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Genting Hong Kong Limited

(Continued into Bermuda with limited liability)

(Stock Code: 678)

CONTINUING CONNECTED TRANSACTIONS

The 2017 SERVICES AGREEMENTS

The Company has on 30 December 2016 entered into the following new agreements to extend the term and to modify the scope of services (as the case may be) of the respective agreements for a further fixed term of three (3) years commencing from 1 January 2017 to 31 December 2019:

1. The 2017 GENT-GENHK Services Agreement with GMC in relation to the provision of the GENT-GENHK Services by GMC;
2. The 2017 GENM-GENHK Services Agreement with GENM in relation to the provision of the 2017 GENM-GENHK Services by the relevant members of the GENM Group;
3. The 2017 GENS-GENHK Services Agreement with GENS in relation to the provision of the 2017 GENS-GENHK Services by the relevant members of the GENS Group;
4. The 2017 GENHK-GENS Services Agreement with GENS in relation to the provision of the 2017 GENHK-GENS Services to the GENS Group; and
5. The 2017 GENHK-GENM Services Agreement with GENM in relation to the provision of the 2017 GENHK-GENM Services to the GENM Group.

Tan Sri Lim and Mr. Lim are each Executive Directors and connected persons of the Company. Each of Tan Sri Lim and Mr. Lim is a beneficiary of a discretionary trust, whose trustee in its capacity as trustee of such discretionary trust indirectly holds more than 30% of the equity interests in GENT. GMC is a wholly-owned subsidiary of GENT. GENM and GENS are also subsidiaries of GENT. Accordingly, pursuant to the Listing Rules, each of GMC, GENM and GENS (being the parties to the respective 2017 Services Agreements) is considered to be an associate of each of Tan Sri Lim and Mr. Lim for the purposes of Chapter 14A of the Listing Rules, and is therefore a connected person of the Company under the Listing Rules. As a result, the transactions contemplated under the 2017 Services Agreements constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

AGGREGATION WITH THE EXISTING CONTINUING CONNECTED TRANSACTIONS

Following from the recent disposal by GENT and GENM of their respective equity interests in the Company to Golden Hope Limited (as trustee of the Golden Hope Unit Trust) (a substantial shareholder of the Company), GENT, GENM and GMC are now connected persons of the Company only by virtue of their connection to each of Tan Sri Lim and Mr. Lim in the manner described above, having ceased to be connected to the Company via GENT and GENM's respective equity interests in the Company. Accordingly, the Annual Caps of the 2017 Services Agreements will now be aggregated with the Annual Caps of the Existing CCTs under the Existing CCTs Agreements for the financial years ending 31 December 2017 and 2018, due to their similar nature, for the purpose of the Listing Rules.

LISTING RULES IMPLICATIONS

It is anticipated that some or all of the relevant percentage ratios in respect of each of (i) the total annual amounts payable by (a) the GENHK Group to GMC, the GENM Group, the GENS Group and 3rd Valley Group; (b) SCHK to Rich Hope; and (c) SCA to Ambadell; and (ii) the total annual amounts receivable by the GENHK Group from the GENS Group, the GENM Group and 3rd Valley Group in relation to the continuing connected transactions contemplated under the 2017 Services Agreements and the Existing CCTs Agreements will exceed 0.1%, but all of them, both individually and in aggregate, will be less than 5%, and accordingly such transactions will be subject to the reporting, annual review and announcement requirements but exempted from the independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

I. The 2017 SERVICES AGREEMENTS

The Company has on 30 December 2016 entered into the 2017 Services Agreements to extend the term and to modify the scope of services (as the case may be) of the respective agreements which will expire on 31 December 2016 for a further fixed term of three (3) years commencing from 1 January 2017 to 31 December 2019. The transactions contemplated under the 2017 Services Agreements will constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules. This announcement provides details of the 2017 Services Agreement and the implications of the Listing Rules.

A. THE 2017 GENT-GENHK SERVICES AGREEMENT

1. BACKGROUND

Reference is made to the Company's announcement dated 23 December 2013 in relation to, inter alia, the continuing connected transactions between the GENHK Group and GMC in respect of the provision by GMC to the relevant members of the GENHK Group as and when required from time to time the GENT-GENHK Services under the 2014 GENT-GENHK Services Agreement. The 2014 GENT-GENHK Services Agreement will be expiring on 31 December 2016, and GMC and the Company have entered into the 2017 GENT-GENHK Services Agreement on 30 December 2016 to extend the term of the 2014 GENT-GENHK Services Agreement for a further fixed term of three (3) years from 1 January 2017 to 31 December 2019.

2. SUMMARY OF TERMS

Date : 30 December 2016

Parties : (a) GMC; and
(b) the Company

Extended Term : A fixed term of three (3) years commencing from 1 January 2017 and expiring on 31 December 2019, subject to termination by either party giving not less than 90 days' notice (or such other period as agreed in writing) to the other party.

Provision of the GENT-GENHK Services : GMC has agreed to provide to the relevant members of the GENHK Group as and when required from time to time the GENT-GENHK Services, which include the following:

- (a) secretarial services and ancillary services;
- (b) share registration services and ancillary services; and
- (c) investor services and ancillary services.

Service Fees : The service fees payable by the relevant GENHK Group Company in respect of the GENT-GENHK Services shall be based on the total direct and indirect costs incurred to perform the abovementioned services and includes an arm's length mark-up of a percentage on total costs. The service fees are determined by reference to prevailing market prices depending on the price quoted from independent suppliers and the comprehensiveness of the services on offer.

The relevant GENHK Group Company shall settle the fees payable in respect of any GENT-GENHK Services in cash within 30 days (or such other period as agreed) from the date of an invoice from GMC.

Annual Cap

The Annual Cap for the GENT-GENHK Services to be provided by GMC to the relevant members of the GENHK Group under the term of the 2017 GENT-GENHK Services Agreement for each of the financial years ending 31 December 2017, 31 December 2018 and 31 December 2019 will not exceed the amounts set out below:

<u>Financial years ending</u>	<u>Annual Cap</u>
31 December 2017	US\$200,000 (approximately HK\$1,560,000)
31 December 2018	US\$200,000 (approximately HK\$1,560,000)
31 December 2019	US\$200,000 (approximately HK\$1,560,000)

The Annual Cap has been determined based on a number of factors, which include:

- (a) previous levels of the GENT-GENHK Services provided by GMC to the relevant members of the GENHK Group;
- (b) increased levels of the GENT-GENHK Services expected to be provided by GMC due to increased business activities of the GENHK Group in the three years' period in question; and
- (c) a reasonable amount to cater for any unexpected additional GENT-GENHK Services that may be required by the GENHK Group during the financial years ending 31 December 2017, 2018 and 2019, depending on the requirements of the GENHK Group as at that time.

The aggregate transaction values in respect of the provision of the GENT-GENHK Services by GMC to the relevant members of the GENHK Group for the financial years ended 31 December 2014 and 2015 and for the nine months ended 30 September 2016 were approximately US\$9,000 (approximately HK\$70,000), US\$7,000 (approximately HK\$55,000) and US\$9,900 (approximately HK\$77,000) respectively.

B. THE 2017 GENM-GENHK SERVICES AGREEMENT

1. BACKGROUND

Reference is made to the Company's announcement dated 23 December 2013 in relation to, inter alia, the continuing connected transactions between the GENHK Group and the GENM Group for GENM's agreement to procure the relevant members of the GENM Group to provide to the relevant members of the GENHK Group as and when required from time to time the 2014 GENM-GENHK Services under the 2014 GENM-GENHK Services Agreement. The 2014 GENM-GENHK Services Agreement will be expiring on 31 December 2016, and GENM and the Company have entered into the 2017 GENM-GENHK Services Agreement on 30 December 2016 to extend the term of the 2014 GENM-GENHK Services Agreement for a further fixed term of three (3) years from 1 January 2017 to 31 December 2019 and to modify the scope of services under the 2014 GENM-GENHK Services Agreement.

2. SUMMARY OF TERMS

Date	: 30 December 2016
Parties	: (a) GENM; and (b) the Company
Extended Term	: A fixed term of three (3) years commencing from 1 January 2017 and expiring on 31 December 2019, subject to termination by either party giving not less than 90 days' notice (or such other period as agreed in writing) to the other party.
Provision of the 2017 GENM-GENHK Services	: GENM has agreed to procure the relevant members of the GENM Group to provide to the relevant members of the GENHK Group as and when required from time to time the 2017 GENM-GENHK Services, which include the following: (a) sale of tour and transport related services (including travel services and air ticket purchasing services) and ancillary services; (b) leasing services and ancillary services; (c) tickets (other than air tickets) distribution services and ancillary services;

- (d) information technology and implementation, support and maintenance services and ancillary services;
- (e) marketing and promotion services and ancillary services; and
- (f) aviation related services.

Service Fees : The services fees payable by the relevant GENHK Group Company in respect of the 2017 GENM-GENHK Services shall be determined between the relevant contracting parties by applying the pricing policies and guidelines below, provided that the rate of the service fees must always be at market rate and at arm's length, and if a market rate is not readily available, at such rate as may be mutually agreed between the relevant contracting parties by reference to transactions comparable with those entered into with independent third parties:

For sale of tour and transport related services (including travel services and air ticket purchasing services) and ancillary services:

Fees payable will be based on costs of provision of such services plus fixed rate of mark-up with reference to corporate rates or net contractual rates as offered by independent third party airlines or travel agents.

For leasing services and ancillary services:

For leases on a continuing basis, the fees payable will be based on fixed rate of monthly rental per lease contract. For leases on one-off basis, the fees payable will be based on a fixed price. In determining these fees, GENHK Group will consider the prevailing market rate based on the prices quoted for similar types of property or venue for leasing by independent third parties in the neighbouring area, and also on the condition of the premises on offer, the availability of facilities and service items to be provided.

For tickets (other than air tickets) distribution services and ancillary services:

Service fee will depend on the type(s) of tickets but will be at a fixed rate based on the number of tickets distributed. The fixed rate will be determined by reference to the prevailing market rate for similar services quoted from independent suppliers and also on the size and value of the event for which the tickets are distributed.

For information technology and implementation, support and maintenance services and ancillary services:

In respect of software provided by GENM Group Companies to GENHK Group Companies (which are ready-to-use software developed specifically for hotel and/or leisure operations of the relevant GENHK Group Companies, and synchronized with the operational systems of the relevant GENHK Group Companies), licensing and/or leasing fees should be based on fixed rates which is comparable to the third party industry rate for similar services on the market.

In respect of customization services for the aforesaid software, fees should be based on man-hours and/or man-days spent in providing the customization services which are derived based on manpower costs.

For marketing and promotion services and ancillary services:

The service fee will depend on the particular services required, but will always be based on the costs of provision of such services plus fixed rate of mark-up. In agreeing the fees required for the particular service, the relevant contracting parties will take into account factors including the nature and scope of the marketing and promotion activities, the value of the underlying product(s) which is/are subject to promotion and the resources (such as floor area and manpower) required for performance of such services, and the prevailing market rate for similar services quoted from independent suppliers.

For aviation related services:

The service fee for aviation-related services will be a fixed fee, which will be based on the prevailing market rate for similar services at the relevant time and the relevant location of the aircraft. In determining the prevailing marketing prices, GENHK Group will consider quotes from independent suppliers for similar services.

The relevant GENHK Group Company shall settle the fees payable in respect of any 2017 GENM-GENHK Services in cash within 30 days (or such other period as agreed) from the date of an invoice from the relevant GENM Group Company.

Annual Cap

The Annual Cap for the 2017 GENM-GENHK Services to be provided by the relevant members of the GENM Group to the relevant members of the GENHK Group under the term of the 2017 GENM-GENHK Services Agreement for each of the financial years ending 31 December 2017, 31 December 2018 and 31 December 2019 will not exceed the amounts set out below:

<u>Financial years ending</u>	<u>Annual Cap</u>
31 December 2017	US\$6,000,000 (approximately HK\$46,800,000)
31 December 2018	US\$7,000,000 (approximately HK\$54,600,000)
31 December 2019	US\$10,000,000 (approximately HK\$78,000,000)

The Annual Cap has been determined based on a number of factors, which include:

- (a) previous levels of the 2014 GENM-GENHK Services provided by the relevant members of the GENM Group to the relevant members of the GENHK Group;
- (b) increased levels of the 2017 GENM-GENHK Services expected to be provided by the relevant members of the GENM Group due to increased business activities of the GENHK Group in the three years' period in question;
- (c) new type of services that will be provided under the 2017 GENM-GENHK Services Agreement; and
- (d) a reasonable amount to cater for any unexpected additional 2017 GENM-GENHK Services that may be required by the GENHK Group during the financial years ending 31 December 2017, 2018 and 2019, depending on the requirements of the GENHK Group as at that time.

The aggregate transaction values in respect of the provision of the 2014 GENM-GENHK Services by the relevant members of the GENM Group to the relevant members of the GENHK Group for the financial years ended 31 December 2014 and 2015 and for the nine months ended 30 September 2016 were approximately US\$1,450,000 (approximately HK\$11,310,000), US\$1,288,000 (approximately HK\$10,046,000) and US\$1,535,000 (approximately HK\$11,973,000) respectively.

The specific terms and conditions (including any fees payable) relating to the 2017 GENM-GENHK Services shall be set out in the relevant agreements entered into or to be entered into in respect thereof as agreed between the relevant members of GENM Group and GENHK Group pursuant to the 2017 GENM-GENHK Services Agreement.

C. THE 2017 GENS-GENHK SERVICES AGREEMENT

1. BACKGROUND

Reference is made to the Company's announcement dated 23 December 2013 in relation to, inter alia, the continuing connected transactions between the GENHK Group and the GENS Group for GENS' agreement to procure the relevant members of the GENS Group to provide to the relevant members of the GENHK Group as and when required from time to time the 2014 GENS-GENHK Services under the 2014 GENS-GENHK Services Agreement. The 2014 GENS-GENHK Services Agreement will be expiring on 31 December 2016, and GENS and the Company have entered into the 2017 GENS-GENHK Services Agreement on 30 December 2016 to extend the term of the 2014 GENS-GENHK Services Agreement for a further fixed term of three (3) years from 1 January 2017 to 31 December 2019 and to modify the scope of services under the 2014 GENS-GENHK Services Agreement.

2. SUMMARY OF TERMS

Date	: 30 December 2016
Parties	: (a) GENS; and (b) the Company
Extended Term	: A fixed term of three (3) years commencing from 1 January 2017 and expiring on 31 December 2019, subject to termination by either party giving not less than 90 days' notice (or such other period as agreed in writing) to the other party.
Provision of the 2017 GENS-GENHK Services	: GENS has agreed to procure the relevant members of the GENS Group to provide to the relevant members of the GENHK Group as and when required from time to time the 2017 GENS-GENHK Services, which include the following: (a) leasing and management, housekeeping and maintenance services and ancillary services; (b) marketing and promotion services and ancillary services; (c) ticket distribution services and ancillary services; (d) administrative and other support services; and (e) information technology and implementation, support and maintenance services and ancillary services.

Service Fees : The services fees payable by the relevant GENHK Group Company in respect of the 2017 GENS-GENHK Services shall be determined by applying the pricing policies and guidelines below, provided that the rate of the service fees must always be at market rate and at arm's length, and if a market rate is not readily available, at such rate as may be mutually agreed between the relevant contracting parties by reference to transactions comparable with those entered into with independent third parties:

For leasing and management, housekeeping and maintenance services and ancillary services:

For leases on a continuing basis, the fees payable will be based a fixed rate of monthly rental per lease contract. For leases on one-off basis, the fees payable will be based on a fixed price. Fees for services payable will be based on the costs of provision of such services plus a fixed rate of mark-up. In determining these fees, GENHK Group will consider the prevailing market rate based on the prices quoted for similar types of property or venue for leasing (with management, housekeeping and maintenance services) by independent third parties in the neighbouring area, and also on the condition of the premises on offer, the availability of facilities and service items to be provided.

For marketing and promotion services and ancillary services:

The service fee will depend on the particular services provided, but will be based on the costs of provision of such services plus fixed rate of mark-up. In agreeing the fees required for the particular service, the relevant contracting parties will take into account factors including the nature and scope of the marketing and promotion activities, the value of the underlying product(s) which is/are subject to promotion and the resources (such as floor area and manpower) required for performance of such services and the prevailing market rate for similar services quoted from independent suppliers.

For ticket distribution services and ancillary services:

Service fee will depend on the type(s) of tickets but will be at a fixed rate based on the number of tickets distributed. The fixed rate will be determined by reference to the prevailing market rate for similar services quoted from independent suppliers and also on the size and value of the event for which the tickets are distributed.

For administrative and other support services:

Fees will be based on the costs of provision of such services plus fixed rate of mark-up with reference to corporate rates or net contractual rates as offered by independent third party suppliers for similar services.

For information technology and implementation, support and maintenance services, and ancillary services:

In respect of software provided by GENS Group Companies to GENHK Group Companies (which are ready-to-use software developed specifically for hotel and/or leisure operations of the relevant GENHK Group Companies, and synchronized with the operational systems of the relevant GENHK Group Companies), licensing and/or leasing fees should be based on fixed rates. In determining the service fees, GENHK Group will consider the specialised nature and sensitivity of the software involved and the rates that are charged by GENS Group to other independent third party customers for the same software.

In respect of customization services for the aforesaid software, fees should be based on man-hours and/or man-days spent in providing the customization services which are derived based on manpower costs.

The relevant GENHK Group Company shall settle the fees payable in respect of any 2017 GENS-GENHK Services in cash within 30 days (or such other period as agreed) from the date of an invoice from the relevant GENS Group Company.

Annual Cap

The Annual Cap for the 2017 GENS-GENHK Services to be provided by the relevant members of the GENS Group to the relevant members of the GENHK Group under the term of the 2017 GENS-GENHK Services Agreement for each of the financial years ending 31 December 2017, 31 December 2018 and 31 December 2019 will not exceed the amounts set out below:

<u>Financial years ending</u>	<u>Annual Cap</u>
31 December 2017	US\$6,000,000 (approximately HK\$46,800,000)
31 December 2018	US\$8,000,000 (approximately HK\$62,400,000)
31 December 2019	US\$11,000,000 (approximately HK\$85,800,000)

The Annual Cap has been determined based on a number of factors, which include:

- (a) previous levels of the 2014 GENS-GENHK Services provided by the relevant members of the GENS Group to the relevant members of the GENHK Group;
- (b) increased levels of the 2017 GENS-GENHK Services expected to be provided by the relevant members of the GENS Group due to increased business activities of the GENHK Group in the three years' period in question;
- (c) projected significant increase in information technology and ancillary services required by GENHK Group from GENS Group; and
- (d) a reasonable amount to cater for any unexpected additional 2017 GENS-GENHK Services that may be required by the GENHK Group during the financial years ending 31 December 2017, 2018 and 2019, depending on the requirements of the GENHK Group as at that time.

The aggregate transaction values in respect of the provision of the 2014 GENS-GENHK Services by the relevant members of the GENS Group to the relevant members of the GENHK Group for the financial years ended 31 December 2014 and 2015 and for the nine months ended 30 September 2016 were approximately US\$39,000 (approximately HK\$304,000), US\$40,000 (approximately HK\$312,000) and US\$132,000 (approximately HK\$1,030,000) respectively.

The specific terms and conditions (including any fees payable) relating to the 2017 GENS-GENHK Services shall be set out in the relevant agreements entered into or to be entered into in respect thereof as agreed between the relevant members of GENS Group and GENHK Group pursuant to the 2017 GENS-GENHK Services Agreement.

D. THE 2017 GENHK-GENS SERVICES AGREEMENT

1. BACKGROUND

Reference is made to the Company's announcement dated 23 December 2013 in relation to, inter alia, the continuing connected transactions between the GENHK Group and the GENS Group for the Company's agreement to procure the relevant members of the GENHK Group to provide to the relevant members of the GENS Group as and when required from time to time the 2014 GENHK-GENS Services under the 2014 GENHK-GENS Services Agreement. The 2014 GENHK-GENS Services Agreement will be expiring on 31 December 2016, and the Company and GENS have entered into the 2017 GENHK-GENS Services Agreement on 30 December 2016 to extend the term of the 2014 GENHK-GENS Services Agreement for a further fixed term of three (3) years from 1 January 2017 to 31 December 2019 and to modify the scope of services under the 2014 GENHK-GENS Services Agreement.

2. SUMMARY OF TERMS

- Date** : 30 December 2016
- Parties** : (a) the Company; and
(b) GENS
- Extended Term** : A fixed term of three (3) years commencing from 1 January 2017 and expiring on 31 December 2019, subject to termination by either party giving not less than 90 days' notice (or such other period as agreed in writing) to the other party.
- Provision of the 2017 GENHK-GENS Services** : GENHK has agreed to procure the relevant members of the GENHK Group to provide to the relevant members of the GENS Group as and when required from time to time the 2017 GENHK-GENS Services, which include the following:
- (a) air ticket purchasing services and ancillary services;
 - (b) travel and tickets (other than air tickets) related services and ancillary services;
 - (c) administrative services including human resources and payroll related services and ancillary services;
 - (d) leasing of office space and equipment services and ancillary services;
 - (e) marketing and promotion services and ancillary services; and
 - (f) entertainment services and ancillary services.
- Service Fees** : The services fees receivable from the relevant GENS Group Company in respect of the 2017 GENHK-GENS Services shall be determined by applying the pricing policies and guidelines below, provided that the rate of the service fees must always be at market rate and at arm's length, and if a market rate is not readily available, at such rate as may be mutually agreed between the relevant contracting parties by reference to transactions comparable with those entered into with independent third parties:

For air ticket purchasing services and ancillary services:

Fees will be based on the costs of provision of such services plus fixed rate of mark-up. The service fee which will be determined with reference to the prevailing market rate based on the prices quoted for similar services from independent suppliers or service fees charged to independent customers for similar services by GENHK Group taking into account seasonal promotional rates available and early bird rate on volume purchase.

For travel and tickets (other than air tickets) related services and ancillary services:

For ticket sales, discount to costs at a rate which is comparable to the rate offered to independent third party travel agents or event organizers for volume purchase. For services, fees should be based on the costs of provision of such services plus fixed rate of mark-up with reference to corporate rates or net contractual rates as offered by independent third party suppliers for similar services.

For administrative services including human resources and payroll related services and ancillary services:

Fees will be based on the costs of provision of such services plus fixed rate of mark-up with reference to corporate rates or net contractual rates as offered by independent third party suppliers for similar services.

For leasing of office space and equipment services and ancillary services:

For leases on a continuing basis, the fees payable will be based a fixed rate of monthly rental per lease contract. For leases on one-off basis, the fees payable will be based on a fixed price. In determining these fees, GENHK Group will consider the prevailing market rate based on the prices quoted for similar types of property or venue for leasing by independent third parties in the neighbouring area.

For marketing and promotion services and ancillary services:

The service fee will depend on the particular services provided, but will always be based on the costs of provision of such services plus fixed rate of mark-up. In agreeing with fees required for the particular service, the relevant contracting parties will take into account factors including the nature and scope of the marketing and promotion activities, the value of the underlying product(s) which is/are subject to promotion and the resources (such as floor area and manpower) required for performance of such services and the prevailing market rate for similar services quoted from independent suppliers.

For entertainment services and ancillary services:

Fees will depend on the particular services provided but will be based on the costs of provision of such services plus fixed rate of mark-up. In determining the service fees, GENHK Group will take into account its costs of providing the relevant services, the nature and scope of the services, reputation of any celebrity or artiste that may involve and the level of service fees for similar services that GENHK Group may charge other independent customers.

The relevant GENS Group Company shall settle the fees payable in respect of any 2017 GENHK-GENS Services in cash within 30 days (or such other period as agreed) from the date of an invoice from the relevant GENHK Group Company.

Annual Cap

The Annual Cap for the 2017 GENHK-GENS Services to be provided by the relevant members of the GENHK Group to the relevant members of the GENS Group under the term of the 2017 GENHK-GENS Services Agreement for each of the financial years ending 31 December 2017, 31 December 2018 and 31 December 2019 will not exceed the amounts set out below:

<u>Financial years ending</u>	<u>Annual Cap</u>
31 December 2017	US\$1,000,000 (approximately HK\$7,800,000)
31 December 2018	US\$1,000,000 (approximately HK\$7,800,000)
31 December 2019	US\$1,000,000 (approximately HK\$7,800,000)

The Annual Cap has been determined based on a number of factors, which include:

- (a) previous levels of the 2014 GENHK-GENS Services provided by the relevant members of the GENHK Group to the relevant members of the GENS Group;
- (b) increased levels of the 2017 GENHK-GENS Services expected to be provided by the relevant members of the GENHK Group due to increased business activities of the GENS Group in the three years' period in question; and
- (c) a reasonable amount to cater for any unexpected additional 2017 GENHK-GENS Services that may be required by the GENS Group during the financial years ending 31 December 2017, 2018 and 2019, depending on the requirements of the GENS Group as at that time.

The aggregate transaction values in respect of the provision of the 2014 GENHK-GENS Services by the relevant members of the GENHK Group to the relevant members of the GENS Group for the financial years ended 31 December 2014 and 2015 and for the nine months ended 30 September 2016 were approximately US\$221,000 (approximately HK\$1,724,000), US\$123,000 (approximately HK\$959,000) and US\$68,000 (approximately HK\$530,000) respectively.

The specific terms and conditions (including any fees receivable) relating to the 2017 GENHK-GENS Services shall be set out in the relevant agreements entered into or to be entered into in respect thereof as agreed between the relevant members of GENHK Group and GENS Group pursuant to the 2017 GENHK-GENS Services Agreement.

E. THE 2017 GENHK-GENM SERVICES AGREEMENT

1. BACKGROUND

Reference is made to the Company's announcement dated 23 December 2013 in relation to, inter alia, the continuing connected transactions between the GENHK Group and GENM Group for the Company's agreement to procure the relevant members of the GENHK Group to provide to the relevant members of the GENM Group as and when required from time to time the 2014 GENHK-GENM Services under the 2014 GENHK-GENM Services Agreement. The 2014 GENHK-GENM Services Agreement will be expiring on 31 December 2016, and the Company and GENM have entered into the 2017 GENHK-GENM Services Agreement on 30 December 2016 to extend the term of the 2014 GENHK-GENM Services Agreement for a further fixed term of three (3) years from 1 January 2017 to 31 December 2019 and to modify the scope of services under the 2014 GENHK-GENM Services Agreement.

2. SUMMARY OF TERMS

Date	: 30 December 2016
Parties	: (a) the Company; and (b) GENM
Extended Term	: A fixed term of three (3) years commencing from 1 January 2017 and expiring on 31 December 2019, subject to termination by either party giving not less than 90 days' notice (or such other period as agreed in writing) to the other party.
Provision of the 2017 GENHK-GENM Services	: The Company has agreed to procure the relevant members of the GENHK Group to provide to the relevant members of the GENM Group as and when required from time to time the 2017 GENHK-GENM Services, which include the following:

- (a) leasing of office space and equipment services and ancillary services;
- (b) tourism and consultancy services and ancillary services;
- (c) ticket-related services;
- (d) marketing and promotion services and ancillary services;
- (e) purchase of holiday package services and ancillary services; and
- (f) aviation related services.

Service Fees : The services fees receivable from the relevant GENM Group Company in respect of the 2017 GENHK-GENM Services shall be determined by applying the pricing policies and guidelines below provided that the rate of the service fees must always be at market rate and at arm's length, and if a market rate is not readily available, at such rate as may be mutually agreed between the relevant contracting parties by reference to transactions comparable with those entered into with independent third parties:

For leasing of office space and equipment services and ancillary services:

For leases on a continuing basis, the fees payable will be based a fixed rate of monthly rental per lease contract. For leases on one-off basis, the fees payable will be based on a fixed price. In determining these fees, GENHK Group will consider the prevailing market rate based on the prices quoted for similar types of property or venue for leasing by independent third parties in the neighbouring area.

For tourism and consultancy services and ancillary services:

Fixed price referenced to the costs per work station. In determining the price, GENHK Group will consider the prevailing market price as quoted by independent suppliers for similar services, and the manpower resources required.

For ticket-related services:

Discount based on number of tickets at a rate which is comparable to the rate offered to independent third party travel agents or event organizers for volume purchase.

For marketing and promotion services and ancillary services:

The service fee will depend on the particular services provided, but will always be based on the costs of provision of such services plus fixed rate of mark-up. In agreeing with fees required for the particular service, the relevant contracting parties will take into account factors including the nature and scope of the marketing and promotion activities, the value of the underlying product(s) which is/are subject to promotion and the resources (such as floor area and manpower) required for performance of such services and the prevailing market rate for similar services quoted from independent suppliers.

For purchase of holiday packages services and ancillary services:

Fees payable will be based on costs of provision of such services plus fixed rate of mark-up with reference to corporate rates or net contractual rates as offered by independent third party airlines or travel agents.

For aviation related services:

The service fee for aviation related services will be a fixed fee, which will be based on the prevailing market rate for similar services at the relevant time and the relevant location of the aircraft. In determining the prevailing marketing prices, GENHK Group will consider quotes from independent parties for similar services.

The relevant GENM Group Company shall settle the fees payable in respect of any 2017 GENHK-GENM Services in cash within 30 days (or such other period as agreed) from the date of an invoice from the relevant GENHK Group Company.

Annual Cap

The Annual Cap for the 2017 GENHK-GENM Services to be provided by the relevant members of the GENHK Group to the relevant members of the GENM Group under the term of the 2017 GENHK-GENM Services Agreement for each of the financial years ending 31 December 2017, 31 December 2018 and 31 December 2019 will not exceed the amounts set out below:

<u>Financial years ending</u>	<u>Annual Cap</u>
31 December 2017	US\$1,500,000 (approximately HK\$11,700,000)
31 December 2018	US\$1,500,000 (approximately HK\$11,700,000)
31 December 2019	US\$2,000,000 (approximately HK\$15,600,000)

The Annual Cap has been determined based on a number of factors, which include:

- (a) previous levels of the 2014 GENHK-GENM Services provided by the relevant members of the GENHK Group to the relevant members of the GENM Group;
- (b) new services to be provided under the 2017 GENHK-GENM Services Agreement; and
- (c) a reasonable amount to cater for any unexpected additional 2017 GENHK-GENM Services that may be required by the GENM Group during the financial years ending 31 December 2017, 2018 and 2019, depending on the requirements of the GENM Group as at that time.

The aggregate transaction values in respect of the provision of the 2014 GENHK-GENM Services by the relevant members of the GENHK Group to the relevant members of the GENM Group for the financial years ended 31 December 2014 and 2015 and for the nine months ended 30 September 2016 were approximately US\$38,000 (approximately HK\$296,000), US\$47,000 (approximately HK\$367,000) and US\$30,400 (approximately HK\$237,000) respectively.

The specific terms and conditions (including any fees receivable) relating to the 2017 GENHK-GENM Services shall be set out in the relevant agreements entered into or to be entered into in respect thereof as agreed between the relevant members of GENHK Group and GENM Group pursuant to the 2017 GENHK-GENM Services Agreement.

CONTINUING CONNECTED TRANSACTIONS

Tan Sri Lim and Mr. Lim are each Executive Directors and connected persons of the Company. Each of Tan Sri Lim and Mr. Lim is a beneficiary of a discretionary trust, whose trustee in its capacity as trustee of such discretionary trust indirectly holds more than 30% of the equity interests in GENT. GMC is a wholly-owned subsidiary of GENT. GENM and GENS are also subsidiaries of GENT. Accordingly, pursuant to the Listing Rules, each of GMC, GENM and GENS (being the parties to the respective 2017 Services Agreements) is considered to be an associate of each of Tan Sri Lim and Mr. Lim for the purposes of Chapter 14A of the Listing Rules, and is therefore a connected person of the Company under the Listing Rules. As a result, the transactions contemplated under the 2017 Services Agreements constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

REASONS FOR THE CONTINUING CONNECTED TRANSACTIONS

The principal activity of the Company is investment holding. The Company's subsidiaries are principally engaged in the business of cruise and cruise-related operations and leisure, entertainment and hospitality activities.

The principal business of GMC is provision of management services.

GENM is involved in a tourist resort business at Genting Highlands and its principal activities cover leisure and hospitality services, which comprise gaming, hotel, entertainment and amusement. The principal activities of GENM's subsidiaries include operation of casinos, property investment and management, leisure and hospitality services, investments, tours and travel related services, provision of sales and marketing services and information technology related services.

The principal activity of GENS is that of an investment holding company. The principal activities of GENS' subsidiaries include the development and operation of integrated resort, operation of casinos, provision of sales and marketing support services to leisure and hospitality related businesses and investments.

The 2017 Services Agreements were arrived at after arm's length negotiation between each of the parties. The continuing connected transactions contemplated under the 2017 GENT-GENHK Services Agreement, the 2017 GENM-GENHK Services Agreement and the 2017 GENS-GENHK Services Agreement will continue to facilitate the operation of the Group's business and administration in general. The continuing connected transactions contemplated under the 2017 GENHK-GENM Services Agreement and the 2017 GENHK-GENS Services Agreement will continue to generate revenue to the Group. Accordingly, the Board (including the Independent Non-executive Directors) (with each of Tan Sri Lim and Mr. Lim who (by virtue of his connected relationships with GMC, GENM and GENS as disclosed in the section headed "CONTINUING CONNECTED TRANSACTIONS" of this announcement) is regarded as having a material interest in the transactions and has abstained from voting on the 2017 Services Agreements) considers that the terms of the 2017 Services Agreements are on normal commercial terms, that their terms are fair and reasonable and in the interest of the Company and its shareholders as a whole and that the 2017 Services Agreements were entered into in the ordinary and usual course of the Group's businesses and on terms not less favourable to the Company than terms available from or to other independent third parties. It is expected that the fees payable by the Group in respect of the GENT-GENHK Services, the 2017 GENM-GENHK Services and the 2017 GENS-GENHK Services will be settled out of the internal resources of the Group.

II. AGGREGATION WITH THE EXISTING CONTINUING CONNECTED TRANSACTIONS

Following from the recent disposal by GENT and GENM of their respective equity interests in the Company to Golden Hope Limited (as trustee of the Golden Hope Unit Trust) (a substantial shareholder of the Company), GENT, GENM and GMC are now connected persons of the Company only by virtue of their connection to each of Tan Sri Lim and Mr. Lim in the manner described above, having ceased to be connected to the Company via GENT and GENM's respective equity interests in the Company. Accordingly, the Annual Caps of the 2017 Services Agreements will now be aggregated with the Annual Caps of the Existing CCTs under the Existing CCTs Agreements as listed below for the financial years ending 31 December 2017 and 2018, due to their similar nature, for the purpose of the Listing Rules.

A. RICH HOPE TENANCY AGREEMENT

SUMMARY OF TERMS

Rich Hope entered into the Rich Hope Tenancy Agreement with SCHK on 9 December 2015, the material terms of which are summarized below :-

- Date** : 9 December 2015
- Parties** : (a) Rich Hope (as landlord); and
(b) SCHK (as tenant)
- Term** : Two (2) years commenced from 1 January 2016 and expiring on 31 December 2017, subject to termination by either party giving not less than 60 days' notice to the other party within the second 12-month period of the term.
- Premises** : Flat No. 8 on the 46th Floor (including the Roof Garden thereof) of the Apartment Tower on the Western Side of Convention Plaza, No. 1 Harbour Road, Hong Kong (the "**Apartment**"). The Apartment has a gross area of 2,987 sq. ft. with a walk-out garden of 1,829 sq. ft..
- Use** : Residential
- Monthly Rental** : Fixed rent of HK\$160,000 per calendar month, exclusive of rates and management fee (including air-conditioning fee).
- The rental was arrived at on an arm's length basis and normal commercial terms with reference to a valuation report in respect of the market rental of the Apartment issued by an independent surveyor (the "**Valuation Report**").

Annual Cap

The Annual Cap for the Apartment lease under the Rich Hope Tenancy Agreement for the financial year ending 31 December 2017 will not exceed HK\$2,500,000.

The Annual Cap has been determined based on a number of factors, which include:

- (a) the existing rental under the terms of the Rich Hope Tenancy Agreement; and
- (b) a reasonable amount to cater for disbursements that may become payable under the terms of the Rich Hope Tenancy Agreement.

The aggregate fees that SCHK paid for the lease of the Apartment for each of the financial years ended 31 December 2014 and 31 December 2015 and the fees paid under the Rich Hope Tenancy Agreement for the nine months ended 30 September 2016 were approximately HK\$1,800,000, HK\$1,800,000 and HK\$1,440,000 respectively.

Continuing Connected Transactions

Rich Hope is a company in which each of Tan Sri Lim and his wife has an attributable interest as to 50%. Rich Hope is an associate of each of Tan Sri Lim and his wife, each of whom is a connected person of the Company for the purpose of the Listing Rules and hence, Rich Hope is a connected person of the Company. SCHK is an indirect wholly-owned subsidiary of the Company. Accordingly, the transactions contemplated under the Rich Hope Tenancy Agreement constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

Reasons for the transactions

The principal business of Rich Hope is property investment.

The lease of the Apartment is primarily to cater for the frequent business visits to the Company's office in Hong Kong by senior executives who are overseas-based.

The Rich Hope Tenancy Agreement was entered into in the ordinary and usual course of the Group's business. The terms of the Rich Hope Tenancy Agreement, including but not limited to the rental, are fair and reasonable and were negotiated and arrived at on normal commercial terms and are no less favourable to the Group than terms available to other independent third parties as the rental is below the market rental rate opined upon by the independent surveyor in the Valuation Report. Accordingly, it is in the interests of the Company and its shareholders as a whole for the Group to enter into the Rich Hope Tenancy Agreement.

B. AMBADELL LEASE AGREEMENT

SUMMARY OF TERMS

SCA entered into the Ambadell Lease Agreement with Ambadell on 21 September 2015, the material terms of which are summarized below :-

Date : 21 September 2015

Parties : (a) Ambadell (as landlord); and
(b) SCA (as tenant)

Term : Two (2) years and four (4) months commenced from 1 September 2015 and expiring on 31 December 2017, subject to termination by SCA giving not less than 60 days' notice to Ambadell any time after 31 August 2016.

Premises : Suite 801, Level 8, Sussex Centre, 401 Sussex Street, Sydney NSW 2000, Australia (the "**Office Premises**"). The Office Premises has an area of 79.6 sq. m..

Use : Commercial

Annual Rental : Office – approximately AUD45,000 per annum plus GST
Car Parking – approximately AUD6,000 per annum plus GST
Exterior Signage – approximately AUD4,000 per annum plus GST

Annual Rent Review at a 3% fixed increase (in respect of office and car parking rental amount) on each anniversary.

The rental was arrived at on an arm's length basis and normal commercial terms with reference to the average commercial rental price in the area of the Office Premises in the Southern Sydney central business district.

Annual Cap

The Annual Cap for the Office Premises lease under the Ambadell Lease Agreement for the financial year ending 31 December 2017 will not exceed AUD114,000 (equivalent to approximately HK\$661,000).

The Annual Cap has been determined based on a number of factors, which include:

- (a) the existing rental under the terms of the Ambadell Lease Agreement; and
- (b) a reasonable amount to cater for disbursements that may become payable under the terms of the Ambadell Lease Agreement.

The aggregate fees that SCA paid for the lease of the Office Premises for each of the financial years ended 31 December 2014 and 31 December 2015 and the fees paid under the Ambadell Lease Agreement for the nine months ended 30 September 2016 were approximately AUD63,000 (equivalent to approximately HK\$365,000), AUD87,000 (equivalent to approximately HK\$505,000) and AUD41,000 (equivalent to approximately HK\$238,000) respectively.

Continuing Connected Transactions

Ambadell is a company ultimately wholly-owned by Golden Hope Limited (as trustee of the Golden Hope Unit Trust) which is a substantial shareholder of the Company. Ambadell, as an associate of Golden Hope Limited (as trustee of the Golden Hope Unit Trust), is a connected person of the Company. SCA is an indirect wholly-owned subsidiary of the Company. Accordingly, the transactions contemplated under the Ambadell Lease Agreement constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

Reasons for the transactions

The principal business of Ambadell is property investment and management services.

The lease of the Office Premises is primarily used as a sales office for SCA in Australia.

The Ambadell Lease Agreement was entered into in the ordinary and usual course of the Group's business. The terms of the Ambadell Lease Agreement, including but not limited to the rental, are fair and reasonable and were negotiated and arrived at on normal commercial terms and are no less favourable to the Group than terms available to other independent third parties as the rental (including the annual increase) during the term of the Ambadell Lease Agreement is comparable to the prevailing market rate in the area of the Office Premises in the Southern Sydney central business district. Accordingly, it is in the interests of the Company and its shareholders as a whole for the Group to enter into the Ambadell Lease Agreement.

C. AMBADELL SERVICES AGREEMENT

SUMMARY OF TERMS

SCA entered into the Ambadell Services Agreement with Ambadell on 7 June 2016, the material terms of which are summarized below:-

Date	: 7 June 2016
Parties	: (a) Ambadell (as service provider); and (b) SCA (as service recipient)
Term	: Two (2) years commenced from 1 January 2016 to 31 December 2017, subject to termination by either party giving not less than 90 days' notice to the other party.
Scope of services	: Administrative, accounting and other support services

Service Fees : On the pricing basis of cost plus 5% mark-up, the mark-up is to be reviewed and determined from time to time. The service fee is determined with reference to the prevailing market rate for similar services quoted from independent suppliers. It is currently charged at AUD3,300 (equivalent to approximately HK\$19,000) per month.

Annual Cap

The Annual Cap for the services under the Ambadell Services Agreement for the financial year ending 31 December 2017 will not exceed AUD52,000 (equivalent to approximately HK\$302,000).

The Annual Cap has been determined based on a number of factors, which include:

- (a) the historical transaction values for the relevant transactions; and
- (b) a reasonable amount to cater for any unexpected additional services that may be required by SCA during the financial year ending 31 December 2017, depending on the requirements of SCA as at that time.

The aggregate fees that the Group paid for similar services provided under a services agreement with another connected party for each of the financial years ended 31 December 2014 and 31 December 2015 and the fees paid under the Ambadell Services Agreement for the nine months ended 30 September 2016 were approximately AUD40,000 (equivalent to approximately HK\$232,000), AUD40,000 (equivalent to approximately HK\$232,000) and AUD30,000 (equivalent to approximately HK\$174,000) respectively.

Continuing Connected Transactions

As aforesaid, Ambadell is a connected person of the Company. SCA is an indirect wholly-owned subsidiary of the Company. Accordingly, the transactions contemplated under the Ambadell Services Agreement will constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

Reasons for the transactions

In order to lower the operation costs of its sales office in Sydney, SCA engaged the services of Ambadell for administrative, accounting and other support services.

The Ambadell Services Agreement is in the ordinary and usual course of business of the Group. The terms of the Ambadell Services Agreement, including but not limited to the services fee, are fair and reasonable and were negotiated and arrived at on normal commercial terms and are no less favourable to the Group than terms available to other independent third parties. Accordingly, it is in the interests of the Company and its shareholders as a whole for the Group to enter into the Ambadell Services Agreement.

D. 3RD VALLEY TRANSACTIONS

SUMMARY OF TERMS

The Company entered into the GHK Services Agreement and 3rd Valley Services Agreement with 3rd Valley, the material terms of which are summarized below :-

(a) GHK Services Agreement

Date	:	31 December 2015
Parties	:	(a) The Company (as service provider); and (b) 3 rd Valley (as service recipient)
Term	:	Three (3) years from 1 January 2016 to 31 December 2018
Scope of services and pricing principles	:	3 rd Valley may engage the Company to provide, and procure the Group to provide, the following services to the 3 rd Valley Group from time to time according to the following pricing principles:-

Services

Travel agency and other related services

Leasing of hotel rooms, shops and/or other areas and other ancillary services

Sales, contact centre, marketing, advertising and promotion related services

Pricing Principles

According to the published or market rates with discounts available to independent customers for similar services

According to the published or market rates with discounts available to independent customers for similar premises or services

Cost of providing the services plus 5% to 15% which varies by reference to the nature and complexity of the services, manpower that may involve and the prevailing market rates that are offered to independent third parties

(b) 3rd Valley Services Agreement

Date	:	31 December 2015
Parties	:	(a) 3 rd Valley (as service provider); and (b) The Company (as service recipient)
Term	:	Three (3) years from 1 January 2016 to 31 December 2018
Scope of services and pricing principles	:	The Company may engage 3 rd Valley to provide, and procure 3 rd Valley Group to provide, the following services to the Group from time to time according to the following pricing principles:-

Services

Pricing Principles

Hotel operation related and supporting services, including without limitation food and beverage provisioning, catering, laundry services, transportation services, housekeeping supporting services, leasing of equipment and facilities

According to the published or market rates with discounts available to independent customers for similar services

Ski tickets sales and related services

According to the published or market rates with discounts available to independent customers for similar services

Property management, repair and maintenance and ancillary related services

Cost of providing the services plus 5% to 15% which varies by reference to the nature and complexity of the services, manpower that may involve and the prevailing market rates that offered to independent third parties

Leasing of rooms, dormitory, convention or function room, activity equipment and facilities and ancillary related services

According to the published or market rates with discounts available to independent customers for similar premises, equipment or services

Annual Cap

The Annual Caps for the amount (i) receivable under the GHK Services Agreement for each of the two (2) financial years ending 31 December 2017 and 2018 will be US\$119,000 (equivalent to approximately HK\$928,000) and US\$131,000 (equivalent to approximately HK\$1,022,000) respectively; and (ii) payable under the 3rd Valley Services Agreement for each of the two (2) financial years ending 31 December 2017 and 2018 will be US\$621,000 (equivalent to approximately HK\$4,844,000) and US\$683,000 (equivalent to approximately HK\$5,327,000) respectively.

The Annual Caps have been determined based on a number of factors, which include:

- (a) previous levels of the services provided under the GHK Services Agreement and the 3rd Valley Services Agreement;
- (b) increased levels and volumes of the services anticipated due to estimated increase in business activities of the Group in the coming two years; and
- (c) a reasonable amount to cater for any unexpected additional services that may be required by the Group or 3rd Valley Group (as the case may be) during the financial years ending 31 December 2017 and 2018.

The aggregate transaction values in respect of the services provided by the Group to 3rd Valley Group, and/or vice versa for each of the financial years ended 31 December 2014 and 31 December 2015 and the aggregate services fees paid/received under the GHK Services Agreement and the 3rd Valley Services Agreement for the nine months ended 30 September 2016 were set out below :-

Financial year/period ended	Received by the Group from 3 rd Valley Group	Paid by the Group to 3 rd Valley Group
2014	USD59,000	USD290,000
2015	USD32,000	USD252,000
2016 (first 9 months)	USD 54,000	USD15,000

Continuing Connected Transactions

3rd Valley is indirectly owned as to 59.95% by Datuk CW Lim, a brother of Tan Sri Lim and an uncle of Mr. Lim, and 40.05% by Golden Hope Limited (as trustee of Golden Hope Unit Trust). By virtue of the 40.05% and 59.95% indirect equity interests in 3rd Valley held respectively by Golden Hope Limited (as trustee of Golden Hope Unit Trust) (a substantial shareholder of the Company) and Datuk

CW Lim (a brother of Tan Sri Lim), 3rd Valley is regarded as a connected person of the Company and hence, the transactions contemplated under the GHK Services Agreement and the 3rd Valley Services Agreement constitute continuing connected transactions of the Company pursuant to Chapter 14A of the Listing Rules.

Reasons for the transactions

3rd Valley is a corporation organized and existing under the laws of the PRC. 3rd Valley is an owner of various properties including without limitation Genting Grand Hotel located at Chongli County, China, and mainly engages in construction and operation of hotel and ancillary facilities and real estate projects.

The Group is currently engaged in the operation of a 30-room boutique hotel, namely, Genting World, and a 16-room budget hotel, namely, Genting Star Chongli, and the construction of certain ski apartments, namely, Genting Residences, at Chongli Prefecture, China. As such, the Group may require certain hotel operation and management support services from time to time, to lower its operating costs. Having a business partner within the neighbourhood, the Group may obtain reliable support services from relevant members of the 3rd Valley Group at minimal transportation costs, with the quality of services and goods being secured. The Group may also further promote and expand its operations in China by strengthening its business cooperation with 3rd Valley through providing various services to 3rd Valley Group.

The GHK Services Agreement and the 3rd Valley Services Agreement were entered into in the ordinary and usual course of business of the Group, the terms of which were determined after arm's length negotiation between the parties with reference to prevailing market rates and practice, are fair and reasonable and were negotiated and arrived at on normal commercial terms and are no less favourable to the Group than terms available from/to (as the case may be) other independent third parties. Accordingly, it is in the interests of the Company and its shareholders as a whole for the Group to enter into the GHK Services Agreement and the 3rd Valley Services Agreement.

The specific terms and conditions (including any fees received/paid and/or receivable/payable) relating to the services are set out in the relevant agreements entered or to be entered into in respect thereof as agreed between the relevant members of the Group and 3rd Valley Group pursuant to the GHK Services Agreement and the 3rd Valley Services Agreement, where applicable, and the amount of fees for different categories of services are determined by reference to the above pricing principles and the relevant prevailing market rates.

LISTING RULES IMPLICATIONS

The relevant percentage ratios in respect of each of the annual amounts (i) payable by (a) SCHK to Rich Hope under the Rich Hope Tenancy Agreement, and by SCA to Ambadell under the Ambadell Lease Agreement collectively (they are aggregated due to the counterparties to these transactions being associated with each other and the nature of the transactions being similar); (b) SCA to Ambadell under the Ambadell Services Agreement; (c) the GENHK Group to the 3rd Valley Group under the 3rd Valley Services Agreement; and (ii) receivable by the GENHK Group from the 3rd Valley Group under the GHK Services Agreement, are under 0.1% and are de minimis transactions fully exempted from reporting, annual review, announcement and independent shareholders' approval requirements.

As disclosed above, it is anticipated that when the Annual Caps of the Existing CCTs aggregate with the Annual Caps of the 2017 Services Agreements, some or all of the relevant percentage ratios in respect of each of (i) the total annual amounts payable by (a) the GENHK Group to GMC, the GENM Group, the GENS Group and the 3rd Valley Group; (b) SCHK to Rich Hope; and (c) SCA to Ambadell; and (ii) the total annual amounts receivable by the GENHK Group from the GENS Group, the GENM Group and the 3rd Valley Group in relation to the continuing connected transactions contemplated under the 2017 Services Agreements and the Existing CCTs Agreements will exceed 0.1% but all of them, both individually and in aggregate, will be less than 5%, and accordingly such transactions will be subject to the reporting, annual review and announcement requirements but exempted from the independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

In the event that any Annual Cap of the Existing CCTs or Annual Cap of the 2017 Services Agreements is exceeded or any of the 2017 Services Agreements and Existing CCTs Agreements is further renewed or materially varied in respect of the terms thereof, the Company will comply with the reporting, annual review, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules, where applicable.

DEFINITIONS

In this announcement, the following terms shall have the meaning set opposite to them unless the context requires otherwise:

“2014 GENHK-
GENM Services”

the services provided/to be provided by the relevant members of the GENHK Group to the relevant members of the GENM Group pursuant to the 2014 GENHK-GENM Services Agreement which include (a) leasing of office space and equipment services; (b) tourism consultancy services; and (c) such other services in relation to leasing of office space and equipment services, tourism consultancy services, and administrative services as may be agreed between the parties from time to time;

“2014 GENHK-GENM Services Agreement”	the agreement dated 31 March 2011 entered into between the Company and GENM (as supplemented by its first supplemental agreement dated 23 December 2013) whereby the Company has agreed to procure the relevant members of the GENHK Group to provide the 2014 GENHK-GENM Services to the relevant members of the GENM Group as and when required from time to time;
“2014 GENHK-GENS Services”	the services provided/to be provided by the relevant members of the GENHK Group to the relevant members of the GENS Group pursuant to the 2014 GENHK-GENS Services Agreement which include (a) air ticket purchasing services; (b) travel related services; (c) administrative services including human resources and payroll related services; (d) leasing of office space and equipment services; and (e) other services in relation to those stated under paragraphs (a) to (d) above as may be agreed between the parties from time to time;
“2014 GENHK-GENS Services Agreement”	the agreement dated 31 March 2011 entered into between the Company and GENS (as supplemented by its first supplemental agreement dated 23 December 2013) whereby the Company has agreed to procure the relevant members of the GENHK Group to provide the 2014 GENHK-GENS Services to the relevant members of the GENS Group as and when required from time to time;
“2014 GENM-GENHK Services”	the services provided/to be provided by the relevant members of the GENM Group to the relevant members of the GENHK Group pursuant to the 2014 GENM-GENHK Services Agreement, which include (a) air ticket purchasing services; (b) leasing of office space; (c) travel services; (d) information technology and implementation, support and maintenance services; and (e) other services in relation to travel services, purchasing services and information technology support services as may be agreed between the parties from time to time;
“2014 GENM-GENHK Services Agreement”	the agreement dated 20 December 2010 entered into between GENM and the Company (as supplemented by its first supplemental agreement dated 31 October 2011 and second supplemental agreement dated 23 December 2013) whereby GENM has agreed to procure the relevant members of the GENM Group to provide the 2014 GENM-GENHK Services to the relevant members of the GENHK Group as and when required from time to time;

“2014 GENS-GENHK Services”	the services provided/to be provided by the relevant members of the GENS Group to the relevant members of the GENHK Group pursuant to the 2014 GENS-GENHK Services Agreement, which include (a) information technology and implementation, support and maintenance services; (b) leasing and management, housekeeping and maintenance services; (c) administrative and other support services; and (d) other services in relation to paragraphs (a) to (c) above as may be agreed between the parties from time to time;
“2014 GENS-GENHK Services Agreement”	the agreement dated 20 December 2010 entered into between GENS and the Company (as supplemented by its first supplemental agreement dated 30 March 2012 and second supplemental agreement dated 23 December 2013) whereby GENS has agreed to procure the relevant members of GENS Group to provide the 2014 GENS-GENHK Services to the relevant members of the GENHK Group as and when required from time to time;
“2014 GENT-GENHK Services Agreement”	the agreement dated 20 December 2010 entered into between GMC and the Company (as supplemented by its first supplemental agreement dated 23 December 2013) whereby GMC has agreed to provide the GENT-GENHK Services to the relevant members of the GENHK Group as and when required from time to time;
“2017 GENHK-GENM Services”	the services to be provided by the relevant members of the GENHK Group to the relevant members of the GENM Group pursuant to the 2017 GENHK-GENM Services Agreement as stated in paragraph “E. The 2017 GENHK-GENM SERVICES AGREEMENT – 2. SUMMARY OF TERMS” of this announcement;
“2017 GENHK-GENM Services Agreement”	the agreement entered into between the Company and GENM on 30 December 2016 whereby the Company has agreed to procure the relevant members of the GENHK Group to provide the 2017 GENHK-GENM Services to the relevant members of the GENM Group as and when required from time to time;
“2017 GENHK-GENS Services”	the services to be provided by the relevant members of the GENHK Group to the relevant members of the GENS Group pursuant to the 2017 GENHK-GENS Services Agreement as stated in paragraph “D. The 2017 GENHK-GENS SERVICES AGREEMENT – 2. SUMMARY OF TERMS” of this announcement;

“2017 GENHK-GENS Services Agreement”	the agreement entered into between the Company and GENS on 30 December 2016 whereby GENHK has agreed to procure the relevant members of the GENHK Group to provide the 2017 GENHK-GENS Services to the relevant members of the GENS Group as and when required from time to time;
“2017 GENM-GENHK Services”	the services to be provided by the relevant members of the GENM Group to the relevant members of the GENHK Group pursuant to the 2017 GENM-GENHK Services Agreement as stated in paragraph “B. The 2017 GENM-GENHK SERVICES AGREEMENT – 2. SUMMARY OF TERMS” of this announcement;
“2017 GENM-GENHK Services Agreement”	the agreement entered into between GENM and the Company on 30 December 2016 whereby GENM has agreed to procure the relevant members of the GENM Group to provide the 2017 GENM-GENHK Services to the relevant members of the GENHK Group as and when required from time to time;
“2017 GENS-GENHK Services”	the services to be provided by the relevant members of the GENS Group to the relevant members of the GENHK Group pursuant to the 2017 GENS-GENHK Services Agreement as stated in paragraph “C. The 2017 GENS-GENHK SERVICES AGREEMENT – 2. SUMMARY OF TERMS” of this announcement;
“2017 GENS-GENHK Services Agreement”	the agreement entered into between GENS and the Company on 30 December 2016 whereby GENS has agreed to procure the relevant members of the GENS Group to provide the 2017 GENS-GENHK Services to the relevant members of the GENHK Group as and when required from time to time;
“2017 GENT-GENHK Services Agreement”	the agreement entered into between GMC and the Company on 30 December 2016 whereby GMC has agreed to provide the GENT-GENHK Services to the relevant members of the GENHK Group as and when required from time to time;
“2017 Services Agreements”	collectively, the 2017 GENT-GENHK Services Agreement, the 2017 GENM-GENHK Services Agreement, the 2017 GENS-GENHK Services Agreement, the 2017 GENHK-GENS Services Agreement and the 2017 GENHK-GENM Services Agreement;

“3 rd Valley”	三道溝(張家口)旅遊勝地有限公司(3 rd Valley (Zhang Jia Kou) Resort Corporation), a company incorporated in the PRC and indirectly owned as to 59.95% by Datuk CW Lim (a brother of Tan Sri Lim and an uncle of Mr. Lim) and 40.05% by Golden Hope Limited (as trustee of Golden Hope Unit Trust);
“3 rd Valley Group”	3 rd Valley and its subsidiaries;
“3 rd Valley Services Agreement”	the services agreement entered into between 3 rd Valley and the Company dated 31 December 2015 whereby certain services are provided by 3 rd Valley Group to the Group;
“Ambadell”	Ambadell Pty Limited, a company incorporated in Australia (ABN 49 003 994 527) ultimately wholly-owned by Golden Hope Limited (as trustee of the Golden Hope Unit Trust) which is a substantial shareholder of the Company;
“Ambadell Lease Agreement”	the agreement entered into between Ambadell (as landlord) and SCA (as tenant) dated 21 September 2015;
“Ambadell Services Agreement”	the services agreement between Ambadell and SCA dated 7 June 2016 whereby certain services are provided by Ambadell to SCA;
“Annual Cap”	the maximum aggregate annual value;
“associate”	has the meaning ascribed to it under the Listing Rules;
“AUD”	Australian dollars, the lawful currency of Australia;
“Board”	the board of Directors of the Company;
“China” or “PRC”	the People’s Republic of China, which, for the purposes of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China, and Taiwan;
“Company” or “GENHK”	Genting Hong Kong Limited, an exempted company continued into Bermuda with limited liability having its shares primary listed on the Main Board of the Stock Exchange and secondary listed on the Main Board of the Singapore Exchange Securities Trading Limited;
“connected person”	has the meaning ascribed to it under the Listing Rules;
“Datuk CW Lim”	Datuk Lim Chee Wah, a brother of Tan Sri Lim and an uncle of Mr. Lim, holds 59.95% indirect equity interests in 3 rd Valley and is one of its directors;

“Director”	a director of the Company and "Directors" shall be construed accordingly;
“Existing CCTs”	collectively, the transactions contemplated under each of the Existing CCTs Agreements;
“Existing CCTs Agreements”	collectively, the Rich Hope Tenancy Agreement, Ambadell Lease Agreement, Ambadell Services Agreement, GHK Services Agreement and 3 rd Valley Services Agreement;
“GENM”	Genting Malaysia Berhad, a company incorporated in Malaysia and listed on the Main Market of Bursa Malaysia Securities Berhad, and an associate of Tan Sri Lim and Mr. Lim as of the date of this announcement;
“GENM Group”	GENM and its subsidiaries; and “GENM Group Company” means any one of them;
“GENS”	Genting Singapore PLC, a company incorporated in the Isle of Man and listed on the Main Board of the Singapore Exchange Securities Trading Limited and a subsidiary of GENT, and an associate of Tan Sri Lim and Mr. Lim as of the date of this announcement;
“GENS Group”	GENS and its subsidiaries; and “GENS Group Company” means any one of them;
“GENT”	Genting Berhad, a company incorporated in Malaysia and listed on the Main Market of Bursa Malaysia Securities Berhad and the parent company of GMC, GENM and GENS, and an associate of Tan Sri Lim and Mr. Lim as of the date of this announcement;
“GENT-GENHK Services”	the services provided/to be provided by GMC to the relevant members of the GENHK Group pursuant to the 2014 GENT-GENHK Services Agreement or the 2017 GENT-GENHK Services Agreement (as the case may be) as stated in paragraph “A. The 2017 GENT-GENHK SERVICES AGREEMENT – 2. SUMMARY OF TERMS” of this announcement;
“GHK Services Agreement”	the services agreement entered into between the Company and 3 rd Valley dated 31 December 2015 whereby certain services are provided by the Group to 3 rd Valley Group;

“Golden Hope Unit Trust”	a private unit trust which is wholly held directly and indirectly by First Names Trust Company (Isle of Man) Limited as trustee of a discretionary trust, the beneficiaries of which are Tan Sri Lim, Mr. Lim and certain other members of Tan Sri Lim’s family;
“GMC”	Genting Management and Consultancy Services Sdn Bhd, a company incorporated in Malaysia, and a wholly-owned subsidiary of GENT;
“Group” or “GENHK Group”	the Company and its subsidiaries; and “GENHK Group Company” means any one of them;
“GST”	Goods and Services Tax
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Mr. Lim”	Mr. Lim Keong Hui, an Executive Director and a substantial shareholder of the Company; and a son of Tan Sri Lim;
“Rich Hope”	Rich Hope Limited, a company incorporated in Hong Kong in which each of Tan Sri Lim and his wife holds an attributable interest as to 50% therein;
“Rich Hope Tenancy Agreement”	the agreement entered into between Rich Hope (as landlord) and SCHK (as tenant) dated 9 December 2015;
“SCA”	Star Cruises (Australia) Pty Ltd, a company incorporated in Australia and an indirect wholly-owned subsidiary of the Company;
“SCHK”	Star Cruises (HK) Limited, a company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“subsidiary(ies)”	has the meaning as defined in the respective 2017 Services Agreements, where applicable;

“Tan Sri Lim”	Tan Sri Lim Kok Thay, the Chairman and Chief Executive Officer, an Executive Director and a substantial shareholder of the Company; and the father of Mr. Lim;
“US\$”	United States dollars, the lawful currency of the United States of America; and
“%”	Per cent.

By Order of the Board
Louisa Tam Suet Lin
Company Secretary

Hong Kong, 30 December 2016

As at the date of this announcement, the Board comprises two Executive Directors, namely Tan Sri Lim Kok Thay and Mr. Lim Keong Hui, and three Independent Non-executive Directors, namely Mr. Alan Howard Smith, Mr. Lam Wai Hon, Ambrose and Mr. Justin Tan Wah Joo.

Unless otherwise specified, the conversion of US\$ into HK\$ is based on the exchange rate of US\$1.00: HK\$7.80 and the conversion of AUD into HK\$ is based on the exchange rate of AUD1.00: HK\$5.80 for the purpose of illustration only. No representation is made that the amounts stated in this announcement have been or could have been or could be converted at the above rates.