

The following is a summary of the key terms of the Hotel Management Agreements.

1. GRAND HYATT SHANGHAI HOTEL MANAGEMENT AGREEMENT

A. Parties

On 19 November 1994, China Shanghai Foreign Trade Centre Company Limited (subsequently known as China Jin Mao (Group) Company Limited (“**China Jin Mao (Group)**”)) and HCL entered into a hotel management agreement (as amended from time to time, the “**Grand Hyatt Shanghai Hotel Management Agreement**”) in respect of Grand Hyatt Shanghai.

B. Services

Control of Hotel Operations

Under the Grand Hyatt Shanghai Hotel Management Agreement, HCL is required to operate Grand Hyatt Shanghai under standards comparable to those prevailing in other Grand Hyatt branded hotels. Save as provided in the Grand Hyatt Shanghai Hotel Management Agreement, HCL shall have complete control and discretion in the operation of Grand Hyatt Shanghai.

Leases and Concessions

HCL is required to operate in Grand Hyatt Shanghai all facilities and provide all services and shall not lease or grant concessions in respect of such services or facilities, except that HCL shall lease or grant concessions in respect of commercial space or services of the hotel which are customarily subject to lease or concession in comparable hotels.

The rentals or other payments from such lessees or concessionaires are included in the revenue of the hotel.

C. Term

The initial operating term commenced on the formal opening date of the hotel in August 1999 and expires on 31 December 2019. Under the Grand Hyatt Shanghai Hotel Management Agreement, HCL has the right to extend the operating term upon the mutual agreement with China Jin Mao (Group) and upon terms and conditions agreed upon by both parties.

D. Employees

Under the Grand Hyatt Shanghai Hotel Management Agreement, each employee of Grand Hyatt Shanghai, including the general manager, is the employee of China Jin Mao (Group) and not of HCL.

E. Fees

HCL receives (i) a basic management fee (which is calculated as a percentage of the hotel’s annual revenue) and (ii) an incentive fee (which is calculated as a percentage of the hotel’s gross operating profit and varies depending on the occupancy rate).

For FY2011, FY2012 and FY2013, we paid HK\$10.5 million, HK\$10.3 million and HK\$9.9 million as basic management fee, respectively, and HK\$10.5 million, HK\$9.3 million and HK\$8.3 million as incentive fees, respectively.

F. Group Services and Benefits

HCL shall provide or shall cause its affiliates to provide for Grand Hyatt Shanghai reservation, convention and business promotion, sales promotion, publicity, public relations, and all other group benefits, services and facilities including institutional advertising programmes to the extent appropriate furnished to other hotels owned or operated by HCL or its affiliates. HCL is entitled to be reimbursed for all costs incurred by it or its affiliates, including salaries of officers or employees, in providing such services.

Grand Hyatt Shanghai is a participant in Hyatt Gold Passport operated by Hyatt Hotels. A charge based on the total eligible charges incurred by Hyatt Gold Passport members and bonus points awarded to Hyatt Gold Passport members is paid into the Hyatt Gold Passport Fund, from which a per-formula payment is paid to participating hotels when guests redeem Hyatt Gold Passport points for stays, food and beverage or spa experiences at the hotel.

G. FF&E

We contribute a fixed percentage of the hotel's annual revenue to the FF&E Reserve. For FY2011, FY2012 and FY2013, we paid HK\$15.8 million, HK\$15.4 million and HK\$14.8 million, respectively, to the FF&E Reserve.

H. Events of Default

The following events constitute events of default under the Grand Hyatt Shanghai Hotel Management Agreement:

- the failure of either party to make any payment to the other provided for in the Grand Hyatt Shanghai Hotel Management Agreement for a period of 30 days after such payment is payable;
- the filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganisation under any bankruptcy law by either party;
- the consent to an involuntary petition in bankruptcy or the failure to vacate within 60 days from the date of entry thereof of any order approving an involuntary petition by either party;
- the appointment of a receiver for all or any substantial portion of the property of either party;
- the entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating either party as bankrupt or insolvent or approving a petition seeking reorganisation or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree shall continue unstayed and in effect for any period of 120 consecutive days;

- the management or control of HCL changing to the effect that it shall cease to be a subsidiary or an affiliate of Hyatt Hotels;
- the voluntary abandonment of Grand Hyatt Shanghai by HCL;
- the failure by China Jin Mao (Group) to build, equip, furnish and decorate the hotel in accordance with certain agreed specifications or to cause defects or deficiencies of which HCL shall notify China Jin Mao (Group) to be cured; and
- the failure by either party to perform, keep or fulfil any of the other material covenants, undertakings, obligations or conditions set forth in the Grand Hyatt Shanghai Hotel Management Agreement, and the continuance of any such default for a period of 30 days after notice of said failure.

I. Termination

A non-defaulting party may terminate the Grand Hyatt Shanghai Hotel Management Agreement with 30 days' notice upon the occurrence of an event of default, provided that if upon receipt of the notice, the defaulting party shall promptly and with all due diligence cure the default or take action to cure such default with all due diligence (if such default is not susceptible of being cured within the 30-day period), then such notice shall be of no force and effect.

In addition, China Jin Mao (Group) has the right to terminate the Grand Hyatt Shanghai Hotel Management Agreement by giving six months' notice to HCL, if Grand Hyatt Shanghai fails to meet certain performance requirements specified in the Grand Hyatt Shanghai Hotel Management Agreement.

2. THE WESTIN BEIJING CHAOYANG HOTEL MANAGEMENT AGREEMENT

A. Parties

On 7 March 2006, Beijing Modern Asia-Pacific Real Estate Co. Ltd. and WHM entered into a hotel management agreement (as amended from time to time, "**The Westin Beijing Chaoyang Hotel Management Agreement**") in respect of The Westin Beijing Chaoyang. Beijing Modern Asia-Pacific Real Estate Co., Ltd. subsequently novated its rights and obligations under The Westin Beijing Chaoyang Hotel Management Agreement to Beijing Jin Mao Real Estate Company Limited ("**Beijing Jin Mao**") on 20 June 2008.

B. Services

Control of Hotel Operations

Under The Westin Beijing Chaoyang Hotel Management Agreement, WHM is required to operate The Westin Beijing Chaoyang under standards comparable to those prevailing in other Westin branded hotels. Save as provided in The Westin Beijing Chaoyang Hotel Management Agreement, WHM shall have complete control and discretion in the operation of the hotel.

Leases and Concessions

WHM is required to operate in The Westin Beijing Chaoyang all facilities and provide all services and is authorised to lease or grant concessions on behalf of Beijing Jin Mao in respect of such services or facilities (subject to prior approval of Beijing Jin Mao in certain circumstances).

The rentals or other payments received by The Westin Beijing Chaoyang or Beijing Jin Mao under each such lease or concession shall be included in the revenue of the hotel.

C. Term

The initial operating term commenced on 7 March 2006 and expires on 31 December 2023. Under The Westin Beijing Chaoyang Hotel Management Agreement, WHM has the right to extend the operating term for a period of five years or a further period of five years, subject to certain conditions as set forth in The Westin Beijing Chaoyang Hotel Management Agreement.

D. Employees

Under The Westin Beijing Chaoyang Hotel Management Agreement, each employee of The Westin Beijing Chaoyang, except for the general manager and other members of the executive staff as determined by WHM, is the employee of Beijing Jin Mao and not of WHM. The designation of the general manager is subject to the approval of Beijing Jin Mao.

E. Fees

WHM receives (i) a basic management fee (which is calculated as a percentage of the hotel's annual revenue) and (ii) an incentive fee (which is calculated as a percentage of the hotel's gross operating profit, subject to certain adjustments) for operating The Westin Beijing Chaoyang.

For FY2011, FY2012 and FY2013, we paid HK\$9.6 million, HK\$10.6 million and HK\$10.1 million as basic management fee, respectively, and HK\$16.0 million, HK\$18.7 million and HK\$14.3 million as incentive fees, respectively.

F. Centralised Services

WHM is required to or shall cause its affiliates to provide for The Westin Beijing Chaoyang certain mandatory centralised services including reservation services, convention, business and sales promotion services, publicity, public relations, and all other group benefits, services and facilities including institutional advertising programmes furnished to other hotels owned or operated by WHM or its affiliated companies. Beijing Jin Mao also has the right to elect to participate in certain optional centralised services under The Westin Beijing Chaoyang Hotel Management Agreement. WHM is entitled to be reimbursed for all costs incurred by it and its affiliates, including salaries of officers or employees, in providing such services. The amounts charged for the centralised services shall be determined on the same basis as such amounts are determined for substantially all of the other Westin branded hotels.

The Westin Beijing Chaoyang is a participant in the Starwood Preferred Guest programme operated by Starwood. A charge based on the total eligible charges incurred by Starwood Preferred Guest members and bonus points awarded to Starwood Preferred Guest members is paid into a fund, from which a per-formula payment is paid to participating hotels when guests redeem points for hotel stays.

G. Reserve Fund

We contribute a percentage of the hotel's annual revenue to the reserve fund for Routine Capital Improvements. For the purposes of The Westin Beijing Chaoyang Hotel Management Agreement, "**Routine Capital Improvements**" refers to all maintenances, repairs, alterations, improvements, replacements, renewals and additions to The Westin Beijing Chaoyang (including replacements and renewals of FF&E and supplies, exterior and interior painting, resurfacing of walls and floors, resurfacing parking areas and replacing folding walls) which are not depreciated as real property.

We contribute a fixed percentage of the hotel's annual revenue to the FF&E Reserve. For FY2011, FY2012 and FY2013, we paid HK\$14.9 million, HK\$17.4 million and HK\$16.2 million, respectively, to the FF&E Reserve.

H. Events of Default

The following events constitute events of default under The Westin Beijing Chaoyang Hotel Management Agreement:

- the failure of either party to make any payment to the other provided for in The Westin Beijing Chaoyang Hotel Management Agreement for a period of ten days after notice to the defaulting party;
- the failure of Beijing Jin Mao to deposit in the operating account of The Beijing Westin Chaoyang or contribute to the reserve fund as requested by WHM;
- the failure by either party to perform any of the other covenants, duties or obligations set forth in The Westin Beijing Chaoyang Hotel Management Agreement, and the continuance of any such default for a period of 30 days after notice of the said failure;
- a material breach by either party of any representation or warranty expressly set forth in The Westin Beijing Chaoyang Hotel Management Agreement;
- a transfer by either party in violation of Article 11 of The Westin Beijing Chaoyang Hotel Management Agreement;
- the filing by a party of a petition for relief under applicable bankruptcy, insolvency or similar debtor relief laws by any person against a party which is consented to by such party or the entry of a judgment of insolvency against a party;
- the general assignment by a party for the benefit of its creditors;

- the appointment of a receiver, custodian, trustee or liquidator for all or any substantial portion of the property of either party;
- the action by a party for dissolution of its operations; and
- the issuance of a levy or an attachment against all or any portion of The Westin Beijing Chaoyang resulting from a final judgment against either party for which all appeal periods have expired and which is not fully covered by insurance.

I. Termination

A non-defaulting party may terminate The Westin Beijing Chaoyang Hotel Management Agreement upon the occurrence of an event of default by irrevocable and unconditional written notice to the defaulting party, in which case such agreement shall terminate on either (i) the date specified in such agreement; or (ii) if not specified in such agreement, the date specified by the non-defaulting party in the termination notice which shall in no event be sooner than five days nor later than 30 days, after the delivery of such notice.

WHM has the right to terminate The Westin Beijing Chaoyang Hotel Management Agreement with at least three months' notice if Beijing Jin Mao fails to provide funds or interferes with the operation of The Westin Beijing Chaoyang. In addition, WHM has the right to terminate with 30 days' written notice if (i) any material approval required for WHM's performance under The Westin Beijing Chaoyang Hotel Management Agreement is not issued or is suspended for a period of over 60 days; (ii) the operation of the hotel could subject WHM or its affiliates to the loss of any gaming licenses; or (iii) the operation of the hotel could cause WHM or its affiliates to be in violation of any anti-terrorism laws.

Beijing Jin Mao has the right to terminate The Westin Beijing Chaoyang Hotel Management Agreement by giving 60 days' notice to WHM, if The Westin Beijing Chaoyang fails to meet certain performance requirements specified in The Westin Beijing Chaoyang Hotel Management Agreement.

3. JW MARRIOTT HOTEL SHENZHEN HOTEL MANAGEMENT AGREEMENT

A. Parties

On 11 March 2009, Jin Mao Shenzhen Hotel Investment Company Limited ("**Jin Mao Shenzhen**") and SGHM (formerly known as Marriott Management (Shanghai) Co., Ltd.) entered into a hotel management agreement in respect of JW Marriott Hotel Shenzhen (the "**JW Marriott Hotel Shenzhen Hotel Management Agreement**").

B. Services

Control of Hotel Operations

Under the JW Marriott Hotel Shenzhen Hotel Management Agreement, SGHM is required to operate JW Marriott Hotel Shenzhen under standards comparable to those prevailing in other JW Marriott branded hotels. Save as provided in the JW Marriott Hotel Shenzhen Hotel Management Agreement, SGHM shall have complete control and discretion in the operation of JW Marriott Hotel Shenzhen.

Leases and Concessions

SGHM shall have control and discretion in the granting of leases, subleases, licenses and concessions for shops and businesses within JW Marriott Hotel Shenzhen, provided that Jin Mao Shenzhen shall be informed of any such major lease or sublease and that the term of any such lease, sublease, license or concession shall not exceed the operating term of the JW Marriott Hotel Shenzhen Hotel Management Agreement.

The rentals or other payments received by JW Marriott Hotel Shenzhen or Jin Mao Shenzhen under each such lease or concession are included in the revenue of the hotel.

C. Term

The initial operating period commenced on 11 March 2009 and expires on 31 December 2039. After the expiration of the initial operating term, the operating term will be automatically extended for a period of 10 years, unless either party gives written notice to the other party otherwise.

D. Employees

Under the JW Marriott Hotel Shenzhen Hotel Management Agreement, each employee of JW Marriott Hotel Shenzhen is the employee of Jin Mao Shenzhen and not of SGHM, except for particular employees elected otherwise by SGHM. The designation of the general manager is subject to the approval of Jin Mao Shenzhen.

E. Fees

SGHM and its affiliates receives (i) a basic management fee (which is calculated as a percentage of the hotel's annual revenue) and (ii) an incentive fee (which is calculated as a percentage of the hotel's gross operating profit).

For FY2011, FY2012 and FY2013, we paid HK\$5.2 million, HK\$5.4 million and HK\$5.8 million as basic management fees, respectively, and HK\$3.1 million, HK\$3.6 million and HK\$4.0 million as incentive fees, respectively.

F. Group Services and Benefits

SGHM is required to or shall cause its affiliates to provide for JW Marriott Hotel Shenzhen property management services, convention, business and sales promotion services, publicity, public relations, and all other group benefits, services and facilities including institutional advertising programmes, as well as reservation services. SGHM is entitled to be reimbursed for the JW Marriott Hotel Shenzhen's share of all costs incurred by it or its affiliates, including salaries of officers or employees, in providing such services.

JW Marriott Hotel Shenzhen is a participant in the Marriott Rewards programme operated by Marriott International. A charge based on the rewards revenue is charged to the hotel for points and miles issued to members for their hotel stays, with newly enrolled stays being charged less. The charges are paid into a fund from which a per-formula payment is paid to participating hotels when guests redeem points for stays at the hotel.

G. FF&E

We contribute a percentage of the hotel's annual revenue to the FF&E Reserve. For FY2011, FY2012 and FY2013, we paid HK\$6.0 million, HK\$6.4 million and HK\$7.0 million, respectively, to the FF&E Reserve.

H. Events of Default

The following events constitute events of default under the JW Marriott Hotel Shenzhen Hotel Management Agreement:

- the failure of either party to make any payment to the other provided for in the JW Marriott Hotel Shenzhen Hotel Management Agreement for a period of 10 days after receipt of written notice from the non-defaulting party;
- the filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganisation under any bankruptcy law by either party;
- the consent to an involuntary petition in bankruptcy or the failure to vacate, within 90 days from the date of entry thereof, any order approving an involuntary petition by either party;
- the entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating either party as bankrupt or insolvent or approving a petition seeking reorganisation or appointing a receiver, trustee, judicial manager or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree continuing unstayed and in effect for an aggregate of 60 days (whether or not consecutive);
- the failure by either party to perform, keep or fulfil any of the other covenants, undertakings, obligations or conditions set forth in the JW Marriott Hotel Shenzhen Hotel Management Agreement, and the continuance of any such default for a period of 30 days after notice of the said failure; and
- the occurrence of an event of default under the ancillary international services agreement or any subordination agreement in connection with any mortgage encumbering the hotel.

I. Termination

A non-defaulting party may terminate the JW Marriott Hotel Shenzhen Hotel Management Agreement with 30 days' notice upon the occurrence of an event of default, provided that the event of default has a material adverse impact on the non-defaulting party.

In addition, Jin Mao Shenzhen has the right to terminate the JW Marriott Hotel Shenzhen Hotel Management Agreement by giving six months' notice to SGHM, if the JW Marriott Hotel Shenzhen fails to meet certain performance requirements specified in the JW Marriott Hotel Shenzhen Hotel Management Agreement.

4. THE RITZ-CARLTON SANYA HOTEL MANAGEMENT AGREEMENT

A. Parties

On 26 March 2006, Jin Mao Sanya Tourism Company Limited (“**Jin Mao Sanya Tourism**”) and RCIMC entered into a hotel management agreement (as amended from time to time, “**The Ritz-Carlton Sanya Hotel Management Agreement**”) in respect of The Ritz-Carlton, Sanya.

B. Services

Control of Hotel Operations

Under The Ritz-Carlton Sanya Hotel Management Agreement, RCIMC is required to operate The Ritz-Carlton, Sanya under standards comparable to those prevailing in other Ritz-Carlton branded hotels. Save as provided in The Ritz-Carlton Sanya Hotel Management Agreement, RCIMC shall have complete control and discretion in the operation of the hotel.

Leases and Concessions

RCIMC is required to operate in The Ritz-Carlton Sanya all facilities and provide all services and shall not, without the approval of Jin Mao Sanya Tourism, enter into any lease, license or concession agreement for a store, office space, tenant space or lobby space at The Ritz-Carlton, Sanya unless such lease, license or concession agreement is below certain agreed thresholds.

The rentals or other payments received by The Ritz-Carlton, Sanya or Jin Mao Sanya Tourism under each such lease or concession shall be included in the revenue of the hotel.

C. Term

The initial operating term commenced on 31 October 2008 and expires on 31 December 2038. Upon the expiration of the initial operating term, the operating term will be automatically extended for a period of ten full fiscal years, unless either party gives written notice to the other party otherwise.

D. Employees

Under The Ritz-Carlton Sanya Hotel Management Agreement, the general manager and any other members of the executive committee of The Ritz-Carlton, Sanya may be employed by RCIMC or its affiliates, if RCIMC so elects. All other hotel employees shall be employees of Jin Mao Sanya Tourism. The designation of the general manager is subject to the approval of Jin Mao Sanya Tourism.

E. Fees

RCIMC receives (i) a basic management fee (which is calculated as a percentage of the hotel’s annual revenue) and (ii) an incentive fee (which is calculated as a percentage of the hotel’s gross operating profit).

For FY2011, FY2012 and FY2013, we paid HK\$14.8 million, HK\$13.2 million and HK\$13.6 million as basic management fees, respectively, and HK\$18.4 million, HK\$15.7 million and HK\$15.5 million as incentive fees, respectively.

F. Group Services and Benefits

RCIMC is required or shall provide or shall cause its affiliates to provide for The Ritz-Carlton, Sanya property management services, convention, business and sales promotion services, publicity, public relations, and all other group benefits, services and facilities including institutional advertising programmes, as well as reservation services. RCIMC is entitled to be reimbursed for The Ritz-Carlton, Sanya's share of all costs incurred by it or its affiliates, including salaries of officers or employees, in providing such services.

The Ritz-Carlton, Sanya is a participant in The Ritz-Carlton Rewards programme operated by Marriott International. A charge based on the rewards revenue is charged to the hotel for points and miles issued to members for their hotel stays, with newly enrolled stays being charged less. The charges are paid into a fund from which a per-formula payment is paid to participating hotels when guests redeem points for stays at the hotel.

G. FF&E

We contribute a percentage of the hotel's annual revenue to the FF&E Reserve. For FY2011, FY2012 and FY2013, we paid HK\$17.8 million, HK\$15.9 million and HK\$19.4 million, respectively, to the FF&E Reserve.

H. Events of Default

The following shall constitute events of default under The Ritz-Carlton Sanya Hotel Management Agreement:

- the failure of either party to make any payment to the other provided for in The Ritz-Carlton Sanya Hotel Management Agreement for a period of 10 days after receipt of written notice from the non-defaulting party;
- the filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganisation under any bankruptcy law by either party;
- the consent to an involuntary petition in bankruptcy or the failure to vacate, within 60 days from the date of entry thereof, any order approving an involuntary petition by either party;
- the appointment of a receiver for all or any substantial portion of the property of either party;
- the entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating either party as bankrupt or insolvent or approving a petition seeking reorganisation or appointing a receiver, trustee, judicial manager or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree continuing unstayed and in effect for an aggregate of 60 days (whether or not consecutive);

- the failure of Jin Mao Sanya Tourism to provide adequate operating funds in accordance with The Ritz-Carlton Sanya Hotel Management Agreement;
- the failure by either party to perform, keep or fulfil any of the other covenants, undertakings, obligations or conditions set forth in The Ritz-Carlton Sanya Hotel Management Agreement, and the continuance of any such default for a period of 30 days after notice of the said failure; and
- the occurrence of an event of default under the ancillary services agreement.

I. Termination

A non-defaulting party may terminate The Ritz-Carlton Sanya Hotel Management Agreement with written notice upon the occurrence of any event of default prior to the cure of such event of default.

In addition, Jin Mao Sanya Tourism has the right to terminate The Ritz-Carlton Sanya Hotel Management Agreement by giving 180 days' notice to RCIMC, if The Ritz-Carlton, Sanya fails to meet certain performance requirements specified in The Ritz-Carlton Sanya Hotel Management Agreement.

5. HILTON SANYA HOTEL MANAGEMENT AGREEMENT

A. Parties

On 11 February 2004, Jin Mao Sanya Resort Hotel Company Limited (“**Jin Mao Sanya Resort Hotel**”) and HIC entered into a hotel management agreement (the “**Hilton Sanya Hotel Management Agreement**”) in respect of Hilton Sanya Resort and Spa. On 17 January 2008, HIC assigned its rights and obligations under the Hilton Sanya Hotel Management Agreement to Hilton International Manage LLC, which subsequently assigned its rights and obligations to HHMS on 7 May 2009.

B. Services

Control of Hotel Operations

Under the Hilton Sanya Hotel Management Agreement, HHMS is required to operate Hilton Sanya Resort and Spa under standards comparable to those prevailing in other hotels under the “Hilton” brand. Save as provided in the Hilton Sanya Hotel Management Agreement, HHMS shall have complete control and discretion in the operation of Hilton Sanya Resort and Spa.

Leases and Concessions

HHMS is required to operate in Hilton Sanya Resort and Spa all facilities and provide all services and shall have the right to lease or grant concessions in respect of commercial space or services of the hotel, subject to approval by Jin Mao Sanya Resort Hotel prior to leasing space or granting concessions space for certain facilities in the hotel.

The rentals or other payments received by HHMS or Jin Mao Sanya Resort Hotel under each such lease or concession shall be included in the revenue of the hotel.

C. Term

The initial operating period commenced on the formal opening date of the Hilton Sanya Resort and Spa on 1 April 2006 and expires on 31 December 2021. Under the Hilton Sanya Hotel Management Agreement, the parties have the right to extend the operating term for two successive periods of ten years each.

D. Employees

Under the Hilton Sanya Hotel Management Agreement, each employee of Hilton Sanya Resort and Spa, including the general manager, is the employee of Jin Mao Sanya Resort Hotel and not of HHMS. The designation of the general manager is subject to the approval of Jin Mao Sanya Resort Hotel.

E. Fees

HHMS receives (i) a basic management fee (which is calculated as a percentage of the hotel's annual revenue) and (ii) an incentive fee (which is calculated as a percentage of the hotel's profit).

For FY2011, FY2012 and FY2013, we paid HK\$5.6 million, HK\$4.7 million and HK\$4.8 million as basic management fee, respectively, and HK\$16.0 million, HK\$12.9 million and HK\$10.5 million as incentive fees, respectively.

F. Group Services and Benefits and Hotel Specific Services

HHMS is required to or shall cause its affiliates to provide for Hilton Sanya Resort and Spa certain group services and benefits including central marketing, central sales and business systems development to the extent appropriate. In each financial year, HHMS shall be entitled to charge and receive from the operation of the hotel a certain percentage of the hotel's revenue for the rendition of such group services and benefits.

In addition, HHMS is required to or shall cause its affiliates to provide for Hilton Sanya Resort and Spa certain other hotel specific services, including marketing, sales and business systems. In each financial year, HHMS shall be entitled to charge and receive from the operation of the hotel its costs in providing such hotel specific services based upon a certain agreed charging mechanism.

Hilton Sanya Resort and Spa is a participant in the Hilton HHonors programme operated by Hilton Worldwide. A fixed fee per stay for each Hilton HHonors guest is charged by Hilton Worldwide to the hotel.

G. FF&E

We contribute a fixed percentage of the hotel's annual revenue to the FF&E Reserve. For FY2011, FY2012 and FY2013, we paid HK\$11.4 million, HK\$9.4 million and HK\$9.6 million, respectively, to the FF&E Reserve.

H. Events of Default

The following events constitute events of default under the Hilton Sanya Hotel Management Agreement:

- the failure of HHMS to make the required payment to Jin Mao Sanya Resort Hotel, for a period of 30 days after such payment is payable;
- the filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganisation under any bankruptcy law by either party and the consent to an involuntary petition of the same;
- the appointment of a receiver for all or any substantial portion of the property of either party;
- the entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor adjudicating either party as bankrupt or insolvent or approving a petition seeking reorganisation or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree continuing unstayed and in effect for any period of 120 consecutive days;
- the occurrence of any events or existence of any facts with respect to Hilton Sanya Resort and Spa or ownership thereof which would jeopardise certain operating licences of Hilton Worldwide or any subsidiary or affiliate; and
- the failure by either party to perform the contractual obligations as set forth in the Hilton Sanya Hotel Management Agreement, and the continuance of any such default for a period of 30 days after written notice of said failure.

I. Termination

A non-defaulting party may terminate the Hilton Sanya Hotel Management Agreement with 30 days' notice upon the occurrence of an event of default, provided that if upon receipt of the notice, the defaulting party shall promptly and with all due diligence cure the default or take action to cure such default with all due diligence (if such default is not susceptible of being cured within the 30-day period), then such notice shall be of no force and effect.

In addition, Jin Mao Sanya Resort Hotel has the right to terminate the Hilton Sanya Hotel Management Agreement by giving 12 months' notice to HHMS, if Hilton Sanya Resort and Spa fails to meet certain performance requirements specified in the Hilton Sanya Hotel Management Agreement.

6. RENAISSANCE BEIJING WANGFUJING HOTEL MANAGEMENT AGREEMENT

A. Parties

On 25 June 2013, Wangfujing Hotel Management Company Limited (“**Wangfujing Hotel Management**”) and LHCIM entered into a hotel management agreement (as amended from time to time, the “**Renaissance Beijing Wangfujing Hotel Management Agreement**”) in respect of Renaissance Beijing Wangfujing Hotel.

B. Services

Control of Hotel Operations

Under the Renaissance Beijing Wangfujing Hotel Management Agreement, LHCIM is required to operate Renaissance Beijing Wangfujing Hotel under standards comparable to those prevailing in other Renaissance branded hotels. Save as provided in the Renaissance Beijing Wangfujing Hotel Management Agreement, LHCIM shall have complete control and discretion in the operation of Renaissance Beijing Wangfujing Hotel.

Leases and Concessions

LHCIM is required to operate in Renaissance Beijing Wangfujing Hotel all facilities and provide all services and shall not lease or grant concessions in respect of such services or facilities, except that LHCIM has the right in its own name or, if appropriate, in the name of Wangfujing Hotel Management, to lease or grant concessions in respect of commercial space or services of the hotel which are customarily subject to lease or concession in comparable hotels.

The rentals or other payments received by Renaissance Beijing Wangfujing Hotel or Wangfujing Hotel Management under each such lease or concession shall be included in the HMA Revenue (as defined below) of the hotel.

C. Term

The initial operating term commenced on 25 June 2013 and expires on 31 December 2039, based on the assumption that Renaissance Beijing Wangfujing Hotel will commence operations by the end of 2014. Upon expiry of the initial operating term, the Renaissance Beijing Wangfujing Hotel Management Agreement will be automatically renewed for a period of five years, unless either Wangfujing Hotel Management or LHCIM notifies the other party of its election not to renew at least one year before the end of the initial operating term.

D. Employees

Under the Renaissance Beijing Wangfujing Hotel Management Agreement, save for certain employees who may be employed by LHCIM or its affiliates in LHCIM’s discretion, each employee of Renaissance Beijing Wangfujing Hotel, including the general manager, is the employee of Wangfujing Hotel Management and not of LHCIM. The designation of the general manager is subject to the approval of Wangfujing Hotel Management.

E. Fees

LHCIM and its affiliates will receive (i) a basic management fee (which is calculated as a percentage of the hotel's annual revenue) and (ii) an incentive fee (which is calculated as a percentage of the hotel's gross operating profit).

As the Renaissance Beijing Wangfujing Hotel has not commenced operations, we have not paid any management fee in respect of Renaissance Beijing Wangfujing Hotel to LHCIM.

F. Group Services and Benefits

LHCIM is required or shall cause its affiliates to provide for Renaissance Beijing Wangfujing Hotel hotel reservation, convention and business promotion, sales promotion, publicity, public relations, and all other group benefits, services and facilities including institutional marketing programmes to the extent appropriate furnished to other hotels owned or operated by LHCIM or its affiliated companies. LHCIM is entitled to be reimbursed for all costs incurred by it, including salaries of officers or employees, in providing such services.

Renaissance Beijing Wangfujing Hotel is a participant in the Marriott Rewards and The Ritz-Carlton Rewards programmes operated by Marriott International. A charge based on the rewards revenue is charged to the hotel for points and miles issued to members for their hotel stays, with newly enrolled stays being charged less. The charges are paid into a fund from which a per-formula payment is paid to participating hotels when guests redeem points for stays at the hotel.

G. FF&E

Under the Renaissance Beijing Wangfujing Hotel Management Agreement, an amount equal to a certain percentage of the hotel's annual revenue will be credited to the FF&E Reserve. As Renaissance Beijing Wangfujing Hotel has not commenced operations, we have not made any contribution to the FF&E Reserve.

H. Events of Default

The following events constitute events of default under the Renaissance Beijing Wangfujing Hotel Management Agreement:

- the failure of either party to make any payment to the other provided for in the Renaissance Beijing Wangfujing Hotel Management Agreement for a period of 30 days after such payment is payable;
- the filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganisation under any bankruptcy law by either party;
- the consent to an involuntary petition in bankruptcy or the failure to vacate within 90 days from the date of entry thereof of any order approving an involuntary petition by either party;
- the failure of either party to pay its debts as they become due;

- the entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating either party as bankrupt or insolvent or appointing a receiver, trustee, or liquidator of all or a substantial part of such party's assets, and such appointment is not dismissed within 60 days from the date of appointment;
- the non-compliance of any sale, assignment or transfer or other disposition of Wangfujing Hotel Management's interest in Renaissance Beijing Wangfujing Hotel with the provisions set forth in the Renaissance Beijing Wangfujing Hotel Management Agreement;
- Wangfujing Hotel Management, any of its affiliates or any entity which controls Wangfujing Hotel Management or any of its affiliates is or becomes a person identified by any government or legal authority as a person with whom LHCIM or its affiliates are prohibited from transacting business;
- the occurrence of any event of default in any of the ancillary agreements;
- the failure by Wangfujing Hotel Management to meet certain agreed re-construction milestones set forth in the Renaissance Beijing Wangfujing Hotel Management Agreement, and the continuance of any such default for a period of 30 days after notice of the said failure; and
- the failure by either party to perform, keep or fulfil any of the other covenants, undertakings, obligations or conditions set forth in the Renaissance Beijing Wangfujing Hotel Management Agreement, and the continuance of any such default for a period of 30 days after notice of the said failure.

I. Termination

A non-defaulting party may terminate the Renaissance Beijing Wangfujing Hotel Management Agreement with three months' notice upon the occurrence of an event of default.

In addition, Wangfujing Hotel Management has the right to terminate the Renaissance Beijing Wangfujing Hotel Management Agreement by giving 90 days' notice to LHCIM, if the Renaissance Beijing Wangfujing Hotel fails to meet certain performance requirements specified in the Renaissance Beijing Wangfujing Hotel Management Agreement.

7. GRAND HYATT LIJIANG HOTEL MANAGEMENT AGREEMENT

A. Parties

On 31 March 2011, Jin Mao (Li Jiang) Hotel Investment Company Limited ("**Jin Mao (Li Jiang)**") and HIHMB entered into a hotel management agreement (as amended from time to time, the "**Grand Hyatt Lijiang Hotel Management Agreement**"). Jin Mao (Li Jiang) and HCL entered into a strategic oversight and consultation agreement (as amended from time to time, the "**Grand Hyatt Lijiang Strategic Agreement**") in respect of Grand Hyatt Lijiang on the same day.

B. Services*Control of Hotel Operations*

Under the Grand Hyatt Lijiang Hotel Management Agreement, HIHMB is required to operate Grand Hyatt Lijiang under standards comparable to those generally prevailing in other Grand Hyatt branded hotels. Save as provided in the Grand Hyatt Lijiang Hotel Management Agreement, HIHMB shall have complete control over and discretion in the operation of Grand Hyatt Lijiang. Save as provided in the Grand Hyatt Lijiang Strategic Agreement, HCL shall have control and discretion in formulating, establishing, coordinating, and assisting with the overall general and strategic plan with regard to the management and operation of Grand Hyatt Lijiang.

Leases and Concessions

HIHMB is required to operate in Grand Hyatt Lijiang all facilities and provide all services and shall not lease or grant concessions in respect of such services or facilities, except that HIHMB has the right in the name of Grand Hyatt Lijiang or, if appropriate, in the name of Jin Mao (Li Jiang) (subject to prior approval of Jin Mao (Li Jiang)), to lease or grant concessions in respect of commercial space or services of the hotel which are customarily subject to lease or concession.

The rentals or other payments from such lessees or concessionaires are included in the revenue of the hotel.

C. Term

The initial operating term of the Grand Hyatt Lijiang Hotel Management Agreement and the Grand Hyatt Lijiang Strategic Agreement commences on the formal opening date of the hotel (which is to be determined) and expires on 31 December of the twentieth full calendar year following the formal opening. Under both agreements, the parties have the right to extend the operating term for two successive periods of five years by giving notice to the other party.

D. Employees

Under the Grand Hyatt Lijiang Hotel Management Agreement, each employee of Grand Hyatt Lijiang, including the general manager, is the employee of Jin Mao (Li Jiang) and not of HIHMB or HCL. Every person performing services in connection with the Grand Hyatt Lijiang Hotel Management Agreement, including any agent or employee of HIHMB or HCL or any of their affiliates or any agent or employee of Jin Mao (Li Jiang) hired by HIHMB or HCL, is acting as the agent of Jin Mao (Li Jiang). The designation of the general manager is subject to the approval of Jin Mao (Li Jiang).

Under the Grand Hyatt Lijiang Strategic Agreement, HCL shall in consultation with Jin Mao (Li Jiang) identify, recruit and appoint all non-local employees of the hotel.

E. Fees

Under the Grand Hyatt Lijiang Hotel Management Agreement, HIHMB receives a fixed percentage of the hotel's annual revenue as a management fee. Under the Grand Hyatt Lijiang Strategic Agreement, HCL receives (i) a base fee (which is calculated as a fixed percentage of the hotel's annual revenue) and (ii) an incentive fee (which is calculated as a percentage of the hotel's gross operating profit).

As Grand Hyatt Lijiang has not commenced operations, we have not paid any fees under the Grand Hyatt Lijiang Hotel Management Agreement and the Grand Hyatt Lijiang Strategic Agreement.

F. Group services and benefits

Under the Grand Hyatt Lijiang Hotel Management Agreement, HIHMB is required to or shall cause its affiliates to provide for Grand Hyatt Lijiang certain services on a centralised platform for finance, accounting, human resources, information technology and other operating systems, which are made available to other Grand Hyatt branded hotels by HIHMB or its affiliates. HIHMB is entitled to be reimbursed for all costs incurred by it or its affiliates, including salaries of officers or employees, in providing such services.

Grand Hyatt Lijiang is a participant in the Hyatt Gold Passport programme operated by Hyatt Hotels. A charge based on the total eligible charges incurred by Hyatt Gold Passport members and bonus points awarded to Hyatt Gold Passport members is paid into the Hyatt Gold Passport fund, from which a per-formula payment is paid to participating hotels when guests redeem Hyatt Gold Passport points for stays, food and beverage or spa experiences at the hotel.

G. FF&E

Under the Grand Hyatt Lijiang Hotel Management Agreement, an amount equal to a certain percentage of the hotel's annual revenue will be credited to the FF&E Reserve. As Grand Hyatt Lijiang has not commenced operations, we have not made any contribution to the FF&E Reserve.

H. Events of Default

The following events shall constitute events of default under the Grand Hyatt Lijiang Hotel Management Agreement and the Grand Hyatt Lijiang Strategic Agreement:

- the failure of either party to make any payment to the other provided for in the relevant agreement for a period of 30 days after such payment is payable;
- the filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganisation under any bankruptcy law by either party;
- the consent to an involuntary petition in bankruptcy or the failure to vacate within 60 days from the date of entry thereof of any order approving an involuntary petition by either party;

- the appointment of a receiver for all or any substantial portion of the property of either party;
- the entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating either party as bankrupt or insolvent or approving a petition seeking reorganisation or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree shall continue unstayed and in effect for any period of 120 consecutive days;
- the failure by Jin Mao (Li Jiang) to build, equip, furnish and decorate the hotel in accordance with certain agreed specifications or to cause defects or deficiencies of which HIHMB or HCL shall notify Jin Mao (Li Jiang) to be cured; and
- the failure by either party to perform, keep or fulfil any of the other material covenants, undertakings, obligations or conditions set forth in the Grand Hyatt Lijiang Hotel Management Agreement, the Grand Hyatt Lijiang Strategic Agreement and other ancillary agreements, and the continuance of any such default for a period of 30 days after notice of said failure.

I. Termination

Under the Grand Hyatt Lijiang Hotel Management Agreement and the Grand Hyatt Lijiang Strategic Agreement, a non-defaulting party may terminate the relevant agreement with 15 days' notice upon the occurrence of an event of default, provided that if upon receipt of the notice, the defaulting party shall promptly and with all due diligence cure the default or take action to cure such default with all due diligence (if such default is not susceptible of being cured within the 15-day period), then such notice shall be of no force and effect.

8. HYATT REGENCY CHONGMING HOTEL MANAGEMENT AGREEMENT

A. Parties

On 4 May 2011, Jin Mao (Shanghai) Real Estate Company Limited ("**Jin Mao (Shanghai) Real Estate**") and HIHMB entered into a hotel management agreement (as amended from time to time, the "**Hyatt Regency Chongming Hotel Management Agreement**"). Jin Mao (Shanghai) Real Estate and HCL entered into a strategic oversight and consultation agreement (as amended from time to time, the "**Hyatt Regency Chongming Strategic Agreement**") in respect of Hyatt Regency Chongming on the same day.

B. Services

Control of Hotel Operations

Under the Hyatt Regency Chongming Hotel Management Agreement, HIHMB is required to operate Hyatt Regency Chongming under standards comparable to those prevailing in other Hyatt Regency branded hotels. Save as provided in the Hyatt Regency Chongming Hotel Management Agreement, HIHMB shall have complete control and discretion in the operation

of Hyatt Regency Chongming. Save as provided in the Hyatt Regency Chongming Strategic Agreement, HCL shall have control and discretion in formulating, establishing, coordinating, and assisting with the overall general and strategic plan with regard to the management and operation of Hyatt Regency Chongming.

Leases and Concessions

HIHMB is required to operate in Hyatt Regency Chongming all facilities and provide all services and shall not lease or grant concessions in respect of such services or facilities, except that HIHMB has the right in its own name or, if appropriate, in the name of Jin Mao (Shanghai) (subject to prior approval of Jin Mao (Shanghai)), to lease or grant concessions in respect of commercial space or services of the hotel which are customarily subject to lease or concession.

The rentals or other payments from such lessees or concessionaires are included in the revenue of the hotel.

C. Term

The initial operating term of the Hyatt Regency Chongming Hotel Management Agreement and the Hyatt Regency Chongming Strategic Agreement commences on the formal opening date (which is 29 March 2014) and expires on 31 December of the twentieth year following the formal opening. Under both agreements, the parties have the right to extend the operating term for two successive periods of five years each upon mutual agreement and upon terms and conditions agreed upon by both parties.

D. Employees

Under the Hyatt Regency Chongming Hotel Management Agreement, each employee of Hyatt Regency Chongming, including the general manager, is the employee of Jin Mao (Shanghai) Real Estate and not of HIHMB or HCL. Every person performing services in connection with the Hyatt Regency Chongming Hotel Management Agreement, including any agent or employee of HIHMB or HCL or any of their affiliates or any agent or employee of Jin Mao (Shanghai) Real Estate hired by HIHMB or HCL, is acting as the agent of Jin Mao (Shanghai) Real Estate. The designation of the general manager is subject to the approval of Jin Mao (Shanghai) Real Estate.

Under the Hyatt Regency Chongming Strategic Agreement, HCL shall in consultation with Jin Mao (Shanghai) Real Estate identify, recruit and appoint all non-local employees of the hotel.

E. Fees

Under the Hyatt Regency Chongming Hotel Management Agreement, HIHMB receives a fixed percentage of the hotel's annual revenue as a management fee. Under the Hyatt Regency Chongming Strategic Agreement, HCL receives (i) a base fee (which is calculated as a fixed percentage of the hotel's annual revenue) and (ii) an incentive fee (which is calculated as a percentage of the hotel's gross operating profit).

As Hyatt Regency Chongming has not commenced operations during the Track Record Period, we have not paid any fees under the Hyatt Regency Chongming Hotel Management Agreement and the Hyatt Regency Chongming Strategic Agreement in FY2011, FY2012 and FY2013.

F. Group Services and Benefits

Under the Hyatt Regency Chongming Hotel Management Agreement, HIHMB is required to or shall cause its affiliates to provide for Hyatt Regency Chongming certain services on a centralised platform for finance, accounting, human resources, information technology and other operating systems, which are made available to other Hyatt Regency branded hotels by HIHMB or its affiliates. HIHMB is entitled to be reimbursed for all costs incurred by it or its affiliates, including salaries of officers or employees, in providing such services.

Hyatt Regency Chongming is a participant in the Hyatt Gold Passport programme operated by Hyatt Hotels. A charge based on the total eligible charges incurred by Hyatt Gold Passport members and bonus points awarded to Hyatt Gold Passport members is paid into the Hyatt Gold Passport fund, from which a per-formula payment is paid to participating hotels when guests redeem Hyatt Gold Passport points for stays, food and beverage or spa experiences at the hotel.

G. FF&E

Under the Hyatt Regency Chongming Hotel Management Agreement, an amount equal to a certain percentage of the hotel's annual revenue is credited to the FF&E Reserve. As Hyatt Regency Chongming has not commenced operations during the Track Record Period, we have not made any contribution to the FF&E Reserve in FY2011, FY2012 and FY2013.

H. Events of Default

The following events shall constitute events of default under the Hyatt Regency Chongming Hotel Management Agreement and the Hyatt Regency Chongming Strategic Agreement:

- the failure of either party to make any payment to the other provided for in the relevant agreement for a period of 30 days after such payment is payable;
- the filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganisation under any bankruptcy law by either party;
- the consent to an involuntary petition in bankruptcy or the failure to vacate within 60 days from the date of entry thereof of any order approving an involuntary petition by either party;
- the appointment of a receiver for all or any substantial portion of the property of either party;

- the entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating either party as bankrupt or insolvent or approving a petition seeking reorganisation or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree shall continue unstayed and in effect for any period of 120 consecutive days;
- the failure by Jin Mao (Shanghai) Real Estate to build, equip, furnish and decorate the hotel in accordance with certain agreed specifications or to cause defects or deficiencies of which HIHMB or HCL shall notify Jin Mao (Shanghai) Real Estate to be cured; and
- the failure by either party to perform, keep or fulfil any of the other material covenants, undertakings, obligations or conditions set forth in the Hyatt Regency Chongming Hotel Management Agreement, the Hyatt Regency Chongming Strategic Agreement and other ancillary agreements, and the continuance of any such default for a period of 30 days after notice of said failure.

I. Termination

Under the Hyatt Regency Chongming Hotel Management Agreement and the Hyatt Regency Chongming Strategic Agreement, a non-defaulting party may terminate the relevant agreement with 15 days' notice upon the occurrence of an event of default, provided that if upon receipt of the notice, the defaulting party shall promptly and with all due diligence cure the default or take action to cure such default with all due diligence (if such default is not susceptible of being cured within the 15-day period), then such notice shall be of no force and effect.