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Genting Hong Kong Limited

(Continued into Bermuda with limited liability)

(Stock Code: 678)

CONTINUING CONNECTED TRANSACTIONS

The Company has on 23 December 2013 entered into the following supplemental agreements to extend the term of the respective agreements for a further fixed term of three (3) years commencing from 1 January 2014 to 31 December 2016:

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

GENM is a substantial shareholder of the Company and holds approximately 17.81% interest in the issued share capital of the Company as at the date of this announcement; GENT (by virtue of, inter alia, its 49.30% interest in GENM which is consolidated as a subsidiary of GENT) is also a substantial shareholder of the Company and holds

approximately 18.06% attributable interest in the issued share capital of the Company as at the date of this announcement; GENS is also a subsidiary of GENT; and hence GENT, GENM and GENS are connected persons of the Company as defined under the Listing Rules. Accordingly, the transactions contemplated under the Renewed Services Agreements constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

It is anticipated that some or all of the relevant percentage ratios in respect of each of (i) the total annual amounts payable by the Group to GMC, the GENM Group and the GENS Group; and (ii) the total annual amount receivable by the Group from the GENS Group and the GENM Group in relation to the continuing connected transactions contemplated under the Renewed Services Agreements will exceed 0.1% but all of them will be less than 5%, 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.

A. THE GENT-GENHK SERVICES AGREEMENT

1. BACKGROUND

Reference is made to the Company's announcement dated 20 December 2010 in relation to, inter alia, the continuing connected transactions between the Group and GMC in respect of the provision by GMC to the relevant members of the Group as and when required from time to time the GENT-GENHK Services under the GENT-GENHK Services Agreement. The GENT-GENHK Services Agreement will be expiring on 31 December 2013 and GMC and the Company have entered into the First Supplemental Agreement to the GENT-GENHK Services Agreement on 23 December 2013 to extend the term of the GENT-GENHK Services Agreement for a further fixed term of three (3) years from 1 January 2014 to 31 December 2016.

2. THE FIRST SUPPLEMENTAL AGREEMENT TO THE GENT-GENHK SERVICES AGREEMENT

Summary of terms

Date : 23 December 2013

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

Extended Term : A fixed term of three (3) years commencing from 1 January 2014 and expiring on 31 December 2016, subject to termination by either party giving not less than 90 days' notice to the other party.

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

- (a) secretarial services;
- (b) share registration services;
- (c) investor services; and
- (d) other services in relation to paragraphs (a) to (c) above as may be agreed between the parties from time to time.

Service Fees : The service fees payable by the relevant Group Company in respect of the GENT-GENHK Services shall be, depending on the particular service being provided, based on the total direct and indirect costs incurred to perform the abovementioned services and includes an arm's length mark-up of total costs of 10% and is to be allocated based on estimated time spent by personnel of GMC in rendering the GENT-GENHK Services to the Group alone as against the total time spent by such personnel in their performance of their other duties.

The relevant Group Company shall settle the fees payable in respect of any GENT-GENHK Services in cash within 30 days from the date of an invoice from GMC.

Annual Cap

The Board estimates that the Annual Cap for the GENT-GENHK Services to be provided by GMC to the relevant members of the Group under the term of the Amended GENT-GENHK Services Agreement for each of the financial years ending 31 December 2014, 31 December 2015 and 31 December 2016 will not exceed the amounts set out below:

<u>Financial years ending</u>	<u>Annual Cap</u>
31 December 2014	US\$500,000 (approximately HK\$3,900,000)
31 December 2015	US\$500,000 (approximately HK\$3,900,000)
31 December 2016	US\$500,000 (approximately HK\$3,900,000)

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 Group;
- (b) projected aggregate transaction values for the full year 2013 in the region of US\$4,000 (approximately HK\$31,200);

- (c) increased levels of the GENT-GENHK Services expected to be provided by GMC due to increased business activities of the Group in the three years' period in question; and
- (d) a reasonable amount to cater for any unexpected additional GENT-GENHK Services that may be required by the Group during the financial years ending 31 December 2014, 2015 and 2016, depending on the requirements of the 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 Group for the financial years ended 31 December 2011 and 2012 and for the nine months ended 30 September 2013 were approximately US\$14,601 (approximately HK\$113,888), US\$10,967 (approximately HK\$85,543) and US\$2,544 (approximately HK\$19,843) respectively.

B. THE GENM-GENHK SERVICES AGREEMENT

1. BACKGROUND

Reference is made to the Company's announcements dated 20 December 2010 and 31 October 2011 in relation to, inter alia, the continuing connected transactions between the Group and the GENM Group for GENM's agreement to procure the relevant members of the GENM Group to provide the relevant members of the Group as and when required from time to time the GENM-GENHK Services under the GENM-GENHK Services Agreement and for amending the GENM-GENHK Services Agreement for the purpose of expanding the scope of services respectively. The First Amended GENM-GENHK Services Agreement will be expiring on 31 December 2013, GENM and the Company have entered into the Second Supplemental Agreement to the GENM-GENHK Services Agreement on 23 December 2013 to extend the term of the First Amended GENM-GENHK Services Agreement for a further fixed term of three (3) years from 1 January 2014 to 31 December 2016.

2. THE SECOND SUPPLEMENTAL AGREEMENT TO THE GENM-GENHK SERVICES AGREEMENT

Summary of terms

- Date** : 23 December 2013
- Parties** : (a) GENM; and
(b) the Company
- Extended Term** : A fixed term of three (3) years commencing from 1 January 2014 and expiring on 31 December 2016, subject to termination by either party giving not less than 90 days' notice to the other party.

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

- (a) air ticketing 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.

Service Fees : The services fees payable by the relevant Group Company in respect of the Amended GENM-GENHK Services shall be, depending on the particular service being provided, based on :

- (a) the market and commercial rates which the relevant GENM Group Company may be charging and collecting from the other customers at the material time; or
- (b) such other methods of calculation as may be mutually agreed upon by the relevant GENM Group Company and the relevant Group Company provided that the rate of the fees must always be at market rate and at arm's length and on terms no less favourable to the relevant Group Company than terms available to independent third parties.

The relevant Group Company shall settle the fees payable in respect of any Amended GENM-GENHK Services in cash within 30 days from the date of an invoice from the relevant GENM Group Company.

Annual Cap

The Board estimates that the Annual Cap for the Amended GENM-GENHK Services to be provided by the relevant members of the GENM Group to the relevant members of the Group under the term of the Second Amended GENM-GENHK Services Agreement for each of the financial years ending 31 December 2014, 31 December 2015 and 31 December 2016 will not exceed the amounts set out below:

<u>Financial years ending</u>	<u>Annual Cap</u>
31 December 2014	US\$6,000,000 (approximately HK\$46,800,000)
31 December 2015	US\$7,000,000 (approximately HK\$54,600,000)
31 December 2016	US\$8,000,000 (approximately HK\$62,400,000)

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

- (a) previous levels of the GENM-GENHK Services/the Amended GENM-GENHK Services provided by the relevant members of the GENM Group to the relevant members of the Group;
- (b) projected aggregate transaction values for the full year 2013 in the region of US\$1,802,000 (approximately HK\$14,055,600);
- (c) increased levels of the Amended GENM-GENHK Services expected to be provided by the relevant members of the GENM Group due to increased business activities of the Group in the three years' period in question; and
- (d) a reasonable amount to cater for any unexpected additional Amended GENM-GENHK Services that may be required by the Group during the financial years ending 31 December 2014, 2015 and 2016, depending on the requirements of the Group as at that time.

The aggregate transaction values in respect of the provision of the GENM-GENHK Services/the Amended GENM-GENHK Services by the relevant members of the GENM Group to the relevant members of the Group for the financial years ended 31 December 2011 and 2012 and for the nine months ended 30 September 2013 were approximately US\$942,776 (approximately HK\$7,353,653), US\$1,795,170 (approximately HK\$14,002,326) and US\$1,350,583 (approximately HK\$10,534,547) respectively.

C. THE GENS-GENHK SERVICES AGREEMENT

1. BACKGROUND

Reference is made to the Company's announcements dated 20 December 2010 and 30 March 2012 in relation to, inter alia, the continuing connected transactions between the Group and the GENS Group for GENS' agreement to procure the relevant members of the GENS Group to provide the relevant members of the Group as and when required from time to time the GENS-GENHK Services under the GENS-GENHK Services Agreement and for amending the GENS-GENHK Services Agreement for the purpose of expanding the scope of services respectively. The First Amended GENS-GENHK Services Agreement will be expiring on 31 December 2013 and GENS and the Company have entered into the Second Supplemental Agreement to the GENS-GENHK Services Agreement on 23 December 2013 to extend the term of the First Amended GENS-GENHK Services Agreement for a further fixed term of three (3) years from 1 January 2014 to 31 December 2016.

2. THE SECOND SUPPLEMENTAL AGREEMENT TO THE GENS-GENHK SERVICES AGREEMENT

Summary of terms

- Date** : 23 December 2013
- Parties** : (a) GENS; and
(b) the Company
- Extended Term** : A fixed term of three (3) years commencing from 1 January 2014 and expiring on 31 December 2016, subject to termination by either party giving not less than 90 days' notice to the other party.
- Provision of the Amended GENS-GENHK Services** : GENS has agreed to procure the relevant members of the GENS Group to provide to the relevant members of the Group as and when required from time to time the Amended GENS-GENHK Services, which include the following:
- (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.
- Service Fees** : The services fees payable by the relevant Group Company in respect of the Amended GENS-GENHK Services shall be, depending on the particular service being provided, based on methods of calculation as may be mutually agreed upon by the relevant GENS Group Company and the relevant Group Company provided that the rate of the fees must always be at market rate (if a market rate is not readily available, at such rate as may be mutually agreed between the parties by reference to similar market transactions) and at arm's length and on terms no less favourable to the relevant Group Company than terms available to independent third parties.

The relevant Group Company shall settle the fees payable in respect of any Amended GENS-GENHK Services in cash within 30 days from the date of an invoice from the relevant GENS Group Company.

Annual Cap

The Board estimates that the Annual Cap for the Amended GENS-GENHK Services to be provided by the relevant members of the GENS Group to the relevant members of the Group under the term of the Second Amended GENS-GENHK Services Agreement for each of the financial years ending 31 December 2014, 31 December 2015 and 31 December 2016 will not exceed the amounts set out below:

<u>Financial years ending</u>	<u>Annual Cap</u>
31 December 2014	US\$2,000,000 (approximately HK\$15,600,000)
31 December 2015	US\$2,000,000 (approximately HK\$15,600,000)
31 December 2016	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 GENS-GENHK Services/the Amended GENS-GENHK Services provided by the relevant members of the GENS Group to the relevant members of the Group;
- (b) projected aggregate transaction values for the full year 2013 in the region of US\$41,000 (approximately HK\$319,800);
- (c) increased levels of the Amended GENS-GENHK Services expected to be provided by the relevant members of the GENS Group due to increased business activities of the Group in the three years' period in question; and
- (d) a reasonable amount to cater for any unexpected additional Amended GENS-GENHK Services that may be required by the Group during the financial years ending 31 December 2014, 2015 and 2016, depending on the requirements of the Group as at that time.

The aggregate transaction values in respect of the provision of the GENS-GENHK Services by the relevant members of the GENS Group to the relevant members of the Group for the financial years ended 31 December 2011 and 2012 and for the nine months ended 30 September 2013 were approximately US\$576,002 (approximately HK\$4,492,816), US\$44,380 (approximately HK\$346,164) and US\$30,465 (approximately HK\$237,627) respectively.

D. THE GENHK-GENS SERVICES AGREEMENT

1. BACKGROUND

Reference is made to the Company's announcement dated 31 March 2011 in relation to, inter alia, the continuing connected transactions between the Group and the GENS Group for the Company's agreement to procure the relevant members of the Group to provide to the relevant members of the GENS Group as and when required from time to time the GENHK-GENS Services under the GENHK-GENS Services Agreement. The GENHK-GENS Services Agreement will be expiring on 31 December 2013, the Company and GENS have entered into the First Supplemental Agreement to the GENHK-GENS Services Agreement on 23 December 2013 to extend the term of the GENHK-GENS Services Agreement for a further fixed term of three (3) years from 1 January 2014 to 31 December 2016.

2. THE FIRST SUPPLEMENTAL AGREEMENT TO THE GENHK-GENS SERVICES AGREEMENT

Summary of terms

- Date** : 23 December 2013
- Parties** : (a) the Company; and
(b) GENS
- Extended Term** : A fixed term of three (3) years commencing from 1 January 2014 and expiring on 31 December 2016, subject to termination by either party giving not less than 90 days' notice to the other party.
- Provision of the GENHK-GENS Services** : GENHK has agreed to procure the relevant members of the Group to provide to the relevant members of the GENS Group as and when required from time to time the GENHK-GENS Services, which include the following:
- (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.

Service Fees : The services fees chargeable to the relevant GENS Group Company in respect of the GENHK-GENS Services shall be, depending on the particular service being provided, based on methods of calculation as may be mutually agreed upon by the relevant Group Company and the relevant GENS Group Company provided that the rate of the fees must always be at market rate (if a market rate is not readily available, at such rate as may be mutually agreed between the parties by reference to similar market transactions) and at arm's length and on terms no more favourable to the relevant GENS Group Company than terms available to independent third parties.

The relevant GENS Group Company shall settle the fees payable in respect of any GENHK-GENS Services in cash within 30 days from the date of an invoice from the relevant Group Company.

Annual Cap

The Board estimates that the Annual Cap for the GENHK-GENS Services to be provided by the relevant members of the Group to the relevant members of the GENS Group under the term of the Amended GENHK-GENS Services Agreement for each of the financial years ending 31 December 2014, 31 December 2015 and 31 December 2016 will not exceed the amounts set out below:

<u>Financial years ending</u>	<u>Annual Cap</u>
31 December 2014	US\$4,000,000 (approximately HK\$31,200,000)
31 December 2015	US\$4,000,000 (approximately HK\$31,200,000)
31 December 2016	US\$4,000,000 (approximately HK\$31,200,000)

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

- (a) previous levels of the GENHK-GENS Services provided by the relevant members of the Group to the relevant members of the GENS Group;
- (b) projected aggregate transaction values for the full year 2013 in the region of US\$212,000 (approximately HK\$1,653,600);
- (c) increased levels of the GENHK-GENS Services expected to be provided by the relevant members of the Group due to increased business activities of the GENS Group in the three years' period in question; and
- (d) a reasonable amount to cater for any unexpected additional GENHK-GENS Services that may be required by the GENS Group during the financial years ending 31 December 2014, 2015 and 2016, depending on the requirements of the GENS Group as at that time.

The aggregate transaction values in respect of the provision of the GENHK-GENS Services by the relevant members of the Group to the relevant members of the GENS Group for the financial years ended 31 December 2011 and 2012 and for the nine months ended 30 September 2013 were approximately US\$83,853 (approximately HK\$654,053), US\$153,055 (approximately HK\$1,193,829) and US\$158,861 (approximately HK\$1,239,116) respectively.

E. GENHK-GENM SERVICES AGREEMENT

1. BACKGROUND

Reference is made to the Company's announcements dated 31 March 2011 in relation to, inter alia, the continuing connected transactions between the Group and GENM Group for the Company's agreement to procure the relevant members of the Group to provide to the relevant members of the GENM Group as and when required from time to time the GENHK-GENM Services under the GENHK-GENM Services Agreement. The GENHK-GENM Services Agreement will be expiring on 31 December 2013, the Company and GENM have entered into the First Supplemental Agreement to the GENHK-GENM Services Agreement on 23 December 2013 to extend the term of the GENHK-GENM Services Agreement for a further fixed term of three (3) years from 1 January 2014 to 31 December 2016.

2. THE FIRST SUPPLEMENTAL AGREEMENT TO THE GENHK-GENM SERVICES AGREEMENT

Summary of terms

- Date** : 23 December 2013
- Parties** : (a) the Company; and
(b) GENM
- Extended Term** : A fixed term of three (3) years commencing from 1 January 2014 and expiring on 31 December 2016, subject to termination by either party giving not less than 90 days' notice to the other party.
- Provision of the GENHK-GENM Services** : The Company has agreed to procure the relevant members of the Group to provide to the relevant members of the GENM Group as and when required from time to time the GENHK-GENM Services, which include the following:
- (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.

Service Fees : The services fees chargeable to the relevant GENM Group Company in respect of the GENHK-GENM Services shall be, depending on the particular service being provided, based on the market and commercial rates which the relevant Group Company may be charging and collecting from the other customers at the material time or such other methods of calculation as may be mutually agreed upon by the relevant Group Company and the relevant GENM Group Company provided that the rate of the fees must always be at market rate and at arm's length or on terms no more favourable to the relevant GENM Group Company than terms available to independent third parties.

The relevant GENM Group Company shall settle the fees payable in respect of any GENHK-GENM Services in cash within 30 days from the date of an invoice from the relevant Group Company.

Annual Cap

The Board estimates that the Annual Cap for the GENHK-GENM Services to be provided by the relevant members of the Group to the relevant members of the GENM Group under the term of the GENHK-GENM Services Agreement for each of the financial years ending 31 December 2014, 31 December 2015 and 31 December 2016 will not exceed the amounts set out below:

<u>Financial years ending</u>	<u>Annual Cap</u>
31 December 2014	US\$1,500,000 (approximately HK\$11,700,000)
31 December 2015	US\$1,500,000 (approximately HK\$11,700,000)
31 December 2016	US\$1,500,000 (approximately HK\$11,700,000)

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

- (a) previous levels of the GENHK-GENM Services provided by the relevant members of the Group to the relevant members of the GENM Group;
- (b) projected aggregate transaction values for the full year 2013 in the region of US\$44,000 (approximately HK\$343,200); and
- (c) a reasonable amount to cater for any unexpected additional GENHK-GENM Services that may be required by the GENM Group during the financial years ending 31 December 2014, 2015 and 2016, depending on the requirements of the GENS Group as at that time.

The aggregate transaction values in respect of the provision of the GENHK-GENM Services by the relevant members of the Group to the relevant members of the GENM Group for the financial years ended 31 December 2011 and 2012 and for the nine months ended 30 September 2013 were US\$0 (HK\$0), approximately US\$23,926 (approximately HK\$186,623) and US\$26,193 (approximately HK\$204,305) respectively.

CONTINUING CONNECTED TRANSACTIONS

GENM is a substantial shareholder of the Company and holds approximately 17.81% interest in the issued share capital of the Company as at the date of this announcement; GENT (by virtue of, inter alia, its 49.30% interest in GENM which is consolidated as a subsidiary of GENT) is also a substantial shareholder of the Company and holds approximately 18.06% attributable interest in the issued share capital of the Company as at the date of this announcement; GENS is also a subsidiary of GENT; and hence GENT, GENM and GENS are connected persons of the Company. The transactions contemplated under the Renewed 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 GENT is investment holding and management, whilst the principal activities of its subsidiaries include leisure and hospitality, gaming and entertaining business, development and operation of integrated resort, plantation, the generation and supply of electric power, property development and management, tours and travel related services, genomics research and development, investments and oil and gas exploration and development activities.

The principal business of GMC is provision of management services.

GENM is involved in a tourist resort business at Resorts World Genting 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 development and management, leisure and hospitality services, investments, timeshare ownership scheme, tours and travel related services, provision of sales and marketing services and information technology related services.

The principal business of GENS is investment holding, whilst the principal activities of its 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 Renewed Services Agreements were arrived at after arm's length negotiation between each of the parties. The continuing connected transactions contemplated under the Amended GENT-GENHK Services Agreement, the Second Amended

GENM-GENHK Services Agreement and the Second Amended 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 Amended GENHK-GENM Services Agreement and the Amended 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 Kok Thay (the Chairman, an Executive Director and the Chief Executive Officer and a substantial shareholder of the Company; the Chairman and the Chief Executive and a shareholder of GENT and GENM; and the Executive Chairman and a shareholder of GENS) and Mr. Lim Keong Hui (an Executive Director and a substantial shareholder of the Company; a Non-independent Executive Director and Executive Director – Chairman's Office of GENT and a Non-independent Non-executive Director of GENM) who, by virtue of his interest in GENT and in view of GENT's interest in GENM and GENS, is regarded as having a material interest in the transactions having abstained from voting on the Renewed Services Agreements, considers that the terms of the Renewed 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 Renewed Services Agreements are entered into in the ordinary and usual course of the Group's businesses. It is expected that the fees payable by the Group in respect of the GENT-GENHK Services, the Amended GENM-GENHK Services and the Amended GENS-GENHK Services will be settled out of the internal resources of the Group.

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 the Group to GMC, the GENM Group and the GENS Group; and (ii) the total annual amount receivable by the Group from the GENS Group and the GENM Group in relation to the continuing connected transactions contemplated under the Renewed Services Agreements will exceed 0.1% but all of them will be less than 5%, 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 of the Annual Caps is exceeded or any of the Renewed Services Agreements is further renewed or materially varied, the Company will comply with reporting, announcement and independent shareholders' approval requirements pursuant to Rules 14A.45 to 14A.48 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:

“Amended GENHK-GENM Services Agreement”	the GENHK-GENM Services Agreement as amended by the First Supplemental Agreement to the GENHK-GENM Services Agreement;
“Amended GENHK-GENS Services Agreement”	the GENHK-GENS Services Agreement as amended by the First Supplemental Agreement to the GENHK-GENS Services Agreement;

“Amended GENM-GENHK Services”	the services provided/to be provided by the relevant members of the GENM Group to the relevant members of the Group pursuant to the First Amended GENM-GENHK Services Agreement or the Second Amended GENM-GENHK Services Agreement (as the case may be);
“Amended GENS-GENHK Services”	the services provided/to be provided by the relevant members of the GENS Group to the relevant members of the Group pursuant to the First Amended GENS-GENHK Services Agreement or the Second Amended GENS-GENHK Services Agreement (as the case may be);
“Amended GENT-GENHK Services Agreement”	the GENT-GENHK Services Agreement as amended by the First Supplemental Agreement to the GENT-GENHK Services Agreement;
“Annual Cap”	the maximum aggregate annual value;
“associate”	has the meaning ascribed to it under the Listing Rules;
“Board”	the board of Directors of the Company;
"Company"	Genting Hong Kong Limited, an exempted company continued into Bermuda with limited liability having its shares listed on the main board of the Stock Exchange and traded on the GlobalQuote of the Singapore Exchange Securities Trading Limited;
“connected person”	has the meaning ascribed to it under the Listing Rules;
"Director"	a director of the Company and "Directors" shall be construed accordingly;
“First Amended GENM-GENHK Services Agreement”	the GENM-GENHK Services Agreement as amended by the supplemental agreement dated 31 October 2011 entered into between GENM and the Company supplemental to the GENM-GENHK Services Agreement;
“First Amended GENS-GENHK Services Agreement”	the GENS-GENHK Services Agreement as amended by the supplemental agreement dated 30 March 2012 entered into between GENS and the Company supplemental to the GENS-GENHK Services Agreement;

“First Supplemental Agreement to GENT-GENHK Services Agreement”	the first supplemental agreement to the GENT-GENHK Services Agreement entered into between GMC and the Company on 23 December 2013;
“ First Supplemental Agreement to the GENHK-GENM Services Agreement”	the first supplemental agreement to the GENHK-GENM Services Agreement entered into between the Company and GENM on 23 December 2013;
“First Supplemental Agreement to the GENHK-GENS Services Agreement”	the first supplemental agreement to the GENHK-GENS Services Agreement entered into between the Company and GENS on 23 December 2013;
“GENHK-GENM Services”	the services provided/to be provided by the relevant members of the Group to the relevant members of the GENM Group pursuant to the GENHK-GENM Services Agreement or the Amended GENHK-GENM Services Agreement (as the case may be);
“GENHK-GENM Services Agreement”	the agreement dated 31 March 2011 entered into between the Company and GENM whereby the Company has agreed to procure the relevant members of the Group to provide the GENHK-GENM Services to the relevant members of the GENM Group as and when required from time to time;
“GENHK-GENS Services”	the services provided/to be provided by the relevant members of the Group to the relevant members of the GENS Group pursuant to the GENHK-GENS Services Agreement or the Amended GENHK-GENS Services Agreement (as the case may be);
“GENHK-GENS Services Agreement”	the agreement dated 31 March 2011 entered into between the Company and GENS whereby the Company has agreed to procure the relevant members of the Group to provide the GENHK-GENS Services to the relevant members of the GENS Group as and when required from time to time;
“GENM”	Genting Malaysia Berhad, a company incorporated in Malaysia and listed on the Main Market of Bursa Malaysia Securities Berhad in which GENT holds 49.30% equity interest, and is a substantial shareholder of the Company, holding approximately 17.81% interest in the Company’s issued share capital as at the date of this announcement;

“GENM-GENHK Services”	the services provided/to be provided by the relevant members of the GENM Group to the relevant members of the Group pursuant to the GENM-GENHK Services Agreement;
“GENM-GENHK Services Agreement”	the agreement dated 20 December 2010 entered into between GENM and the Company whereby GENM has agreed to procure the relevant members of the GENM Group to provide the GENM-GENHK Services to the relevant members of the Group as and when required from time to time;
“GENM Group”	GENM and its subsidiaries; and “GENM Group Company” means any one of them;
“GENS”	Genting Singapore PLC, a company incorporated in Isle of Man and listed on the Main Board of the Singapore Exchange Securities Trading Limited and a subsidiary of GENT;
“GENS-GENHK Services”	the services provided/to be provided by the relevant members of the GENS Group to the relevant members of the Group pursuant to the GENS-GENHK Services Agreement;
“GENS-GENHK Services Agreement”	the agreement dated 20 December 2010 entered into between GENS and the Company whereby GENS has agreed to procure the relevant members of GENS Group to provide the GENS-GENHK Services to the relevant members of the Group as and when required from time to time;
“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. GENT is a substantial shareholder of the Company, holding an attributable interest of approximately 18.06% in the Company's issued share capital as at the date of this announcement;
“GENT-GENHK Services”	the services provided/to be provided by GMC to the relevant members of the Group pursuant to the GENT-GENHK Services Agreement or the Amended GENT-GENHK Services Agreement (as the case may be);

“GENT-GENHK Services Agreement”	the agreement dated 20 December 2010 entered into between GMC and the Company whereby GMC has agreed to provide the GENT-GENHK Services to the relevant members of the Group as and when required from time to time;
“GMC”	Genting Management and Consultancy Services Sdn Bhd, a company incorporated in Malaysia, and a wholly-owned subsidiary of GENT;
"Group"	the Company and its subsidiaries; and "Group Company" means any one of them;
"HK\$"	Hong Kong dollars, the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange;
“Renewed Services Agreements”	the Amended GENT-GENHK Services Agreement, the Second Amended GENM-GENHK Services Agreement, the Second Amended GENS-GENHK Services Agreement, the Amended GENHK-GENS Services Agreement and the Amended GENHK-GENM Services Agreement;
“Second Amended GENM-GENHK Services Agreement”	the First Amended GENM-GENHK Services Agreement as amended by the Second Supplemental Agreement to GENM-GENHK Services Agreement;
“Second Amended GENS-GENHK Services Agreement”	the First Amended GENS-GENHK Services Agreement as amended by the Second Supplemental Agreement to the GENS-GENHK Services Agreement;
“Second Supplemental Agreement to GENM-GENHK Services Agreement”	the second supplemental agreement to the GENM-GENHK Services Agreement (as amended by the supplemental agreement dated 31 October 2011) entered into between GENM and the Company on 23 December 2013;
“Second Supplemental Agreement to GENS-GENHK Services Agreement”	the second supplemental agreement to the GENS-GENHK Services Agreement (as amended by the supplemental agreement dated 30 March 2012) entered into between GENS and the Company on 23 December 2013;

"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"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, 23 December 2013

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. Heah Sieu Lay and Mr. Lam Wai Hon, Ambrose.

Unless otherwise specified, the conversion of US\$ into HK\$ is based on the exchange rate of US\$1.00: HK\$7.80. No representation is made that the amounts stated in this announcement have been or could have been or could be converted at the above rate.