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Cheung Kong Infrastructure Holdings Limited

(Incorporated in Bermuda with limited liability)

(Stock Code: 1038)

**PROPOSED ISSUE OF NEW SHARES TO THE FIDUCIARY BY
THE COMPANY IN CONNECTION WITH THE PROPOSED
OFFERING BY THE FIDUCIARY OF
U.S. DOLLAR FIXED RATE CALLABLE PERPETUAL SECURITIES**

In connection with the proposed offering of U.S. Dollar Fixed Rate Callable Perpetual Securities (the "Securities") to be issued on a fiduciary basis by The Bank of New York Mellon (Luxembourg) S.A. (the "Fiduciary") as fiduciary issuer appointed by the Company, the Board wishes to announce the following:

(a) Share Subscription Agreement

The Company and the Fiduciary have entered into the Share Subscription Agreement under which the Fiduciary has agreed to subscribe as principal for, and the Company has agreed to issue 56,234,455 new Shares for a consideration of approximately US\$295.4 million (equivalent to approximately HK\$2,291 million) at the subscription price of the U.S. dollar equivalent of approximately HK\$40.7381 per Share based on the Fixed Exchange Rate.

The Subscription Shares represent approximately (i) 2.4% of the existing issued share capital of the Company of 2,338,709,945 Shares as at the date of this announcement; and (ii) approximately 2.3% of the issued share capital of the Company of 2,394,944,400 Shares as at the date of this announcement as enlarged by the Subscription Shares. For so long as such Shares are held by the Fiduciary, they will be disregarded for the purposes of determining the number of Shares held by the public.

Application will be made to the Stock Exchange for listing of the new Shares.

(b) Securities Subscription Agreement

The Company, the Fiduciary and the Joint Lead Managers have entered into the Securities Subscription Agreement under which the Fiduciary agreed to issue the Securities and each Joint Lead Manager has severally, and not jointly, agreed to subscribe and pay for, or to procure subscriptions and payment for, the principal amount of Securities set out against its name in Schedule 2 of the Securities Subscription Agreement. The aggregate principal amount of the Securities to be issued is US\$300 million (equivalent to approximately HK\$2,327 million).

Application has been made to the Luxembourg Stock Exchange for listing of the Securities. The Securities are not available to the public.

The net proceeds from the issue of the Securities, after deduction of commission and expenses are estimated to be approximately US\$295.4 million (equivalent to approximately HK\$2,291 million) and will be used by the Fiduciary to acquire the Subscription Shares under the Share Subscription Agreement and enter into the Swap Agreement.

The proceeds from the Share Subscription will be approximately US\$295.4 million (equivalent to approximately HK\$2,291 million). The net price to the Company for each Subscription Share is approximately US\$5.25 or HK\$40.7381 (at the Fixed Exchange Rate).

Completion of the Share Subscription Agreement and the Securities Subscription Agreement is subject to the satisfaction and/or waiver of certain conditions precedent. In addition, each of the Share Subscription Agreement and the Securities Subscription Agreement may be terminated in certain circumstances.

As each of the Share Subscription Agreement and the Securities Subscription Agreement may or may not complete, the Shares may or may not be issued and/or the Securities may or may not be issued or listed, shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

THE SHARE SUBSCRIPTION AGREEMENT

Date

17th February, 2012

Parties Involved

The Company and the Fiduciary

Share Subscription

The Fiduciary has conditionally agreed to subscribe for 56,234,455 new Shares (the "Subscription Shares").

Subscriber

To the best of the knowledge, information and belief of the Directors, as at the date of the Share Subscription Agreement, the Fiduciary and its ultimate beneficial owners are independent of and not connected with the Company and its associates and connected persons. Immediately after the completion of the Share Subscription, the Fiduciary will not become a substantial shareholder of the Company.

Share Subscription Price

The Share Subscription Price of the U.S. dollar equivalent of approximately HK\$40.7381 per Share, based on the Fixed Exchange Rate, represents:

- (i) a discount of approximately 6.5% to the closing price of HK\$43.55 per Share as quoted on the Stock Exchange on the Last Trading Date;
- (ii) a discount of approximately 6.9% to the average closing price per Share of approximately HK\$43.74 as quoted on the Stock Exchange for the last five consecutive trading days prior to the date of this announcement; and
- (iii) a discount of approximately 6.6% to the average closing price per Share of approximately HK\$43.61 as quoted on the Stock Exchange for the last ten consecutive trading days prior to the date of this announcement.

The Share Subscription Price was determined with reference to the closing price of HK\$43.55 per Share as quoted on the Stock Exchange on the Last Trading Date.

The net price to the Company for each Subscription Share is approximately US\$5.25 or HK\$40.7381 (at the Fixed Exchange Rate).

Subscription Shares

The Subscription Shares represent approximately (i) 2.4% of the existing issued share capital of the Company of 2,338,709,945 Shares as at the date of this announcement; and (ii) approximately 2.3% of the issued share capital of the Company of 2,394,944,400 Shares as at the date of this announcement as enlarged by the Subscription Shares. For so long as such Shares are held by the Fiduciary, they will be disregarded for the purposes of determining the number of Shares held by the public.

The Subscription Shares will be issued under the General Mandate to allot, issue and deal with Shares granted to the Directors by resolution of the Shareholders passed at the AGM which authorised the Directors to allot and issue a maximum of 450,841,989 Shares. Up to the date of this announcement, 84,500,000 Shares have been issued under the General Mandate and the total number of new Shares that can be allotted and issued under the General Mandate is therefore 366,341,989 Shares.

Rights and Ranking

The Subscription Shares will be issued free from all liens, charges, security interests, encumbrances and adverse claims, and when issued and fully paid, will rank *pari passu* among themselves and with Shares in issue at the time of issue and allotment of the Subscription Shares.

Conditions of the Share Subscription

The Share Subscription is conditional upon:

- (i) the granting of the listing of, and the permission to deal in, the Subscription Shares by the Listing Committee of Stock Exchange (and such listing and permission not subsequently revoked prior to the allotment and issue of Shares); and
- (ii) the issue and payment of the Securities, the Securities Subscription Agreement becoming unconditional and the execution and delivery of the Swap Agreement and the indemnity side letter between the Fiduciary and the Company.

If the conditions are not fulfilled within six Hong Kong/Luxembourg business days after the date of signing of the Share Subscription Agreement (or such later date as may be agreed between the Company and the Fiduciary), the Share Subscription Agreement shall terminate.

Completion of Subscription

The completion of the Share Subscription shall take place on the Hong Kong business day after the date upon which the last of the conditions set out above has been satisfied or such other time or date as the Company and the Fiduciary may agree in writing. The Share Subscription is expected to be completed on the Closing Date.

APPLICATION FOR LISTING OF SUBSCRIPTION SHARES

Application will be made to the Stock Exchange for the listing of, and the permission to deal in, the Subscription Shares.

THE SECURITIES SUBSCRIPTION AGREEMENT

Date

17th February, 2012

Parties Involved

The Company, the Fiduciary and the Joint Lead Managers

Securities Subscription

Subject to the fulfilment of the conditions set out below in the section headed “Conditions Precedent of the Securities Subscription”, pursuant to the Securities Subscription Agreement, the Fiduciary has agreed to issue US\$300 million (equivalent to approximately HK\$2,327 million) in principal amount of Securities and each Joint Lead Manager has severally, and not jointly, agreed to subscribe and pay for, or to procure subscriptions and payment for, the principal amount of the Securities set out against its name in Schedule 2 to the Securities Subscription Agreement on the Issue Date at 100% of the principal amount of the Securities.

The Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Conditions Precedent of the Securities Subscription

The Securities Subscription Agreement and the respective rights and obligations of the parties are conditional upon, among other things:

- (a) there having been, as at the Issue Date, no event making any of the representations and warranties of the Company and the Fiduciary contained in the Securities Subscription Agreement untrue or incorrect on the Issue Date as though they had been given and made on such date and the Company and the Fiduciary each having performed all the obligations to be performed by it under the Securities Subscription Agreement on or before the Issue Date;
- (b) the Securities being listed on the Luxembourg Stock Exchange, subject only to the issue of the Securities on or before the Issue Date;
- (c) the execution of the Transaction Documents by the parties thereto on or before the Issue Date; and
- (d) no rating agency having downgraded, nor given notice or made any formal public announcement of any intended or potential downgrading or of any review with negative implications of, the rating accorded to any securities of the Company.

The Joint Lead Managers may in their discretion and by notice to the Company waive satisfaction of any of the above conditions or of any part of them.

Termination of the Securities Subscription Agreement

The Joint Lead Managers may, following consultation with the Company if reasonably practicable in the circumstances, by notice to the Fiduciary and the Company terminate the Securities Subscription Agreement at any time before the time on the Issue Date when payment would otherwise be due under the Securities Subscription Agreement to the Fiduciary in respect of the Securities if, in the opinion of the Joint Lead Managers, there shall have been such a change, whether or not foreseeable at the date of the Securities Subscription Agreement, in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would in its view be likely to prejudice materially the success of the offering and distribution of the Securities or dealings in the Securities in the secondary market.

PRINCIPAL TERMS OF THE SECURITIES

The Securities are to be issued by the Fiduciary. The following is extracted from the Executive Summary of the Securities contained in the Offering Circular for the information of Shareholders.

- (a) Interest

Interest is payable semi-annually in arrear based on a fixed rate, which is 7% per annum.

Payments of interest by the Fiduciary are conditional on whether it receives funds for such payments from the Company under the Swap Agreement. The Company has the option under the Swap Agreement to indefinitely defer any such payments, provided that, during the three months ending on the day before the due date of such payment, no dividend, distribution or other payment has been paid or declared by the Company on or in respect of any of its Junior Securities or (except on a pro rata basis) its Parity Securities.

Any interest amount that is deferred will constitute “Arrears of Interest” and will accrue interest at the interest rate as if it constituted the principal of the Securities.

If any payment of interest amount is deferred, the Company will not (i) declare or pay any dividend or make any other payment on any of its Junior Securities or (except on a pro rata basis) its Parity Securities or (ii) redeem, reduce, cancel, buy-back or acquire any of its Junior Securities or its Parity Securities, unless and until the Company has satisfied in full all amounts equal to outstanding Arrears of Interest.

The Company may satisfy any CKI Arrears Payments at any time and must satisfy all outstanding CKI Arrears Payments on the first to occur of (i) the Redemption Date and (ii) the date on which the Company declares or pays any dividend or makes any other payment on any of its Junior Securities or (except on a pro rata basis) its Parity Securities.

(b) Redemption of the Securities

The Securities have no maturity. The Securities may be redeemed in whole, but not in part, on 27th February, 2014 or any interest payment date falling thereafter.

The Company may instruct the Fiduciary to sell the Subscription Shares or other Fiduciary Property held by the Fiduciary and use the proceeds to redeem the Securities. Proceeds from the sale beyond the amount used for the redemption are returned to the Company and do not benefit the Holders.

The Securities may be redeemed in whole, but not in part, after the occurrence of a Step-Up Event, a Fiduciary Tax Event, a CKI Tax Event or an Accounting Event.

If the Securities have not been redeemed by 27th February, 2017, the Holders may elect to exchange the Securities in whole, but not in part, for their pro rata share of the property held by the Fiduciary on 27th February, 2017 or any interest payment date falling thereafter.

If an Unwind Event is deemed to have occurred, the Securities shall forthwith be redeemable at the Redemption Price. In such case, the Fiduciary shall initiate a sale procedure in respect of the Fiduciary Property and enforce the Swap Agreement and shall apply the proceeds of such sale and enforcement, less sale costs, to redeem the Securities. If the proceeds of such sale (net of sale costs) is less than the Redemption Price, the Company is obligated under the Swap Agreement to pay such short-fall amount to the Fiduciary.

(c) Sale of Fiduciary Property, Capital Distributions and Ordinary Dividends

At any time, the Company may exercise its option under the Swap Agreement and request the Fiduciary to sell the Fiduciary Property if its aggregate realisable value (determined in accordance with the Terms and Conditions of the Securities) exceeds the aggregate Required Redemption Amount.

Any proceeds from such sale of Fiduciary Property (net of sale costs) and any Capital Distributions received on the Shares held by the Fiduciary will not be paid to the Holders immediately upon receipt thereof. Instead, any amount of cash so received by the Fiduciary will be paid to the Company in exchange for unsubordinated promissory notes in favour of the Fiduciary as promisee with a principal amount equal to the aggregate amount of cash so paid to the Company. Such promissory notes will be payable when the Securities are redeemed or exchanged. Any such payments received by the Fiduciary will be distributed to the Holders and, in the case of a redemption event under the Terms and Conditions of the Securities, netted off against the amount payable to the Holders on the Redemption Date.

All ordinary dividends received on the Shares held by the Fiduciary are paid to the Company under the terms of the Swap Agreement.

(d) Ranking

The Company's obligations under the Swap Agreement constitute direct, unsecured and subordinated obligations and, in the event of the winding-up of the Company, the rights and claims of the Fiduciary in respect of the Swap Agreement will rank (A) subordinate and junior to any indebtedness or obligations of the Company (excluding Parity Securities and Junior Securities), (B) pari passu with Parity Securities (including the US\$1,000,000,000 6.625 per cent. guaranteed perpetual capital securities of PHBS Limited) and (C) senior to Junior Securities.

If the Fiduciary Property ceases to comprise any Share, the Company's obligation under the Swap Agreement shall then constitute direct, unsecured senior obligations of the Company and shall all time thereafter rank pari passu with all other outstanding unsecured and senior indebtedness or obligations of the Company.

APPLICATION FOR LISTING OF SECURITIES

Application has been made to admit the Securities to the official list of the Luxembourg Stock Exchange and application has been made to admit the Securities to trading on the Euro MTF Market.

REASONS FOR AND BENEFITS OF THE SECURITIES SUBSCRIPTION, THE SHARE SUBSCRIPTION AND USE OF PROCEEDS

The net proceeds from the issue of the Securities, after deduction of commission and expenses are estimated to be approximately US\$295.4 million (equivalent to approximately HK\$2,291 million) and will be used by the Fiduciary to acquire the Subscription Shares under the Share Subscription Agreement and enter into the Swap Agreement.

The proceeds from the Share Subscription will be approximately US\$295.4 million (equivalent to approximately HK\$2,291 million). The Company intends to use the proceeds from the Share Subscription for general corporate purposes.

The Directors believe that the terms of the Share Subscription are fair and reasonable and in the interests of the Company and its shareholders as a whole.

FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

As announced by the Company on 15th July 2011, a top-up placing of 84,500,000 Shares was conducted pursuant to a placing and subscription agreement, which generated net proceeds of approximately HK\$3.4 billion. The Company utilized approximately HK\$2.6 billion to partly fund the acquisition of the entire issued share capital of Northumbrian Water Group plc. The remaining balance of the proceeds will be applied for general funding purposes as originally intended.

Save as disclosed above, the Company has not raised any funds on issue of equity securities in the 12 months immediately preceding this announcement.

EFFECT OF ON SHAREHOLDING STRUCTURE

Assuming all the Subscription Shares are subscribed under the Share Subscription Agreement, the shareholding structure of the Company before and after the Share Subscription will be as follows:

	As at 17th February, 2012		Immediately after the Share Subscription	
Shareholders of the Company	Shares	%	Shares	%
HIHL	1,906,681,945	81.527	1,906,681,945	79.613
Li Ka-Shing Unity Trustee Company Limited as trustee of The Li Ka-Shing Unity Trust	5,428,000	0.232	5,428,000	0.227
Mr. Kam Hing Lam	100,000	0.004	100,000	0.004
The Fiduciary ⁽¹⁾	-	-	56,234,455	2.348
Other public Shareholders	426,500,000	18.237	426,500,000	17.808
Total	2,338,709,945	100.000	2,394,944,400	100.000

Note :

(1) For so long as the Subscription Shares are held by the Fiduciary, they will be disregarded for the purposes of determining the number of Shares held by the public.

INFORMATION RELATING TO THE GROUP

The principal activities of the Group are development, investment and operation of infrastructure businesses in Hong Kong, the Mainland, the United Kingdom, Australia, New Zealand and Canada.

DEFINITIONS

The following defined terms are used in the announcement:

“Accounting Event”	the event where as a result of any changes or amendments to the Relevant Accounting Standard, the Securities must not or must no longer be recorded as “equity” of the Company pursuant to the Relevant Accounting Standard;
“AGM”	the annual general meeting of the Company held on 18th May, 2011;
“associate(s)”	has the meaning ascribed thereto under the Listing Rules;
“Board”	the board of Directors;
“Capital Distributions”	any distribution in respect of the Shares unless, and to the extent that, it is an ordinary dividend;
“Change of Control”	an occurrence of a General Offer, other than a General Offer made by Cheung Kong (Holdings) Limited or one or more of its other subsidiaries or associates (each as defined under the Listing Rules) of Cheung Kong (Holdings) Limited, and acceptance thereof by a majority of the holders of the Shares;
“CKI Arrears Payments”	amounts payable to the Fiduciary in respect of arrears of interest;
“CKI Tax Event”	the event where (a) the Company has or would become obliged to pay additional amounts as provided or referred to in the Swap Agreement as a result of any change in, or amendment to, the laws or regulations of Bermuda or Hong Kong or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after 17th February, 2012 and (b) such obligation cannot be avoided by the Company taking reasonable measures available to it;
“Closing Date”	28th February, 2012 or such other date as the Company and the Fiduciary may agree in writing;

“Company”	Cheung Kong Infrastructure Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 1038);
“connected persons”	has the meaning ascribed thereto under the Listing Rules;
“controlling shareholder”	has the meaning ascribed thereto under the Listing Rules;
“Delisting Event”	in respect of the Shares, when the Shares cease to be listed;
“Director(s)”	the director(s) of the Company;
“Fiduciary”	The Bank of New York Mellon (Luxembourg) S.A.;
“Fiduciary Property”	initially comprise, the Subscription Shares and the rights of the Fiduciary under the Swap Agreement;
“Fiduciary Tax Event”	the event where that (a) the Fiduciary has or will become obliged to pay the additional amounts provided or referred to in the Terms and Conditions of the Securities as a result of any change in, or amendment to, the laws or regulations of Luxembourg or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after 17th February, 2012; and (b) such obligation cannot be avoided by the Fiduciary taking reasonable measures available to it;
“Fixed Exchange Rate”	US\$1.00 : HK\$7.7552;
“General Mandate”	the mandate granted to the Directors by the Shareholders at the AGM to allot, issue and deal with up to 20% of the then issued share capital of the Company as at the date of the AGM;

“General Offer”	either a scheme of arrangement approved by a court of competent jurisdiction or an offer to the holders of any Shares, whether expressed as a legal offer or an invitation or in any other way, in circumstances where such offer is available to all holders of the applicable Shares or all or substantially all such holders other than any holder who is, or is connected with, or is deemed to be acting in connection with, the person making such offer or to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any stock exchange in any territory, it is determined not to make such an offer;
“Group”	the Company and its subsidiaries;
“HIHL”	Hutchison Infrastructure Holdings Limited, a wholly-owned subsidiary of HWL and a controlling shareholder of the Company;
“HKFRS”	Hong Kong Financial Reporting Standards;
“HK\$	Hong Kong dollars, the lawful currency of Hong Kong;
“Holders”	holders of the Securities;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“HWL”	Hutchison Whampoa Limited, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 13), and is a controlling shareholder of the Company;
“Independent Financial Adviser”	an independent financial institution of international repute appointed by the Company at its own expense;
“Issue Date”	27th February, 2012 or at such other date as the Fiduciary and the Joint Lead Managers may agree;
“Joint Lead Managers”	Goldman Sachs (Asia) L.L.C. and J.P. Morgan Securities Ltd.;

“Junior Securities”	in relation to the Company, any class of its share capital qualifying as equity under HKFRS (other than preference shares);
“Last Trading Date”	16th February, 2012, being the last trading day for the Shares prior to the date of this announcement;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“Offering Circular”	the final offering circular dated 17th February, 2012 prepared by the Company and the Fiduciary and distributed by the Joint Lead Managers to investors in connection with the offering of the Securities;
“Parity Securities”	in relation to the Company and the Group, (a) any instrument or security (including preference shares) issued, entered into or guaranteed by the Company or, as the case may be, an entity within Group (other than the Company’s obligations under the Swap Agreement) which ranks or is expressed to rank, by its terms or by operation of law, <i>pari passu</i> with the Company’s obligations under the Swap Agreement, (b) any instrument or security (including preference shares) issued, entered into or guaranteed by the Company and the terms of which provide that the making of payments thereon or distributions in respect thereof are fully at the discretion of the Company and (c) US\$1,000,000,000 6.625 per cent. guaranteed perpetual capital securities of PHBS Limited and unconditionally and irrevocably guaranteed on a subordinated basis by the Company;
“Redemption Date”	the date on which the Securities are to be redeemed pursuant to the Terms and Conditions of the Securities;
“Redemption Price”	in respect of any Security, the principal amount of such Security, any accrued interest payable thereon, any arrears of interest in respect thereof and any additional interest amounts in respect thereof as determined by the calculation agent (upon receipt of corresponding instruction from the Company);
“Relevant Accounting Standards”	HKFRS or any other accounting standards that may replace HKFRS for the purposes of the consolidated financial statements of the Company;

“Reorganisation Event”

any reorganisation, amalgamation, reconstruction, consolidation, merger, demerger, acquisition or like or similar event of the Company (whether or not involving liquidation or dissolution), other than any such event relating to (i) the Company consolidating with, merging with, or acquiring the issued share capital of, an entity, where the total consideration (whether in cash or otherwise) payable by the Company in connection with such consolidation, merger, acquisition or any like or similar transaction is less than 50 per cent. of the enterprise value of the Company as of the date of the announcement of such consolidation, merger or acquisition by the Company or (ii) a direct or indirect subsidiary or associate of Cheung Kong (Holdings) Limited, for the purpose of or pursuant to a reorganisation, amalgamation or restructuring while solvent, provided that all or substantially all of the assets subsisting immediately prior to such reorganisation, amalgamation or restructuring of such subsidiary or associate are transferred to or otherwise vested in Cheung Kong (Holdings) Limited or one or more of its other subsidiaries or associates. The relevant Reorganisation Event shall be deemed to occur on the date any such reorganisation, amalgamation, reconstruction, consolidation, merger, demerger, acquisition or like or similar event becomes effective;

“Required Redemption Amount”

on any day so determined by the Company following consultation with the Independent Financial Adviser and notified to the Fiduciary in respect of a sale pursuant to the Terms and Conditions of the Securities, the minimum amount set by the Company following consultation with the Independent Financial Adviser which would be necessary to allow the Fiduciary to repay the Redemption Price in respect of all outstanding Securities and to pay any sale costs in respect of such sale;

“Securities”

the U.S. Dollar Fixed Rate Callable Perpetual Securities in the aggregate principal amount of US\$300 million to be issued by the Fiduciary;

“Securities Subscription”	the subscription of the Securities by the Joint Lead Managers, or by subscribers procured by the Joint Lead Managers, pursuant to the terms of the Securities Subscription Agreement;
“Securities Subscription Agreement”	the Securities Subscription Agreement between the Company, the Fiduciary and the Joint Lead Managers dated 17th February, 2012 in relation to the Securities Subscription;
“Share(s)”	ordinary share(s) of HK\$1.00 each in the share capital of the Company;
“Shareholder(s)”	holder(s) of the Share(s);
“Share Subscription”	the subscription of the Subscription Shares by the Fiduciary pursuant to the terms of the Share Subscription Agreement;
“Share Subscription Agreement”	the Share Subscription Agreement between the Company and the Fiduciary dated 17th February, 2012 in relation to the Share Subscription;
“Share Subscription Price”	the U.S. dollar equivalent of HK\$40.7381 per Subscription Share, based on the Fixed Exchange Rate;
“Step-Up Event”	in respect of the Company (or any successor thereto), the Change of Control, the Reorganisation Event or the Delisting Event;
“Subscription Shares”	an aggregate of 56,234,455 new Shares to be subscribed by the Fiduciary pursuant to the Share Subscription Agreement;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Swap Agreement”	the Swap Agreement to be dated on or about the Issue Date between the Fiduciary and the Company detailing, <i>inter alia</i> , certain payment obligations of the Company with respect to funding the fixed interest rate payments on the Securities and, in certain circumstances, the redemption of the Securities;
“trading day(s)”	has the meaning ascribed thereto under the Listing Rules;

“Transaction Documents”	an agency agreement, a calculation agency agreement, the Swap Agreement, the Securities Subscription Agreement and Share Subscription Agreement;
“Unwind Event”	the occurrence of one or more of the following events: <ul style="list-style-type: none"> (a) the Company is insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its debts; or (b) the Company fails to make payment in respect of the Swap Agreement for a period of 10 days or more after the date on which such payment is due; or (c) an administrator is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Company, or the Company ceases or threatens to cease to carry on all or a material part of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation;
“US\$”	United States dollars, the lawful currency of the United States of America; and
“%”	per cent.

The translation of US\$ into HK\$ is based on the exchange rate of US\$1.00 to HK\$7.7552 and is provided for information purposes only.

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

Hong Kong, 17th February, 2012

As at the date of this announcement, the Executive Directors of the Company are Mr. LI Tzar Kuoi, Victor (Chairman), Mr. KAM Hing Lam (Group Managing Director), Mr. IP Tak Chuen, Edmond (Deputy Chairman), Mr. FOK Kin Ning, Canning (Deputy Chairman), Mr. Andrew John HUNTER (Deputy Managing Director), Mr. CHAN Loi Shun (Chief Financial Officer), Mrs. CHOW WOO Mo Fong, Susan (also Alternate Director to Mr. FOK Kin Ning, Canning and Mr. Frank John SIXT), Mr. Frank John SIXT and Mr. TSO Kai Sum; the Non-executive Directors are Mr. CHEONG Ying Chew, Henry (Independent Non-executive Director), Mrs. KWOK Eva Lee (Independent Non-executive Director), Mrs. SNG Sow-mei alias POON Sow Mei (Independent Non-executive Director), Mr. Colin Stevens RUSSEL (Independent Non-executive Director), Mr. LAN Hong Tsung, David (Independent Non-executive Director), Mr. Barrie COOK (Independent Non-executive Director), Mrs. LEE Pui Ling, Angelina and Mr. George Colin MAGNUS; and the Alternate Directors are Mr. MAN Ka Keung, Simon (Alternate Director to Mr. IP Tak Chuen, Edmond) and Ms. Eirene YEUNG (Alternate Director to Mr. KAM Hing Lam).