Commencement Date in respect of a CSA Aircraft, the relevant seller shall retain title to such CSA Aircraft to the exclusion of the buyer parties during the relevant Post CSA Commencement Period, and continue to be solely responsible for all material risks arising out of such CSA Aircraft respectively owned by it (including the risk of loss of such aircraft) until the relevant CSA Sale Completion Date, at which date the risk of loss of such CSA Aircraft shall pass from the relevant seller to the relevant buyer. Unless otherwise terminated during the Post CSA Commencement Period in accordance with the terms of the Conditional Sale Agreement, the seller of such CSA Aircraft shall sell, and the relevant buyer shall purchase and take title to such CSA Aircraft on the CSA Sale Completion Date.

During the Post CSA Commencement Period, the seller in respect of a CSA Aircraft shall continue to manage the relevant lease as lessor, subject to undertakings to the buyer parties and restrictions as contained in the Conditional Sale Agreement.

The total consideration for the CSA Aircraft is approximately USD714,800,000, subject to such adjustments as are customary in the aircraft leasing business, as are set out in the Conditional Sale Agreement, with the Company achieving an overall downward adjustment in the total consideration.

The total consideration was negotiated and determined by the parties on an arm's length basis after taking into consideration, among others:

- the age, aircraft type, technical specification, and the prevailing market value of the aircraft;
- the market segment and operator base of the aircraft;
- the terms of the lease, the credit quality of the lessee, and the projected lease end aircraft value, and
- the global economic environment and the performance of the aviation industry.

Historical profit and book value information in relation to the CSA Aircraft have not been made available to the Company.

The consideration is funded by the Company's internal resources.

Payment terms and Price Adjustment:

The consideration in respect of a CSA Aircraft is paid by two instalments:

- (1) On the CSA Commencement Date in respect of a CSA Aircraft, the relevant buyer was required to pay to the relevant seller the GECAS CSA Initial Instalment.
- (2) On the CSA Sale Completion Date in respect of a CSA Aircraft, the relevant buyer is required to pay to the relevant seller an amount equal to the final instalment of purchase price in respect of such CSA Aircraft (as specified in the Conditional Sale Agreement) less (if such netting off is elected by the relevant buyer in accordance with the provisions of the Conditional Sale Agreement), the lease security deposit, applicable maintenance reserves and prepaid rent (which has been prepaid to the relevant seller by the relevant lessee pursuant to the relevant lease) which such seller would otherwise be required to pay to such buyer on such CSA Sale Completion Date.

Immediately upon receipt by the relevant seller of the final instalment of the purchase price in respect of a CSA Aircraft, the relevant seller is required to transfer title to the aircraft to the relevant buyer by executing the relevant bill of sale and delivering it to the relevant buyer, whereupon such buyer is required to purchase and take title to such aircraft from such seller.

As at the date of this announcement, the CSA Commencement Date in respect of each of the CSA Aircraft has occurred and the buyers have paid the GECAS CSA Initial Instalment in respect of each of the CSA Aircraft. Furthermore, the CSA Sale Completion Date has occurred in respect of four of the CSA Aircraft, the title to which has accordingly been transferred from the relevant sellers to the relevant buyers.

Guarantee:

In consideration of GECAS and the sellers named in the Conditional Sale Agreement agreeing to sell the CSA Aircraft in accordance with the terms of the Conditional Sale Agreement, the Company executed a guarantee in favour of GECAS, pursuant to which the Company agreed to guarantee the payment and performance by Accipiter and the buyers named in the Conditional Sale Agreement of their obligations to GECAS and the sellers under the Conditional Sale Agreement and the transaction documents as referred to therein.

Conditions Precedent:

The occurrence of the CSA Commencement Date and the CSA Sale Completion Date in respect of a CSA Aircraft are respectively conditional upon the fulfillment or waiver by the relevant parties of certain conditions on or prior to the relevant CSA Commencement Date or the CSA Sale Completion Date (as the case may be), including but not limited to the following:

Sellers Conditions

- (1) The obligations of the sellers of each CSA Aircraft to effect the conditional sale thereof was subject to the prior fulfillment of conditions including the receipt of an acceptance certificate duly executed by the relevant buyer and the GECAS CSA Initial Instalment in respect of such aircraft. As at the date of this announcement, such conditions have been fulfilled, and the CSA Commencement Date has occurred in respect of each of the CSA Aircraft.
- (2) The obligations of the sellers of each CSA Aircraft to effect the sale thereof is subject to the prior fulfillment of conditions including the receipt of a sale acceptance certificate duly executed by the relevant buyer on or prior to the relevant CSA Sale Completion Date, the novation in favour of the relevant buyer of the related lease and receipt of the final instalment of the purchase price in respect of the same.

Buyers Conditions

- (1) The obligations of the buyers of each CSA Aircraft to effect the conditional sale thereof and to pay the GECAS CSA Initial Instalment thereof was subject to the prior fulfillment of conditions including the receipt of an acceptance certificate duly executed by the relevant seller or GECAS on its behalf relating to such aircraft and the absence of any international interests which would take priority over the relevant seller's rights as owner of such aircraft. As at the date of this announcement, such conditions have been fulfilled, and the CSA Commencement Date has occurred in respect of each of the CSA Aircraft.
- (2) The obligations of the buyer of each CSA Aircraft to accept title to such CSA Aircraft and to pay the related final instalment of the purchase price is subject to the prior fulfillment of conditions including the receipt of the bill of sale relating to such aircraft duly executed by the relevant seller and the novation in favour of the relevant buyer of the related lease.

(b) Beneficial Interest Sale Agreement

Date: 25 August 2014

Parties:

- (i) NAS Holdings LLC (an affiliate of GECAS);
- (ii) AFS Investments I, Inc. (an affiliate of GECAS), as seller;
- (iii) Accipiter; and
- (iv) the three buyers listed in the Beneficial Interest Sale Agreement (which are all wholly-owned subsidiaries of Accipiter).

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, NAS Holdings LLC, AFS Investments I, Inc. and their respective ultimate beneficial owners are third parties independent of the Company and its connected persons.

Assets acquired:

The assets acquired under the Beneficial Interest Sale Agreement comprise the Trust Property in relation to the BISA Aircraft as more particularly described in the Beneficial Interest Sale Agreement.

Each BISA Aircraft is owned by a trust company under and subject to the related trust, and leased by the trust company to a commercial airline which lease also forms part of the related Trust Property with an average remaining lease term of 8.9 years. The average age of the BISA Aircraft is 4.4 years.

Pursuant to the Beneficial Interest Sale Agreement, AFS Investments I, Inc. as seller agreed to : (1) sell the Trust Property, in relation to each of the BISA Aircraft, to the buyers on the relevant BISA Sale Completion Date in an “as is, where is” condition; (2) convey to the relevant buyer on the relevant BISA Sale Completion Date the Trust Property in relation to each of the BISA Aircraft with full title guarantee, subject to the rights of the lessee under the relevant lease and permitted liens but free and clear of all other security interests by execution and delivering of the relevant beneficial interest assignment and assumption agreement to the relevant buyer.

The risk of loss, destruction of, or any damage to an aircraft and all other risks associated with the Trust Property in relation to such aircraft passed to the relevant buyer upon the BISA Sale Completion Date in respect of the Trust Property in relation to the relevant aircraft.

Consideration:

The total consideration for the beneficial interest in the BISA Aircraft is approximately USD101,200,000, subject to such adjustments as are customary in the aircraft leasing business, as are set out in the Beneficial Interest Sale Agreement, with the Company achieving an overall downward adjustment in the total consideration.

The total consideration was negotiated and determined by the parties on an arm's length basis after taking into consideration, among others:

- the age, aircraft type, technical specification, and the prevailing market value of the aircraft;
- the market segment and operator base of the aircraft;
- the terms of the lease, the credit quality of the lessee, and the projected lease end aircraft value, and
- the global economic environment and the performance of the aviation industry.

Historical profit and book value information in relation to the BISA Aircraft have not been made available to the Company.

The consideration is funded by the Company's internal resources.

Payment Terms and Price Adjustment:

On the BISA Sale Completion Date in respect of the Trust Property in relation to a BISA Aircraft, the relevant buyer is required to pay to the relevant seller an amount equal to the GECAS BISA Purchase Price in respect of the Trust Property in relation to such aircraft less (if such netting off was elected by the relevant buyer in accordance with the provisions under the Beneficial Interest Sale Agreement), the amount of rent which had been prepaid by the relevant lessee to the relevant seller pursuant to the relevant lease in accordance with the provisions of the Beneficial Interest Sale Agreement which the seller would otherwise be required to pay to such buyer on such BISA Sale Completion Date.

Conditions Precedent and Completion:

The completion of the sale of the Trust Property aforesaid in relation to the BISA Aircraft was conditional upon, fulfillment or waiver by the relevant parties of certain conditions on or prior to the relevant BISA Sale Completion Date, including but not limited to, the provision of relevant documentation in form and substance satisfactory to the parties, the due execution and provision of the Beneficial Interest Sale Agreement, each assignment and assumption agreement referred to above and ancillary agreements by the parties, the obtaining of relevant governmental and regulatory approvals, and NAS Holdings LLC's confirmation on the receipt of the GECAS BISA Purchase Price. As at the date of this announcement, all such conditions have been satisfied and the BISA Sale Completion Date in respect of each BISA Aircraft has occurred.

In connection with the Transaction (1) Aircraft, GECAS, Accipiter and the owners and lessors of the Transaction (1) Aircraft have entered into a customary aircraft servicing agreement dated 28 August 2014, whereby Accipiter and the owners/lessors of the Transaction (1) Aircraft have appointed GECAS to provide services in relation to the Transaction (1) Aircraft including leasing, lease marketing and sales, which agreement is effective in respect of a Transaction (1) Aircraft from the related CSA Sale Completion Date or BISA Completion Date (as the case may be).

(2) ACQUISITION OF TEN AIRCRAFT FROM BOC AVIATION, BOC AVIATION IRELAND AND OTHER RELEVANT AIRCRAFT SELLERS

BOCA AIRCRAFT SALE AGREEMENTS

Date: 4 November 2014

Parties to BOCA Aircraft Sale Agreement (1):

- (i) BOC Aviation (as seller);
- (ii) BOC Aviation Ireland (as one of the aircraft sellers and lessors); and
- (iii) Accipiter No. 2 (as purchaser, with right to nominate purchasers and new lessors)

Parties to BOCA Aircraft Sale Agreement (2):

- (i) BOC Aviation (as seller); and
- (ii) Accipiter Cayman No.2 (as purchaser, with right to nominate purchasers and new lessors)

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, BOC Aviation, BOC Aviation Ireland, the other relevant aircraft sellers and lessors which are listed in the BOCA Aircraft Sale Agreements (all of whom are affiliates or subsidiaries of BOC Aviation) and their respective ultimate beneficial owners are third parties independent of the Company and its connected persons.

Assets to be acquired:

Pursuant to BOCA Aircraft Sale Agreement (1), each of BOC Aviation and BOC Aviation Ireland agrees to sell, and procure other sellers to sell, title to such BOCAASA (1) Aircraft to which such seller has title, to Accipiter No.2 (or, as the case may be, an entity nominated by it), and Accipiter No.2 agrees to purchase (or, as the case may be, to procure the entity nominated by it to purchase), the BOCAASA (1) Aircraft, while pursuant to BOCA Aircraft Sale Agreement (2), BOC Aviation agrees to sell, and procure other sellers to sell title to such BOCAASA (2) Aircraft to which such seller has title, to Accipiter Cayman No.2 (or, as the case may be, an entity nominated by it), and Accipiter Cayman No.2 agrees to purchase (or, as the case may be, to procure the entity nominated by it to purchase), the BOCAASA (2) Aircraft, in each case with full title guarantee save for the rights of lessees under the relevant leases and certain permitted security interests, and subject to and with the benefit of the relevant lease, in an "as is, where is" condition. The BOCAASA (1) Aircraft comprise two Airbus A320-200 aircraft, three Boeing 737-800 aircraft and one Boeing 737-900ER aircraft, and the BOCAASA (2) Aircraft comprise one Boeing 777-300ER aircraft, one Airbus A330-300 aircraft, one Airbus A320-200 aircraft and one Boeing 737-700 aircraft.

The BOCAASA Aircraft are currently leased to a total of eight different commercial airlines with an average remaining lease term of 6.3 years. The average age of the BOCAASA Aircraft is 4.1 years.

Title to the BOCAASA Aircraft and the risk of loss or destruction of, or damage to the BOCAASA Aircraft shall pass from BOC Aviation (or, as the case may be, the relevant aircraft sellers) to (in the case of the BOCAASA (1) Aircraft) Accipiter No. 2 or to (in the case of the BOCAASA (2) Aircraft) Accipiter Cayman No.2 (or, as the case may be in either case, its relevant nominated entities) on the scheduled delivery date or as soon as possible thereafter (in each case, as mutually agreed by the seller and the purchaser).

Consideration:

The total BOCAASA Base Purchase Price is USD213,300,000 in respect of the BOCAASA (1) Aircraft and USD278,700,000 in respect of the BOCAASA (2) Aircraft, in each case subject to downward adjustments as are customary in the aircraft leasing business as set out in the BOCA Aircraft Sale Agreement (1) or BOCA Aircraft Sale Agreement (2) (as relevant), with the Company achieving an overall downward adjustment in the consideration.

The total BOCAASA Base Purchase Price in respect of the BOCAASA Aircraft was negotiated and determined by the parties on an arm's length basis after taking into consideration, among others:

- the age, aircraft type, technical specification, and the prevailing market value of the aircraft;
- the market segment and operator base of the aircraft;
- the terms of the lease, the credit quality of the lessee, and the projected lease end aircraft value, and
- the global economic environment and the performance of the aviation industry.

Historical profit and book value information in relation to the BOCAASA Aircraft has not been made available to the Company.

The consideration will be funded by the Company's internal resources.

Payment terms:

Pursuant to each of the BOCA Aircraft Sale Agreements, BOC Aviation has acknowledged the receipt of the BOCAASA Deposit which would be applied to the base purchase price payable under the related BOCA Aircraft Sale Agreement. The BOCAASA Deposit in respect of a particular BOCAASA Aircraft shall be refundable to Accipiter No.2 (or Accipiter Cayman No.2, as the case may be) if (i) such BOCAASA Aircraft is not delivered on or before the agreed delivery date for reasons other than a breach by Accipiter No.2 (or Accipiter Cayman No.2, as the case may be) or any its nominated entities or new lessors of any of its express obligations under the BOCA Aircraft Sale Agreements or the BOCAASA Sale Documents; or (ii) the BOCA Aircraft Sale Agreement is terminated in respect of such BOCAASA Aircraft in accordance with the relevant provisions thereof.

On the delivery date of each relevant BOCAASA Aircraft, Accipiter No.2 (or Accipiter Cayman No.2, as the case may be) shall pay in readily available funds (or procure that there is paid) to BOC Aviation the Net BOCAASA Purchase Amount for such BOCAASA Aircraft.

Conditions Precedent and Completion:

The delivery of the BOCAASA Aircraft is conditional upon, fulfillment or waiver by the relevant parties certain conditions on or prior to the delivery date, including the due execution of the BOCA Aircraft Sale Agreements and the other BOCAASA Sale Documents by the relevant parties and the receipt of the Net BOCAASA Purchase Amount in full.

In connection with the BOCA Aircraft Sale Agreements, BOC Aviation, Accipiter No.2 (or Accipiter Cayman No.2, as the case may be) and certain other relevant parties has on 4 November 2014 entered into customary aircraft servicing agreements, whereby Accipiter No.2 (or Accipiter Cayman No.2, as the case may be) and each relevant party have appointed BOC Aviation as their service provider to provide in relation to the relevant BOCAASA Aircraft services including lease servicing, technical aircraft maintenance, and such other supplemental services as Accipiter No.2 (or Accipiter Cayman No.2, as the case may be) and BOC Aviation may agree from time to time.

Termination

If completion of the sale and purchase of the BOCAASA Aircraft shall not have taken place on the agreed delivery date then, unless BOC Aviation and Accipiter No. 2 (or Accipiter Cayman No.2, as relevant) agree to an extension, BOC Aviation's obligation to sell (or procure the sale of) and Accipiter No. 2's (or Accipiter Cayman No.2's, as relevant) obligation to purchase (or procure the purchase of) the BOCAASA Aircraft shall automatically terminate on the such date, whereupon neither BOC Aviation nor Accipiter No. 2 (or Accipiter Cayman No.2, as relevant) shall have any further rights, obligations or liabilities with respect to the BOCAASA Aircraft (other than accrued rights, obligations and liabilities) under the relevant BOCA Aircraft Sale Agreement except that the seller shall return to the purchaser any amounts already paid by the purchaser to the seller pursuant to the relevant BOCA Aircraft Sale Agreement on account of the net purchase amount for each relevant BOCAASA Aircraft, including the relevant BOCAASA Deposit (save as otherwise provided in the relevant BOCA Aircraft Sale Agreement).

If a BOCAASA Aircraft suffers a total loss before the agreed delivery date, BOC Aviation's obligation to sell and Accipiter No.2's (or Accipiter Cayman No.2's, as relevant) obligation to purchase such aircraft shall be automatically terminated with respect to the relevant BOCAASA Aircraft.

If a material damage or potential total loss occurs with respect to a BOCAASA Aircraft before the agreed delivery date, either BOC Aviation or Accipiter No.2 (or Accipiter Cayman No.2, as relevant) shall be entitled to elect by written notice to terminate further obligations to sell or purchase with respect to the relevant BOCAASA Aircraft.

(3) ACQUISITION OF FOURTEEN AIRCRAFT FROM JSA AND OTHER SELLERS

JSA AIRCRAFT SALE AGREEMENT

Date: 4 November 2014

Parties:

- (i) the JSA Seller Parties; and
- (ii) Accipiter No. 3 (as purchaser, with right to designate any transferees and new lessors) and the relevant buyer entities listed in the JSA Aircraft Sale Agreement (together with any designated transferees and new lessors, "**Buyer Parties**" or each "**Buyer Party**").

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, JSA, the other fourteen JSA Seller Parties (all of whom are affiliates or subsidiaries of JSA) and their respective ultimate beneficial owners are third parties independent of the Company and its connected persons.

Assets to be acquired:

The assets to be acquired comprise the JSA Title Aircraft and the JSA Beneficial Interest. The JSA Title Aircraft comprise four Airbus A320-200, two Boeing 737-800 and two Boeing 737-900ER, while JSA BI Aircraft (which are the subject matter of the JSA Beneficial Interest) comprise three Airbus A320-200, one Airbus A319-100, one Airbus A321-200, and one Boeing 737-800, as specified in the JSA Aircraft Sale Agreement . Such aircraft are currently leased to a total of 10 different commercial airlines with an average remaining lease term of 8.1 years. The average age of the JSA Title Aircraft and the JSA BI Aircraft is 2.6 years.

All right, title and interest in and to each relevant aircraft and risk of loss or destruction of, or damage to, such aircraft shall pass from the relevant JSA Seller Party to the relevant buyer parties at the related sale effective time as specified in the JSA Aircraft Sale Agreement.

Consideration:

The total consideration for the JSA Title Aircraft and the JSA Beneficial Interest is USD584,200,000, with such downward adjustments as are customary in the aircraft leasing business as set out in the JSA Aircraft Sale Agreement.

The total consideration was negotiated and determined by the parties on an arm's length basis after taking into consideration, among others:

- the age, aircraft type, technical specification, and the prevailing market value of the aircraft;
- the market segment and operator base of the aircraft;
- the terms of the lease, the credit quality of the lessee, and the projected lease end aircraft value, and
- the global economic environment and the performance of the aviation industry.

Historical profit and book value information in relation to the JSA Assets has not been made available to the Company.

The consideration will be funded by the Company's internal resources.

Payment Terms and Price Adjustment:

Pursuant to the JSA Aircraft Sale Agreement, JSA has received the Allocated JSA Deposit and agrees to apply the same as a reduction to the payment of the JSA Sale Price for each JSA Asset. The Allocated JSA Deposit in respect of a JSA Asset shall be repaid to Accipiter No.3 if the sale of such JSA Asset has not occurred prior to the termination of the JSA Aircraft Sale Agreement, unless it is terminated in respect of such JSA Asset by JSA due to Accipiter No.3's breach of its relevant obligations under the JSA Aircraft Sale Agreement.

On the date on which the sale of a JSA Asset takes place, provided that all of the conditions precedent of the JSA Seller Parties and Accipiter No.3 have been satisfied or waived, the relevant buyer party shall pay the balance of the JSA Sale Price to the relevant JSA Seller Party.

Conditions Precedent and Completion:

The completion of sale and purchase of a JSA Asset is conditional upon fulfillment or waiver by the relevant parties on or before the date on which the sale of such JSA Asset takes place, amongst others, the following conditions precedent:

- (a) receipt of the duly executed JSA Aircraft Sale Agreement and other operative agreements required thereunder (including, without limitation, the related servicing agreement, guarantee from JSA, acceptance certificates, warranty assignments, lease novations, beneficial interest assignments, bills of sale and lessee acknowledgements) by the relevant parties and no default under the lease agreement has occurred; and
- (b) the receipt of the JSA Sale Price in respect of such JSA Asset in full by the related JSA Seller Parties in accordance with the JSA Aircraft Sale Agreement.

In connection with the JSA Aircraft Sale Agreement, JSA, Accipiter No. 3 and the owners and lessors (as applicable) relating to the JSA BI Aircraft and the JSA Title Aircraft have on 4 November 2014 entered into a customary aircraft servicing agreement, whereby Accipiter No.3 and the owners and lessors (as applicable) relating to the JSA BI Aircraft and the JSA Title Aircraft will appoint JSA as their service provider to provide certain services in relation to the relevant aircraft including lease servicing and technical aircraft maintenance.

Termination:

If in the absence of any breach of the JSA Aircraft Sale Agreement, delivery of any JSA Asset is delayed beyond the agreed final delivery date, JSA or Accipiter No.3 may terminate the JSA Aircraft Sale Agreement with respect to any Undelivered Asset by giving the related buyer or JSA (as the case may be) written notice, and the relevant JSA Seller Party shall return the related Allocated JSA Deposit to such buyer in accordance with the JSA Aircraft Sale Agreement.

If any JSA Seller Party breaches the JSA Aircraft Sale Agreement or any related operative document to which it is a party and such breach continues for ten Business Days after such JSA Seller Party's receipt of written notice from the related buyer, such buyer may terminate the JSA Aircraft Sale Agreement either in part (with respect to the JSA Asset which has not been transferred and is related to such breach) or in whole in respect of all JSA Assets which have not been transferred prior to the date of such buyer's written termination notice, whereupon the JSA Aircraft Sale Agreement (in part or in whole, as applicable) shall terminate and the parties thereto shall have no further obligations to any other party thereto with respect to such JSA Asset or all such JSA Assets except that JSA will return the related Allocated JSA Deposit(s) to each such buyer in accordance with the JSA Aircraft Sale Agreement.

If any Buyer Party breaches the JSA Aircraft Sale Agreement or any related operative document to which it is a party and such breach continues for ten Business Days after such Buyer Party's receipt of written notice from JSA, JSA may terminate the JSA Aircraft Sale Agreement either in part (with respect to the JSA Asset which has not been transferred and is related to such breach) or in whole in respect of all JSA Assets which have not been transferred prior to the date of JSA's written termination notice, whereupon the JSA Aircraft Sale Agreement (in part or in whole, as applicable) shall terminate and the parties thereto shall have no further obligations to any other party thereto with respect to such JSA Asset or all such JSA Assets and the relevant JSA Seller Parties shall have no obligation to return the related Allocated JSA Deposit(s) relating to all JSA Assets that have not been sold or transferred to the relevant Buyer Party.

If a total loss or material damage occurs to the aircraft in respect of a JSA Asset, the JSA Aircraft Sale Agreement may also be terminated in accordance with its terms.

(4) SUBSCRIPTION FOR SHARES IN COMPANY HOLDING PORTFOLIO OF UP TO FIFTEEN AIRCRAFT TO BE ACQUIRED FROM MCAP

The Subscription Agreement:

Date: 4 November 2014

- Parties:**
- (a) the Company
 - (b) Harrier Global (a wholly-owned subsidiary of the Company)
 - (c) MCAP
 - (d) JVA

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, MCAP and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

Subject to the terms and fulfillment of the conditions precedent set out in the Subscription Agreement:

- (1) Harrier Global agreed to the Subscription; and
- (2) MCAP agreed to subscribe for, and JVA agreed to allot and issue to MCAP, shares of JVA which shall represent 40% of the equity interest of JVA, for an aggregate maximum consideration of USD88 million.

It is contemplated that, immediately after the MCAP Completion, Portfolio Holding Company will enter into an agreement to purchase the entire issued share capital of the Initial Portfolio Company, which prior to the MCAP Completion, is a wholly-owned subsidiary of MCAP and/or its affiliate. The Initial Portfolio Company will acquire from MCAP and/or its affiliates the legal and/or beneficial title and/or the interest under any trust agreement in respect of up to fifteen MCAP Aircraft, together with novation or assignment of the current leases and assumption in respect of each of the MCAP Aircraft pursuant to the MCAP Aircraft Sale Agreements, namely the MCAP ASA and the MCAP BISA.

The MCAP Aircraft comprise eight Airbus A320-200 aircraft, five Boeing 737-800 aircraft, one Boeing 787-8 aircraft and one Boeing 777-300ER aircraft. The average remaining lease term of the MCAP Aircraft is 9 years. The average age of the MCAP Aircraft is 1.8 years.

Consideration Payable by Harrier Global for the Subscription and Payment Terms:

The consideration payable by Harrier Global under the Subscription for the purpose of funding the payments under the MCAP Aircraft Sale Agreements, being a maximum of USD132 million, was determined after arm's length negotiations between the parties taking into consideration, amongst others:

- the age, aircraft type, technical specification, and the prevailing market value of the MCAP Aircraft;
- the market segment and operator base of the MCAP Aircraft;
- the terms of the lease, the credit quality of the lessee, and the projected lease end aircraft value of the MCAP Aircraft, and
- the global economic environment and the performance of the aviation industry.

Upon MCAP Completion, Harrier Global shall pay a portion of the total consideration payable by Harrier Global under the Subscription to JVA, taking into account the aggregate value of the MCAP Aircraft already acquired by the Initial Portfolio Company, and the aggregate amount to be drawn down under the Facility Agreement in respect of such acquired MCAP Aircraft at the time of MCAP Completion. The balance of the consideration payable under the Subscription by Harrier Global shall be payable, by Harrier Global to the JVA from time to time to fund Harrier Global's portion of the funds required by the Initial Portfolio Company to purchase MCAP Aircraft after MCAP Completion under the relevant MCAP Aircraft Sale Agreements. At MCAP Completion and for each subsequent payment of consideration to JVA in accordance with the Subscription Agreement, Harrier Global and MCAP shall advance 60% and 40%, respectively, of the amount to be paid.

The consideration payable by Harrier Global to JVA will be funded by internal resources within the Group.

Historical profit and book value information in relation to the MCAP Aircraft has not been made available to the Company.

Consideration and Price Adjustment for the MCAP Aircraft:

The aggregate base purchase price under the MCAP Aircraft Sale Agreements is expected to be approximately USD733,500,000. On the relevant MCAP Sale Completion Date, the Initial Portfolio Company shall pay to the relevant seller the purchase price of the MCAP Aircraft which is subject to adjustments as are customary in the aircraft leasing business as are set out in the related MCAP Aircraft Sale Agreements.

The acquisition of the MCAP Aircraft by the Initial Portfolio Company will be funded by (i) funds of up to a maximum of USD220 million received from Harrier Global and MCAP pursuant to the Subscription Agreement, and (ii) the Facility extended by a consortium of international financial institutions to the Initial Portfolio Company pursuant to the terms of the Facility Agreement.

Conditions Precedent and Completion:

The MCAP Completion is conditional upon the following conditions, among others, being satisfied or waived in accordance with the Subscription Agreement:

- (1) MCAP and/or its affiliates having transferred to the Initial Portfolio Company MCAP Aircraft with an aggregate base purchase price of at least USD500 million;
- (2) the Facility Agreement having been entered into by all of the parties thereto and all conditions precedent under the Facility Agreement to the utilisation of the first loan under the Facility having been satisfied or (where capable of waiver) waived in accordance with the Facility Agreement and the Facility being available for drawing on MCAP Completion; and
- (3) the issuance of decisions by or approvals from the relevant regulatory authorities (including the European Commission and the Chinese Ministry of Commerce) relating to the Subscription Agreement and the documents ancillary to and contemplated by the Subscription Agreement having been obtained by the parties.

The Subscription Agreement will be automatically terminated if any conditions precedent is not satisfied or waived by 31 March 2015 (or such other date as Harrier Global and MCAP may agree).

Guarantee by the Company:

Under the Subscription Agreement, the Company guarantees to MCAP the due and punctual performance of each obligation of Harrier Global contained in the Subscription Agreement and the related documents contemplated thereunder.

In connection with the Subscription Agreement, the Initial Portfolio Company, Portfolio Holding Company and MCAP Europe are expected to enter into a customary aircraft servicing agreement, whereby the Initial Portfolio Company and Portfolio Holding Company are expected to engage MCAP Europe as its service provider to provide services in relation to the relevant aircraft such as lease servicing and technical aircraft maintenance.

Harrier Global, MCAP and JVA are expected to enter into a shareholders agreement at the MCAP Completion to regulate, amongst others, the conduct of the business of the JVA and its subsidiaries and the customary transfer restrictions on its shareholders.

The details of the MCAP ASA and MCAP BISA are further particularised as follows:

(a) MCAP ASA

The parties of the MCAP ASA are set out below:

- (i) MCAP;
- (ii) the sellers listed in the MCAP ASA (which are all subsidiaries/affiliates of MCAP); and
- (iii) Initial Portfolio Company.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiry, MCAP, the sellers in the MCAP ASA, and their respective ultimate beneficial owners are third parties independent of the Company and its connected persons.

Pursuant to the MCAP ASA, each seller is expected to sell each MCAP ASA Aircraft owned by it to Initial Portfolio Company in an "as is, where is" condition.

The completion in respect of the sale of a MCAP ASA Aircraft is expected to be conditional upon the fulfillment or waiver by the relevant parties of certain customary conditions, including but not limited to the following: (i) the receipt by the relevant sellers of an acceptance certificate duly executed by the Initial Portfolio Company and relevant purchase price in respect of such aircraft; (ii) the receipt by Initial Portfolio Company of the bill of sale relating to such aircraft duly executed by the relevant seller; (iii) the novation in favour of the relevant buyer of the related lease; and (iv) the absence of any international interests which would take priority over the relevant seller's rights as owner of such aircraft.

(b) MCAP BISA

The parties of the MCAP BISA are set out below:

- (i) MCAP;
- (ii) MCAP Europe, as seller; and
- (iii) Initial Portfolio Company.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, MCAP, MCAP Europe and their respective ultimate beneficial owners are third parties independent of the Company and its connected persons.

The assets to be acquired under the MCAP BISA comprise the MCAP Beneficial Interest in relation to the MCAP BISA Aircraft as more particularly described in the MCAP BISA.

Each MCAP BISA Aircraft is owned by a trust company under and subject to the related trust, and leased by the trust company to a commercial airline which lease is also expected to form part of the related MCAP Beneficial Interest.

Pursuant to the MCAP BISA, MCAP Europe (as seller) is expected to: (1) sell the MCAP Beneficial Interest, in relation to each of the MCAP BISA Aircraft, to the Initial Portfolio Company in an "as is, where is" condition; (2) convey to the Initial Portfolio Company the MCAP Beneficial Interest in relation to each of the BISA Aircraft, subject to the rights of the lessee under the relevant lease and permitted liens but free and clear of all other security interests by executing and delivering of the relevant beneficial interest assignment and assumption agreement to the Initial Portfolio Company.

The completion of the sale of the MCAP Beneficial Interest in relation to the BISA Aircraft is expected to be conditional upon, fulfillment or waiver by the relevant parties of certain customary conditions, including but not limited to: (i) the provision of relevant documentation in form and substance satisfactory to the parties; (ii) the due execution and delivery of the MCAP BISA and each assignment, assumption and other ancillary agreements referred to therein; (iii) the obtaining of relevant governmental and regulatory approvals; and (iv) MCAP's confirmation on the receipt of the relevant purchase price for such MCAP BISA Aircraft.

INFORMATION ON THE PARTIES INVOLVED IN TRANSACTIONS (1) TO (4)

The principal activities of the Group are investment holding, property development and investment, hotel and serviced suite operation, property and project management, and investment in infrastructure business and securities.

To the knowledge of the Directors:

- (a) GECAS and the other sellers listed in the Conditional Sale Agreement are principally engaged in the business of purchasing, leasing, marketing and servicing of primarily commercial aircraft;
- (b) NAS Holdings LLC is a United States domiciled aviation leasing entity and the other sellers listed in the Beneficial Interest Sale Agreement are United States domiciled entities involved in aviation investments;
- (c) BOC Aviation and BOC Aviation Ireland are principally engaged in the business of owning and leasing commercial aircraft;
- (d) JSA and the other JSA Seller Parties are principally engaged in the business of owning and leasing commercial aircraft;
- (e) MCAP is principally engaged in the business of purchasing, leasing, marketing and servicing of primarily commercial aircraft; and
- (f) Upon MCAP Completion, the JVA will be principally engaged in purchasing, leasing, marketing and servicing of primarily commercial aircraft, and will be a subsidiary of the Group.

REASONS FOR AND BENEFITS OF ENTERING INTO TRANSACTIONS (1) TO (4)

The Directors consider that the entering into of Transactions (1) to (4) aligns with the Group's core strategic objective to maximize shareholder value by driving long-term sustainable growth of its business and represents the Group's commitment to nurture new growth through diversification and globalisation. The aircraft leasing business will generate long-term steady income for the Group.

The Board (including the independent non-executive Directors) is of the view of that the terms of the agreements for Transactions (1) to (4), and the transactions contemplated thereunder were negotiated on an arm's length basis between the parties and are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole. No Director has a material interest in Transactions (1) to (4) and is required to abstain from voting to approve Transactions (1) to (4).

It is expected that the completion of Transactions (1) to (4) will constitute a meaningful platform to further develop the aircraft ownership and leasing business for the Group.

IMPLICATION UNDER THE LISTING RULES

Given that one or more of the applicable percentage ratios in respect of Transactions (1) to (4), when aggregated pursuant to Rules 14.22 and 14.23(4) of the Listing Rules, exceeds 5% but less than 25%, they constitute discloseable transactions of the Company and are therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules. For the avoidance of doubt, each of the applicable percentage ratios in respect of Transaction (1) was less than 5% at the time of the entering into of the Conditional Sale Agreement and the Beneficial Interest Sale Agreement.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, GECAS, BOC Aviation, JSA, MCAP and each of the parties named in any of the Transactions (1) to (4) documents as sellers of aircraft or of any beneficial interest in trust property related to any aircraft, and whether selling directly to the Group or (in the case of Transaction (4) selling into the Initial Portfolio Company and each of their respective ultimate beneficial owners are independent of each other and are independent of the Company and its connected persons.

DEFINITIONS

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

“Accipiter”	Accipiter Holdings Limited, a company incorporated under the laws of Ireland and an indirect wholly-owned subsidiary of the Company
“Accipiter No. 2”	Accipiter Holdings No. 2 Limited, a company incorporated under the laws of Ireland and an indirect wholly-owned subsidiary of the Company
“Accipiter No. 3”	Accipiter Holdings No. 3 Limited, a company incorporated under the laws of Ireland and an indirect wholly-owned subsidiary of the Company
“Accipiter Cayman No. 2”	Accipiter Holdings (Cayman) No. 2 Limited, a company incorporated under the laws of the Cayman Islands and an indirect wholly-owned subsidiary of the Company
“AFS Investments I, Inc.”	a company incorporated under the laws of Delaware, USA and is an affiliate of GECAS
“Allocated JSA Deposit”	USD200,000 for each relevant aircraft under the JSA Aircraft Sale Agreement
“Beneficial Interest Sale Agreement”	the aircraft sale agreement dated 25 August 2014 and entered into among NAS Holdings LLC, AFS Investments I, Inc., Accipiter and three other buyers listed therein in respect of the sale and purchase of BISA Aircraft
“BISA Aircraft”	each of the three Boeing 737-800 commercial passenger aircraft owned by AFS Investments I, Inc. along with the leases attached thereto as set out in the Beneficial Interest Sale Agreement
“BISA Sale Completion Date”	a date mutually agreed by the seller and the relevant buyer under the Beneficial Interest Sale Agreement or any other date which the seller and the relevant buyer may agree

“Board”	the board of Directors
“BOC Aviation”	BOC Aviation Pte. Ltd., a private limited company incorporated under the laws of Singapore, an independent third party to the Company
“BOC Aviation Ireland”	BOC Aviation (Ireland) Limited, formerly known as S.A.L.E. Ireland Limited, a company incorporated under the laws of Ireland, an independent third party to the Company
“BOCA Aircraft Sale Agreements”	BOCA Aircraft Sale Agreement (1) and BOCA Aircraft Sale Agreement (2)
“BOCA Aircraft Sale Agreement (1)”	the aircraft sale agreement dated 4 November 2014 and entered into among BOC Aviation, BOC Aviation Ireland and Accipiter No. 2 in respect of the sale and purchase of the BOCAASA (1) Aircraft
“BOCA Aircraft Sale Agreement (2)”	the aircraft sale agreement dated 4 November 2014 and entered into among BOC Aviation, BOC Aviation Ireland and Accipiter Cayman No.2 in respect of the sale and purchase of the BOCAASA (2) Aircraft
“BOCAASA Aircraft”	together, the BOCAASA (1) Aircraft and the BOCAASA (2) Aircraft
“BOCAASA (1) Aircraft”	a total of six commercial passenger aircraft along with the leases and sub-leases attached to such aircraft as set out under BOCA Aircraft Sale Agreement (1)
“BOCAASA (2) Aircraft”	a total of four commercial passenger aircraft along with the leases and sub-leases attached to such aircraft as set out under BOCA Aircraft Sale Agreement (2)
“BOCAASA Base Purchase Price”	the amount payable for each of the BOCAASA Aircraft as set out in the BOCA Aircraft Sale Agreements, subject to the adjustments as set out therein
“BOCAASA Deposit”	the deposit for each of the BOCAASA Aircraft as set out in the related BOCA Aircraft Sale Agreement
“BOCAASA Sale Documents”	documents related to the sale and purchase of the BOCAASA Aircraft including, without limitation, the related servicing agreement, bill of sale, delivery notice, acceptance certificate, effective time notice, warranty agreements, disclosure letter (if applicable), lease novation and amendment agreements other than the relevant BOCA Aircraft Sale Agreement
“Business Days”	a day other than a Saturday or Sunday on which banks in New York, Dublin Ireland and Hong Kong are open for the transaction of business
“CK Capital”	CK Capital Limited, a company incorporated under the laws of the Cayman Islands and an indirect wholly-owned subsidiary of the Company

“Company”	Cheung Kong (Holdings) Limited (長江實業 (集團) 有限公司), a limited liability company incorporated in the Hong Kong Special Administrative Region, whose shares are listed on the Main Board of the Stock Exchange (Stock Code: 0001)
“Conditional Sale Agreement”	the conditional sale agreement dated 25 August 2014 and entered into among GECAS, the sellers listed therein, Accipiter and the buyers listed therein in respect of the sale and purchase of 18 aircraft
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“CSA Aircraft”	a total of eighteen commercial passenger aircraft along with the leases and sub-leases attached to such aircraft as set out under the Conditional Sale Agreement
“CSA Commencement Date”	in respect of any CSA Aircraft, the commencement date relating to the relevant CSA Aircraft as determined in the Conditional Sale Agreement, which is the date on which the relevant buyer and the relevant seller of such CSA Aircraft confirm that the applicable conditions precedent set out in the Conditional Sale Agreement have been satisfied or waived
“CSA Sale Completion Date”	a date mutually agreed by the seller of the relevant aircraft and the relevant buyer under the Conditional Sale Agreement but such date to be no later than 31 December 2014 or any other date which GECAS and Accipiter may agree
“Directors”	the directors of the Company
“Facility”	a financing facility to be extended by a consortium of international financial institutions to the Initial Portfolio Company for the purpose of acquiring the MCAP Aircraft by the Initial Portfolio Company pursuant to the terms of the Facility Agreement
“Facility Agreement”	the facility agreement to be entered into prior to MCAP Completion in relation to the Facility
“GECAS”	GE Capital Aviation Services Limited, a company incorporated under the laws of Ireland, an independent third party to the Company
“GECAS BISA Purchase Price”	the base purchase price in respect of the relevant BISA Aircraft as specified under the Beneficial Interest Sale Agreement which may be adjusted by the adjustment mechanism set out thereunder
“GECAS CSA Initial Instalment”	an amount equal to the initial instalment of purchase price in respect of the relevant CSA Aircraft as specified under the Conditional Sale Agreement which may be adjusted by the adjustment mechanism under the Conditional Sale Agreement
“Group”	the Company and its subsidiaries
“Harrier Global”	Harrier Global Limited, an indirectly wholly-owned subsidiary of the Company and is incorporated in the British Virgin Islands

“Initial Portfolio Company”	a company to be incorporated under the laws of Ireland as a wholly-owned subsidiary of MCAP
“JSA”	Jackson Square Aviation, LLC, a Delaware limited liability company, an independent third party to the Company
“JSA Aircraft Sale Agreement”	the aircraft sale agreement dated 4 November 2014 and entered into among Accipiter No. 3, JSA and fourteen other JSA Seller Parties in respect of the sale and purchase of fourteen aircraft
“JSA Assets”	the JSA Beneficial Interest or the JSA Title Aircraft (as the case may be)
“JSA Beneficial Interest”	in respect of each JSA BI Aircraft, all of the relevant JSA Seller Party's right, title, interest, liabilities and obligations under the trust Agreement (as defined in the JSA Aircraft Sale Agreement), including the trust Estate (as defined in the JSA Aircraft Sale Agreement) in respect of such JSA BI Aircraft
“JSA BI Aircraft”	a total of six commercial passenger aircraft (along with the leases and sub-leases attached to such aircraft) which constitute the subject matter of the transfer of the JSA Beneficial Interest pursuant to the terms of the JSA Aircraft Sale Agreement
“JSA Sale Price”	the base sale price in respect of the JSA Assets adjusted in accordance with the terms set out in the JSA Aircraft Sale Agreement
“JSA Seller Parties”	JSA and the related fourteen seller entities listed in the JSA Aircraft Sale Agreement
“JSA Title Aircraft”	a total of eight commercial passenger aircraft along with the leases and sub-leases attached to such aircraft to be sold by the relevant JSA Seller Parties and purchased by Accipiter No. 3 as set out under the JSA Aircraft Sale Agreement
“JVA”	JV Aviation (HK) Limited, a company incorporated in Hong Kong and will become a non wholly-owned subsidiary of the Company upon the completion of the Subscription Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“MCAP”	MC Aviation Partners Inc., a company organized and existing under the laws of Japan, an independent third party to the Company
“MCAP Aircraft”	the fifteen commercial passenger aircraft along with the leases and sub-leases attached to such aircraft expected to be transferred from MCAP and/or its affiliates to the Initial Portfolio Company pursuant to the MCAP Aircraft Sale Agreements
“MCAP Aircraft Sale Agreements”	the MCAP ASA and MCAP BISA contemplated by the Subscription Agreement, pursuant to which MCAP and/or its affiliates will agree to transfer the MCAP Aircraft and/or MCAP Beneficial Interest to the Initial Portfolio Company

“MCAP ASA”	the aircraft sale agreement to be entered into among MCAP, Initial Portfolio Company and the sellers listed in the MCAP ASA (being subsidiaries/affiliates of MCAP) in respect of the sale and purchase of the MCAP ASA Aircraft
“MCAP ASA Aircraft”	twelve commercial passenger aircraft along with the leases and sub-leases attached to such aircraft expected to be transferred from the relevant sellers described in the MCAP ASA to the Initial Portfolio Company pursuant to the MCAP ASA, forming part of the MCAP Aircraft
“MCAP BISA”	the beneficial interest sale agreement to be entered into among MCAP, MCAP Europe and Initial Portfolio Company in respect of the MCAP BISA Aircraft
“MCAP BISA Aircraft”	the three Boeing 737-800 aircraft along with the leases and sub-leases attached to such aircraft which are expected to constitute the subject matter of the transfer of the MCAP Beneficial Interest pursuant to the terms of the MCAP BISA, forming part of the MCAP Aircraft
“MCAP Beneficial Interest”	in respect of each MCAP BISA Aircraft, all of the relevant sellers parties' right, title, interest, liabilities and obligations under the relevant trust agreements in respect of such MCAP BISA Aircraft
“MCAP Completion”	the completion of the subscription by Harrier Global and MCAP for, and issue of, the shares of the JVA in accordance with the Subscription Agreement
“MCAP Europe”	MCAP Europe Limited, a company incorporated under the laws of Ireland and a subsidiary of MCAP
“MCAP Sale Completion Date”	the date on which the transfer of an MCAP Aircraft and/or MCAP Beneficial Interest occurs
“NAS Holdings LLC”	a company incorporated under the laws of Delaware, USA and an affiliate of GECAS
“Net BOCAASA Purchase Amount”	a monetary amount which is equivalent to (a) the BOCAASA Base Purchase Price for the relevant BOCAASA Aircraft minus (b) the aggregate of (i) the BOCAASA Deposit in respect of such aircraft; (ii) the amount of any cash maintenance reserves and cash security deposit (if any) in respect of such aircraft; and (iii) an amount equal to the rent actually received by the relevant aircraft seller or lessor from the relevant lessee under the relevant lease that relates to the period from the delivery date of such aircraft to the next rent payment date
“Portfolio Holding Company”	a company to be incorporated under the laws of Ireland as a wholly-owned subsidiary of JVA
“Post CSA Commencement Period”	the period commencing on the CSA Commencement Date and ending on the earlier of (i) the date on which the title to the relevant CSA Aircraft is transferred from the relevant seller to the relevant buyer; or (ii) the earlier of 31 December 2014 (or any other date as GECAS and Accipiter may agree) and any other date on which the Conditional Sale Agreement is expected to terminate); or (iii) the date on which the obligations of the parties under the Conditional Sale Agreement are terminated in respect of such CSA Aircraft

“Shareholders”	shareholders of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription”	the subscription for shares of JVA by Harrier Global, which shall represent 60% of the equity interest of JVA, for an aggregate maximum consideration of USD132 million
“Subscription Agreement”	the agreement dated 4 November 2014 entered into between the Company, Harrier Global, MCAP and JVA, pursuant to which Harrier Global and MCAP agreed to subscribe the shares of JVA on a 60:40 basis
“Transaction (1)”	the transaction contemplated under the Conditional Sale Agreement and Beneficial Sale Agreement
“Transaction (1) Aircraft”	a total of twenty one aircraft which are the subject matter of the Conditional Sale Agreement and the Beneficial Interest Sale Agreement
“Transaction (2)”	the transaction contemplated under the BOCA Aircraft Sale Agreements
“Transaction (3)”	the transaction contemplated under the JSA Aircraft Sale Agreement
“Transaction (4)”	the transaction contemplated under the Subscription Agreement and the MCAP Aircraft Sale Agreements
“Trust Property”	all of AFS Investments I, Inc.'s title to and interest as beneficiary under trusts comprising the trust agreement and trust estate in relation to the BISA Aircraft
“Undelivered Asset”	any JSA Asset the delivery of which is delayed beyond the agreed final delivery date and for which a sale has not occurred pursuant to the JSA Aircraft Sale Agreement
“USD”	United States dollars, the lawful currency of the United States of America
“%”	per cent

By Order of the Board
CHEUNG KONG (HOLDINGS) LIMITED
Eirene Yeung
Company Secretary

Hong Kong, 4 November 2014

The Directors (*Note*) of the Company as at the date of this announcement are Mr. LI Ka-shing (*Chairman*), Mr. LI Tzar Kuoi, Victor (*Managing Director and Deputy Chairman*), Mr. KAM Hing Lam (*Deputy Managing Director*), Mr. IP Tak Chuen, Edmond (*Deputy Managing Director*), Mr. CHUNG Sun Keung, Davy, Ms. PAU Yee Wan, Ezra, Ms. WOO Chia Ching, Grace and Mr. CHIU Kwok Hung, Justin as Executive Directors; Mr. LEUNG Siu Hon, Mr. FOK Kin Ning, Canning, Mr. Frank John SIXT, Mr. CHOW Kun Chee, Roland, Mr. George Colin MAGNUS and Mr. LEE Yeh Kwong, Charles as Non-executive Directors; and Mr. KWOK Tun-li, Stanley, Mr. YEH Yuan Chang, Anthony, Mr. Simon MURRAY, Mr. CHOW Nin Mow, Albert, Ms. HUNG Siu-lin, Katherine, Dr. WONG Yick-ming, Rosanna (*also Alternate Director to Mr. Simon MURRAY*) and Mr. CHEONG Ying Chew, Henry as Independent Non-executive Directors.

Note: Other than Chairman, Managing Director and Deputy Managing Directors, order by date of appointment, and in the case of Non-executive Directors ("NED")/Independent Non-executive Directors ("INED"), order by date of appointment as NED/INED.