

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



**Genting Hong Kong Limited**  
*(Continued into Bermuda with limited liability)*  
(Stock Code: 678)

**MAJOR TRANSACTIONS  
IN RELATION TO  
THE SALE AND LEASEBACK  
OF CRYSTAL ENDEAVOR  
AND  
THE PROVISION OF A SUBORDINATED LOAN**

**THE SALE AND LEASEBACK**

The Board is pleased to announce that on 23 December 2019, the Seller, an indirect wholly-owned subsidiary of the Company, entered into the Acquisition Contract with the Purchaser in relation to the Disposal. Prior to Completion, the Seller will enter into the Bareboat Charter Agreement with the Purchaser in relation to the bareboat chartering of the Vessel and the Share Purchase Option Agreement with the Purchaser Partners whereby the Purchaser Partners will grant an option to the Seller to purchase all the shares in the Purchaser.

**THE SUBORDINATED LOAN**

On the same date, the Seller entered into the Subordinated Loan Agreement with the Purchaser, pursuant to which the Seller agreed to provide the Subordinated Loan to the Purchaser to finance, among other things, the First Instalment payable by the Purchaser under the Acquisition Contract.

**LISTING RULES IMPLICATIONS**

Notwithstanding the Disposal and the Subordinated Loan are part and parcel to the same Transactions, the Company has assessed each of these components of the Transactions under Chapter 14 of the Listing Rules separately. Accordingly:

- (a) As one of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the Disposal exceeds 25% but all are less than 75%, the Disposal constitutes a major transaction for the Company under Chapter 14 of the Listing Rules and is subject to the reporting, announcement, circular and shareholders' approval requirements under the Listing Rules.
- (b) As one of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the Subordinated Loan exceeds 25% but all are less than 75%, the Subordinated Loan constitutes a major transaction for the Company under Chapter 14 of the Listing Rules and is subject to the reporting, announcement, circular and shareholders' approval requirements under the Listing Rules.

So far as the Company is aware, as at the date of this announcement, no Shareholder has a material interest in the Transactions which would require it to abstain from voting at the SGM if it were convened to approve the Transactions. In accordance with Rule 14.44 of the Listing Rules, in lieu of holding a SGM for approving the Transactions, the Company will obtain written Shareholders' approval in respect of the Transactions from a closely allied group of Shareholders comprising Golden Hope as trustee of the GHUT, Joondalup and Tan Sri Lim Kok Thay, which together hold an aggregate of 6,372,214,385 Shares, representing approximately 75.12% of the issued share capital of the Company as at the date of this announcement.

Pursuant to Rule 14.41(a) of the Listing Rules, the Company is required to despatch to Shareholders for information purposes a circular containing, among other things, further information on the Transactions within 15 business days after the publication of this announcement. As additional time is required for the Company to prepare the relevant financial and other information to be included in the circular, the Company will apply for a waiver from strict compliance with Rule 14.41(a) of the Listing Rules from the Stock Exchange so that the despatch date of the circular can be postponed to a date, more than 15 business days (as defined in the Listing Rules) after the publication of this announcement, which is expected to be on or before 21 February 2020.

It is expected that the transactions contemplated under the Bareboat Charter Agreement and/or the Share Purchase Option Agreement may constitute notifiable transactions of the Company under the Listing Rules, the Company will comply with the relevant reporting, announcement, circular and shareholders' approval requirements as and when appropriate under the Listing Rules.

**AS COMPLETION IS SUBJECT TO FULFILMENT (OR IF APPLICABLE, WAIVER) OF THE COMPLETION CONDITIONS AS SET OUT IN THE ACQUISITION CONTRACT, THE TRANSACTIONS MAY OR MAY NOT PROCEED. THE ISSUE OF THIS ANNOUNCEMENT DOES NOT IN ANY WAY IMPLY THAT THE TRANSACTIONS WILL BE IMPLEMENTED OR COMPLETED. SHAREHOLDERS AND POTENTIAL INVESTORS SHOULD EXERCISE CAUTION WHEN DEALING IN THE SHARES.**

## INTRODUCTION

The Board is pleased to announce that on 23 December 2019, the Seller, an indirect wholly-owned subsidiary of the Company, entered into the Acquisition Contract with the Purchaser in relation to the Disposal.

On the same date, the Seller entered into the Subordinated Loan Agreement with the Purchaser, pursuant to which the Seller agreed to provide the Subordinated Loan to the Purchaser to finance, among other things, the First Instalment payable by the Purchaser under the Acquisition Contract.

## THE ACQUISITION CONTRACT

### Date

23 December 2019

### Parties

- (i) The Seller (as seller)
- (ii) The Purchaser (as purchaser)

### Subject Matter

Pursuant to the Acquisition Contract, the Seller agreed to sell, and the Purchaser agreed to purchase, the Vessel (which is being built by the Shipyard pursuant to the Shipbuilding Contract).

### Consideration

The consideration (the “**Consideration**”) payable by the Purchaser to the Seller shall be an amount up to EUR350 million (equivalent to approximately HK\$3,058 million), which is equal to the contract price under the Shipbuilding Contract.

The Consideration shall be paid in cash in the following manner:

- (i) EUR280 million (equivalent to approximately HK\$2,446 million) (which is the same as the amount which has been paid by the Seller to the Shipyard prior to the date of the Acquisition Contract pursuant to the Shipbuilding Contract) shall be paid by the Purchaser to the Seller five Business Days after the date of the Acquisition Contract (the “**First Instalment**”); and
- (ii) the remaining amount shall be paid by the Purchaser directly to the Shipyard on the Delivery Date (the “**Final Instalment**”).

The First Instalment will be solely financed by the Subordinated Loan (as detailed in the section headed “*THE SUBORDINATED LOAN AGREEMENT*” below). The Final Instalment will be financed by a portion of the ECA Loan (the balance of which will be used to, among other things, repay part of the Subordinated Loan which has already been made available to the Purchaser).

## **Conditions Precedent**

The effectiveness of the Acquisition Contract is subject to, among other things:

- (i) the execution of, among other things, the Acquisition Contract and the Subordinated Loan Agreement;
- (ii) the delivery by the Seller to the Purchaser of a certified true copy of the Shipbuilding Contract and a copy of the keel laying certificate of the Vessel; and
- (iii) the delivery by the Seller to the Purchaser of a copy of the corporate documents of the Seller, and a certified true copy of the board resolutions of the Seller approving the Transactions and any power of attorney issued pursuant thereto.

The obligation of the Purchaser to pay the First Instalment is subject to:

- (i) the delivery by the Seller to the Purchaser of the following documents or evidence no later than three Business Days after the date of the Acquisition Contract in form and substance satisfactory to the Purchaser:
  - (a) copies of the invoices for the instalments under the Shipbuilding Contract corresponding to the First Instalment issued by the Shipyard and marked by the Shipyard as duly paid by Endeavor Holdings and the invoices for assumption of those paid instalments by the Seller issued by Endeavor Holdings;
  - (b) the invoice issued by the Seller to the Purchaser for the First Instalment; and
  - (c) evidence that the amount drawn under the Subordinated Loan equal to the First Instalment having been made available; and
- (ii) no termination event under the Acquisition Contract having occurred (and is continuing) and no event having occurred and is continuing under the Shipbuilding Contract that would allow either the Shipyard or the Seller to rescind, terminate or cancel the Shipbuilding Contract.

The payment of the Final Instalment by the Purchaser to the Seller is subject to, among other things:

- (i) the delivery by the Seller to the Purchaser of the following documents or evidence on or prior to the Delivery Date in form and substance satisfactory to the Purchaser:
  - (a) if applicable, a certified copy of any consents, authorisations, licences and approvals (if any) required by the Seller and the Shipyard in connection with the export by the Shipyard of the Vessel;

- (b) evidence that the Vessel: (i) is or will be permanently registered in the name of the Purchaser under the laws and flag of the agreed maritime registry to the satisfaction of the Purchaser and that the Vessel and its insurances are free of encumbrances; (ii) has the required classification free of all requirements and recommendations of the approved classification society; and (iii) is about to be delivered to, and accepted by, the Seller under the Bareboat Charter Agreement;
  - (c) a copy of the document of compliance of the Seller or the approved manager of the Vessel in their capacity as operators of the Vessel;
  - (d) evidence of compliance with the International Ship and Port Facility Security (ISPS) Code of the International Maritime Organization;
  - (e) a duly signed protocol of delivery and acceptance of the Vessel;
  - (f) evidence that the Mortgage is or will be permanently or as the case may be provisionally registered against the Vessel under the laws and flag of the approved maritime registry;
  - (g) opinions of special legal advisers to the Purchaser with respect of all relevant matters of the Disposal in the jurisdiction of the approved maritime registry;
  - (h) copies of the invoices for the delivery instalment under the Shipbuilding Contract in respect of which payment is due to the Shipyard from the Seller and a copy of the invoice for the Final Instalment issued by the Seller;
  - (i) evidence that any other extra costs due to the Shipyard in relation to the Vessel have been or will be paid in full on the Delivery Date;
  - (j) the satisfaction of all conditions precedent listed in the Bareboat Charter Agreement with respect to the delivery of the Vessel;
  - (k) the satisfaction of all conditions precedent listed in the ECA Loan Agreement with respect to the first drawdown thereunder;
  - (l) the satisfaction of all conditions precedent listed in the Tax Loan Agreement with respect to the first drawdown thereunder; and
  - (m) each of the Mortgage, the Security Deed, the Management Agreement and the Manager's Undertaking having been duly executed by the parties thereto; and
- (ii) the Seller having sent to the Purchaser a notice of the scheduled Delivery Date thirty days before such expected date and a notice of the expected date for payment of the Final Instalment (together with, if applicable, a copy of the Shipyard's notice for payment of the delivery instalment under the Shipbuilding Contract) no later than ten days before the expected date for payment.

## **Completion**

The delivery of the Vessel by the Seller to the Purchaser pursuant to the Acquisition Contract shall take place simultaneously with the delivery of the Vessel by the Shipyard to the Seller pursuant to the Shipbuilding Contract and the payment of the Final Instalment by the Purchaser to the Seller, which is expected to be in May 2020 (“**Completion**”).

## **Bareboat Charter Agreement and Share Purchase Option Agreement**

Prior to Completion, the Seller will enter into the Bareboat Charter Agreement with the Purchaser in relation to the bareboat chartering of the Vessel and the Share Purchase Option Agreement with the Purchaser Partners whereby the Purchaser Partners will grant an option to the Seller to purchase all the shares in the Purchaser. As at the date of this announcement, the parties are still in the process of negotiating the terms of the Bareboat Charter Agreement and the Share Purchase Option Agreement. Further announcement(s) will be made by the Company as and when appropriate.

## **THE SUBORDINATED LOAN AGREEMENT**

### **Date**

23 December 2019

### **Parties**

- (i) The Seller (as lender)
- (ii) The Purchaser (as borrower)

### **Subject Matter**

The Seller agreed to grant the Subordinated Loan in an aggregate amount up to EUR300 million (equivalent to approximately HK\$2,621 million) to the Purchaser to finance:

- (i) the payment of the First Instalment;
- (ii) the partial payment of the fees payable under the ECA Loan Agreement;
- (iii) the interest incurred until the Delivery Date under the Subordinated Loan;
- (iv) a portion of the interest incurred after the Delivery Date under the Subordinated Loan; and
- (v) if the Seller has not purchased all the shares in the Purchaser on or before 1 January 2027 pursuant to the Share Purchase Option Agreement, certain amounts to be deposited and pledged in favour of the Tax Loan Lender so that the amount deposited and pledged is equivalent to outstanding amount under the Tax Loan.

Subject to the repayment obligation arising on the Delivery Date, the Subordinated Loan shall be subordinated to the ECA Loan and the Tax Loan.

## **Drawdown Conditions and Schedule**

Drawdown under the Subordinated Loan is subject to satisfaction of the following conditions:

- (i) the Seller having received a copy of the articles of association or equivalent constitutional documents of the Purchaser;
- (ii) the Seller having received a copy of the power of attorney issued by the Purchaser to execute the Subordinated Loan Agreement; and
- (iii) the Seller having received evidence that, amongst others, the Acquisition Contract and the Shipbuilding Contract are effective.

Amounts under the Subordinated Loan may be drawn down in several tranches.

## **Interest Rate**

7.00% per annum, accrued from day to day and calculated annually, on the basis of the actual number of days elapsed and a 360 days per year basis.

## **Accrual and payment of interest**

Interests accruing under the Subordinated Loan are determined as follows:

- (i) until the Delivery Date, the interest period shall start on the first drawdown date and end on the payment date of the Final Instalment; and
- (ii) as from the Delivery Date, each interest period shall have a term of six months and correspond with the rental period under the Bareboat Charter Agreement.

## **Repayment**

Amounts drawn under the Subordinated Loan, together with all accrued, capitalised and unpaid interest, shall be repaid by the Purchaser as follows:

- (i) on the Delivery Date, the Subordinated Loan shall be repaid in an amount equal to:
  - (a) the amount drawn down under the ECA Loan; *less*
  - (b) the Final Instalment payable under the Acquisition Contract, the ECA Loan Premium paid on such date, the interest on the Subordinated Loan paid on such date, the Commitment Fees and the Upfront Fees paid on such date;
- (ii) if the Early Purchase Option or the Final Purchase Option is exercised by the Seller, upon completion of the Early Purchase Option or the Final Purchase Option, the Subordinated Loan shall be repaid by netting off outstanding amounts repayable by the Purchaser to the Seller under the Subordinated Loan against the exercise price of the Early Purchase Option or Final Purchase Option payable by the Seller to the Purchaser; and

- (iii) if neither Early Purchase Option nor the Final Purchase Option is exercised, the earlier of:
- (a) the expiry date of the Bareboat Charter Agreement; (b) the date on which the aggregate amount payable by the Seller to the Purchaser upon termination of the Bareboat Charter Agreement is received by the Purchaser; and (c) the date on which the Purchaser receives the net sale proceeds from the sale of the Vessel.

## **REASONS FOR, AND BENEFITS OF, ENTERING INTO THE TRANSACTIONS**

The Company considers the Transactions to be beneficial to the Group as the Group could obtain additional working capital on reasonable terms to support its business activities and capital expenditure while at the same time maintaining the appropriate rights over the Vessel, which will strengthen the cash flow of the Group.

Currently there are three vessels, namely the Vessel and two “Global Class” vessels, under construction in our shipyards. The Transactions, the sale and leaseback of the “Genting Dream” cruise ship (as detailed in the circular of the Company dated 28 November 2019), the disposal of up to 35% equity interest in Dream Cruises Holding Limited (as detailed in the circular of the Company dated 24 September 2019) and the Global I and II Loans (as defined in the circular of the Company dated 24 September 2019) are intended to raise funds to substantially finance the construction costs for the three vessels. The proceeds will also be used for working capital for future operations of the three vessels and providing liquidity to our shipyards.

In accordance with the requirements of Hong Kong Financial Reporting Standards, the Transactions and the transactions contemplated under the ECA Loan Agreement, the Bareboat Charter Agreement and the Share Purchase Option Agreement as a whole shall be accounted for as a financing transaction and therefore would not give rise to any gain or loss.

The terms of the Acquisition Contract and the Subordinated Loan Agreement, including the Consideration, the principal amount and interest rate of the Subordinated Loan were arrived at after arm’s length negotiations between the parties with reference to the contract price of the Shipbuilding Contract and the borrowing cost of the Group.

The Directors are therefore of the view that the terms of the Acquisition Contract, and the Subordinated Loan Agreement and the transactions contemplated thereunder, including the Consideration, the principal amount and the interest rate of the Subordinated Loan, are fair and reasonable, and in the interests of the Company and the Shareholders as a whole.

## **INFORMATION ON THE COMPANY AND THE PARTIES**

### **The Company, the Seller Parent and the Seller**

The Company is an investment holding company and its subsidiaries are principally engaged in the business of cruise and cruise-related operations, shipyard operations and leisure, entertainment and hospitality activities.



The Seller Parent is principally engaged in the holding of the legal and beneficial title to the Seller and is an indirect wholly-owned subsidiary of the Company.

The Seller is principally engaged in holding the legal and beneficial title to the Vessel and its bareboat chartering and is an indirect wholly-owned subsidiary of the Company.

### **The Other Parties**

The Purchaser is an investment holding company which is directly wholly-owned by the Purchaser Partners which are in turn indirectly wholly-owned by the Crédit Agricole group. The Crédit Agricole group is one of the largest bank in France and worldwide.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, each of the Purchaser, the Purchaser Partners and their respective ultimate beneficial owners is a third party independent of the Company and connected persons of the Company.

### **The Vessel**

Upon completion of construction, the Vessel will be one of the cruise ships operated under the Crystal Cruises brand. As at 30 September 2019, the unaudited net asset value of the Vessel was approximately US\$271 million (equivalent to approximately HK\$2,114 million).

### **LISTING RULES IMPLICATIONS**

Notwithstanding the Disposal and the Subordinated Loan are part and parcel to the same Transactions, the Company has assessed each of these components of the Transactions under Chapter 14 of the Listing Rules separately. Accordingly:

- (i) As one of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the Disposal exceeds 25% but all are less than 75%, the Disposal constitutes a major transaction for the Company under Chapter 14 of the Listing Rules and is subject to the reporting, announcement, circular and shareholders' approval requirements under the Listing Rules.
- (ii) As one the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the Subordinated Loan exceeds 25% but all are less than 75%, the Subordinated Loan constitutes a major transaction for the Company under Chapter 14 of the Listing Rules and is subject to the reporting, announcement, circular and shareholders' approval requirements under the Listing Rules.

So far as the Company is aware, as at the date of this announcement, no Shareholder has a material interest in the Transactions which would require it to abstain from voting at the SGM if it were convened to approve the Transactions. In accordance with Rule 14.44 of the Listing Rules, in lieu of holding a SGM for approving the Transactions, the Company will obtain written Shareholders' approval in respect of the Transactions from a closely allied group of Shareholders comprising Golden Hope as trustee of the GHUT, Joondalup and Tan Sri Lim Kok Thay, which together hold an aggregate of 6,372,214,385 Shares, representing approximately 75.12% of the issued share capital of the Company as at the date of this announcement.

Pursuant to Rule 14.41(a) of the Listing Rules, the Company is required to despatch to Shareholders for information purposes a circular containing, among other things, further information on the Transactions within 15 business days after the publication of this announcement. As additional time is required for the Company to prepare the relevant financial and other information to be included in the circular, the Company will apply for a waiver from strict compliance with Rule 14.41(a) of the Listing Rules from the Stock Exchange so that the despatch date of the circular can be postponed to a date, more than 15 business days (as defined in the Listing Rules) after the publication of this announcement, which is expected to be on or before 21 February 2020.

It is expected that the transactions contemplated under the Bareboat Charter Agreement and/or the Share Purchase Option Agreement may constitute notifiable transactions of the Company under the Listing Rules, the Company will comply with the relevant reporting, announcement, circular and shareholders' approval requirements as and when appropriate under the Listing Rules.

**AS COMPLETION IS SUBJECT TO FULFILMENT (OR IF APPLICABLE, WAIVER) OF THE COMPLETION CONDITIONS AS SET OUT IN THE ACQUISITION CONTRACT, THE TRANSACTIONS MAY OR MAY NOT PROCEED. THE ISSUE OF THIS ANNOUNCEMENT DOES NOT IN ANY WAY IMPLY THAT THE TRANSACTIONS WILL BE IMPLEMENTED OR COMPLETED. SHAREHOLDERS AND POTENTIAL INVESTORS SHOULD EXERCISE CAUTION WHEN DEALING IN THE SHARES.**

## **DEFINITIONS**

Unless the context otherwise requires, the following expressions have the following meanings in this announcement:

“Acquisition Contract”	the acquisition contract dated 23 December 2019 between the Seller and the Purchaser in relation to the sale and purchase of the Vessel
“Bareboat Charter Agreement”	the bareboat charter agreement to be entered into between the Seller (as charterer) and the Purchaser (as owner) in relation to the bareboat chartering of the Vessel prior to Completion
“Board”	the board of directors of the Company
“Business Day”	a day (other than a Saturday or Sunday) on which banks are open for general business in Paris, Frankfurt, Wismar (Germany) and Hong Kong
“CACIB”	Crédit Agricole Corporate and Investment Bank, a company incorporated in France
“Commitment Fees”	the commitment fees payable by the Purchaser to the ECA Agency in relation to the ECA Loan

“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
“Completion”	has the meaning given to it under the section headed “ <i>THE ACQUISITION CONTRACT – Completion</i> ”
“connected person(s)”	has the same meaning as ascribed to it under the Listing Rules
“Consideration”	has the meaning given to it under the section headed “ <i>THE ACQUISITION CONTRACT – Consideration</i> ”
“Delivery Date”	the date on which the Vessel is delivered by the Shipyard to the Seller pursuant to the Shipbuilding Contract and, simultaneously, by the Seller to the Purchaser pursuant to the Acquisition Contract, which is expected to be in May 2020
“Director(s)”	the director(s) of the Company
“Disposal”	the sale of the Vessel by the Seller to the Purchaser pursuant to the Acquisition Contract
“Early Purchase Option”	an option to be granted by the Purchaser to the Seller pursuant to the Bareboat Charter Agreement to purchase the Vessel prior to the end of the charter period under the Bareboat Charter Agreement
“ECA Agency”	Euler Hermes Aktiengesellschaft, acting on behalf of the German state
“ECA Lenders”	CACIB and any other first ranking international banks to be sourced by them
“ECA Loan”	a EUR loan covered by the ECA Agency to be granted by the ECA Lenders to the Purchaser to finance the Final Instalment and repay a portion of the Subordinated Loan
“ECA Loan Agreement”	the ECA loan agreement to be entered into, among others, among the ECA Lenders (as lenders), the Purchaser (as borrower), CACIB (as loan agent) and the Security Agent in such terms and conditions to be approved by the Seller
“ECA Loan Premium”	the premium, to be paid pursuant to the terms and conditions that will be set out in the ECA Loan Agreement, payable by the Purchaser to the ECA Agency in respect of the ECA insurance policy

“Endeavor Holdings”	Endeavor Holdings Limited, a company incorporated in the Isle of Man with limited liability and an indirect wholly-owned subsidiary of the Company
“EUR”	Euros, the lawful currency of the participating states within the European Union
“Final Instalment”	has the meaning given to it under the section headed “ <i>THE ACQUISITION CONTRACT – Consideration</i> ”
“Final Purchase Option”	an option to be granted by the Purchaser to the Seller pursuant to the Bareboat Charter Agreement to purchase the Vessel at the end of the charter period under the Bareboat Charter Agreement
“First Instalment”	has the meaning given to it under the section headed “ <i>THE ACQUISITION CONTRACT – Consideration</i> ”
“GHUT”	Golden Hope Unit Trust, a private unit trust which is held directly and indirectly by Summerhill Trust Company (Isle of Man) Limited (formerly known as First Names Trust Company (Isle of Man) Limited) as trustee of a discretionary trust, the beneficiaries of which are Tan Sri Lim Kok Thay, Mr. Lim Keong Hui and certain other members of Tan Sri Lim Kok Thay’s family
“Golden Hope”	Golden Hope Limited, a company incorporated in the Isle of Man with limited liability and a substantial shareholder of the Company holding directly 5,456,942,124 Shares (representing approximately 64.33% of the Company’s issued share capital as at the date of this announcement) in its capacity as trustee of the GHUT
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of the Hong Kong Special Administrative Region
“Intercreditor Agreement”	the intercreditor agreement to be entered into by, among others, the Purchaser, the ECA Lenders, the Security Agent, the Tax Loan Lender and the Purchaser Partners
“Joondalup”	Joondalup Limited, a company incorporated in the Isle of Man with limited liability holding directly 546,628,908 Shares (representing approximately 6.44% of the Company’s issued share capital as at the date of this announcement). Joondalup is wholly-owned by Golden Hope as trustee of the GHUT

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Management Agreement”	the agreement to be entered into between the Seller (as charterer) and the approved manager of the Vessel to manage technically and commercially the Vessel
“Manager’s Undertaking”	an undertaking to be executed by the approved manager of the Vessel in favour of the Security Agent
“Mortgage”	the first ranking mortgage over the Vessel to be granted by the Purchaser in favour of the Security Agent
“Purchaser”	SNC Endeavor Leasing, a company incorporated in France which is directly wholly-owned by the Purchaser Partners
“Purchaser Partners”	Cafi Hester and Doumer Finance, each of which is a company incorporated in France and an indirect wholly-owned subsidiary of the Crédit Agricole group
“Security Deed”	the first ranking agreement to be entered into among the Purchaser, the Seller and the Security Agent pursuant to which the Vessel’s warranties, the Vessel’s insurances, the capital element of the earnings under the time charter from the Seller (as bareboat charterer) to the Time Charterer and all rights to requisition proceeds will be assigned to the Security Agent
“Security Agent”	the entity to be appointed as security agent on behalf of the ECA Lenders and the Tax Loan Lender pursuant to the Intercreditor Agreement
“Seller”	Crystal Endeavor SAS, a company incorporated in France, a direct wholly-owned subsidiary of the Seller Parent and an indirect wholly-owned subsidiary of the Company
“Seller Parent”	CruiseGlobal SAS, a company incorporated in France and an indirect wholly-owned subsidiary of the Company
“SGM”	a special general meeting of the Company
“Share Purchase Option Agreement”	the agreement to be entered into between the Seller and the Purchaser Partners in relation to the grant of an option by the Purchaser Partners to the Seller to purchase all the shares in the Purchaser
“Shares”	ordinary shares with par value of US\$0.10 each in the share capital of the Company

“Shareholder(s)”	holder(s) of the Share(s)
“Shipbuilding Contract”	the Shipbuilding Contract dated 19 August 2019 among the Shipyard (as builder), Endeavor Holdings (as buyer) and the Company (as guarantor) in relation to the construction of the Vessel with a contract price of up to EUR350 million (equivalent to approximately HK\$3,058 million) (as amended, restated, supplemented or otherwise modified from time to time), of which certain rights and obligations have been novated by Endeavor Holdings to the Seller pursuant to a novation agreement dated 23 December 2019
“Shipyard”	MV Werften Wismar GmbH, a company incorporated in Germany with limited liability and an indirect wholly-owned subsidiary of the Company, which operates three shipyards in Wismar, Warnemünde and Stralsund respectively in Germany
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subordinated Loan”	the unsecured subordinated loan granted by the Seller to the Purchaser to finance, among other things, the First Instalment under the Acquisition Contract
“Subordinated Loan Agreement”	the subordinated loan agreement dated 23 December 2019 between the Seller (as lender) and the Purchaser (as borrower) in relation to the Subordinated Loan
“Tan Sri Lim Kok Thay”	Tan Sri Lim Kok Thay, the Chairman and Chief Executive Officer, an Executive Director and a substantial Shareholder of the Company who directly holds 368,643,353 Shares (representing approximately 4.35% of the issued share capital of the Company as at the date of this announcement)
“Tax Loan”	a loan to be granted by CACIB to the Purchaser, the proceeds of which will be used to: (i) finance initial upfront expenses incurred by the Purchaser, up to a maximum aggregate amount of EUR80,000 (equivalent to approximately HK\$698,944), and (ii) be placed on a deposit pledged in favour of the Tax Loan Lender
“Tax Loan Agreement”	a loan agreement to be entered into between CACIB (as lender) and the Purchaser (as borrower) in respect of the Tax Loan
“Tax Loan Lender”	CACIB, as lender under the Tax Loan Agreement
“Time Charterer”	Crystal Cruises, LLC, a company incorporated in California, United States of America with limited liability and an indirect wholly-owned subsidiary of the Company

“Transactions”	the transactions contemplated under the Acquisition Contract the Subordinated Loan Agreement (which include the Disposal and the Subordinated Loan)
“Upfront Fees”	the structuring fee, the underwriting fee and the participation fee payable by the Purchaser to CACIB (as loan agent) in relation to the ECA Loan
“US\$”	United States dollar(s), the lawful currency of the United States of America
“Vessel”	a luxury passenger cruise ship for up to approximately 200 passengers (to be named “Crystal Endeavor”) be built at the Shipyard, pursuant to the Shipbuilding Contract
“%”	Per-cent

By Order of the Board

**Tan Sri Lim Kok Thay**

*Chairman and Chief Executive Officer*

Hong Kong, 23 December 2019

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

*In this announcement, the HK\$ amounts have been converted from EUR and US\$ amounts at the rates of EUR1.0000 to HK\$8.7368 and US\$1.0000 to HK\$7.8000 respectively. Such conversions are for the convenience of the readers only. No representation is made that the amounts stated in this announcement have been or could have been or could be converted at the above rate.*