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

**CONNECTED TRANSACTION  
IN RELATION TO THE DISPOSAL OF THE BOEING 787-8 AIRCRAFT**

The Board announces that on 26 October 2021 (Miami, Florida Time), the Seller and the Purchaser entered into the Agreement relating to the sale and purchase of the Aircraft at the total consideration of US\$25,000,000 (equivalent to approximately HK\$195,000,000).

Tan Sri Lim is an Executive Director, a substantial shareholder and a connected person of the Company. Tan Sri Lim is a beneficiary of a discretionary trust, whose trustee (in its capacity as trustee of such discretionary trust) indirectly holds more than 30% of the equity interests in GENT. The Purchaser is an indirect wholly-owned subsidiary of GENT. Accordingly, the Purchaser is considered to be an associate of Tan Sri Lim for the purposes of Chapter 14A of the Listing Rules, and is therefore a connected person of the Company under the Listing Rules. As a result, the Disposal constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in respect of the Disposal, both on a standalone basis and when aggregated with the Global Express Disposal, exceeds 0.1% but all of them are less than 5%, in accordance with Rule 14A.76(2) of the Listing Rules, the Disposal is exempt from the circular (including independent financial advice) and independent shareholders' approval requirements and is only subject to the reporting and announcement requirements under Chapter 14A of the Listing Rules.

**INTRODUCTION**

The Board announces that on 26 October 2021 (Miami, Florida Time), the Seller and the Purchaser entered into the Agreement relating to the sale and purchase of the Aircraft at the total consideration of US\$25,000,000 (equivalent to approximately HK\$195,000,000).

## **THE AGREEMENT**

### **Date**

26 October 2021 (Miami, Florida Time)

### **Parties**

- (i) The Seller, which collectively refers to:
  - (1) Crystal (an indirect wholly-owned subsidiary of the Company, as the sole beneficiary of the Seller Trust)
  - (2) TVPX Aircraft (solely in its capacity as the trustee of the Seller Trust)
- (ii) The Purchaser, which collectively refers to:
  - (3) GTL (as the sole beneficiary of the Purchaser's trust)
  - (4) Bank of Utah (solely in its capacity as the trustee of the Purchaser's trust)

### **Subject matter**

The Seller agreed to sell, and the Purchaser agreed to purchase, the Aircraft at Closing.

### **Consideration**

The total consideration payable by the Purchaser to Crystal for the Aircraft is US\$25,000,000 (equivalent to approximately HK\$195,000,000) (the "**Consideration**"). The Consideration is payable on the date of the Agreement.

### **Basis of Determining the Consideration**

The Consideration was determined after arm's length negotiations between the Seller and the Purchaser, taking into account various factors, including the market prices of similar aircraft, the condition of the Aircraft, the estimated costs in bringing the Aircraft into service and the ability of the Purchaser to enter into the Agreement swiftly. In addition, the Aircraft will be sold on an "as is, where is" basis that the Seller does not need to provide any warranty in regards to the airworthiness of the Aircraft.

### **Delivery Condition**

The Aircraft is to be delivered in "as is, where is" condition with good and marketable title.

## **Closing**

Closing shall take place within three (3) business days of the payment of Consideration.

## **Conditions Precedent**

The Purchaser's obligation to purchase and accept delivery of the Aircraft, and the Seller's obligation to sell the Aircraft, is conditional upon the satisfaction (or waiver) of the following conditions (the "**Closing Conditions**") at Closing:

- (i) neither the Seller nor the Purchaser shall be in breach or default of any of its obligations arising under the Agreement;
- (ii) all representations of the Seller and the Purchaser as set out in the Agreement being true and correct;
- (iii) the Seller shall deliver to the Purchaser the required documents, including documents necessary to convey good and marketable title to the Aircraft to the Purchaser, free and clear of any and all Liens, and bills of sale, assignment of warranties from manufacturers, service providers and suppliers which are still in effect and are assignable or transferable;
- (iv) the Seller and the Purchaser shall follow specified procedures and authorize the escrow agent to effect, amend, discharge and consent to registrations with respect to the Aircraft (including the airframe and engines) and the registration of a contract of sale of the Aircraft (including the airframe and engines) with the International Registry immediately after filing of the FAA bill of sale with the FAA Civil Aviation Registry, and to obtain a priority search certificate from the International Registry confirming no prior International Interests (as defined in the Cape Town Convention) exists that will not be otherwise discharged at Closing;
- (v) the Seller shall deliver the Aircraft to the Purchaser at the agreed delivery location in the required technical condition;
- (vi) the Purchaser shall receive a lien search and title report from FAA showing that according to the records of FAA Civil Aircraft Registry and the International Registry, the Aircraft is free and clear of Liens (other than any Liens to be released at Closing);
- (vii) the Purchaser shall deliver to the escrow agent and the Seller the required documents, including the aircraft registration application for the Aircraft, documents required by the FAA Civil Aviation Registry for registration in the Purchaser's name and delivery receipt for the Aircraft; and
- (viii) both Seller and Purchaser shall perform and comply with all of the terms, conditions and covenants required by the Agreement to be performed or complied with by it prior to or at the Closing.

## **Termination**

The Agreement may be terminated:

- (i) by either the Seller or the Purchaser as non-defaulting party, if there is a breach or default by the defaulting party of any provisions of the Agreement which breach or default is not cured within five (5) business days after the delivery of a notice to the defaulting party; by the Purchaser, if the Aircraft is destroyed or destructed prior to Closing;
- (ii) automatically if there is bankruptcy filing made by or on behalf of the Seller or petition filed against the Seller for reorganization, composition, readjustment, liquidation or similar relief under any law or if any trustee, receiver or liquidator of Seller is appointed; or
- (iii) by either party if there is any failure or delay in the performance of the Seller's or Purchaser's obligations under the Agreement due to force majeure for more than thirty (30) days.

## **REASONS FOR AND BENEFITS OF THE DISPOSAL**

The Disposal is part of the Group's continual exercise in disposing non-core assets, while enabling the Group to enhance liquidity position in light of the uncertainties resulting from the COVID-19 pandemic. The Disposal is also expected to save the cost associated with the maintenance of the Aircraft.

It is intended that the sale proceeds for the Disposal will be used as general working capital for the Group.

Taking into consideration the net proceeds from the Disposal of approximately US\$24,900,000 (net of about US\$100,000 transaction costs) (equivalent to approximately HK\$194,200,000) and the carrying value of the Aircraft of approximately US\$61,900,000 (equivalent to approximately HK\$482,800,000) as at 30 September 2021, the Disposal is expected to result in a loss of approximately US\$37,000,000 (equivalent to approximately HK\$288,600,000). The actual amount of loss as a result of the Disposal to be recorded by the Group will be subject to the review and final audit by the auditor of the Group.

In view of the above, the Board (including the independent non-executive Directors) (with Tan Sri Lim being regarded as having a material interest in the Disposal and having abstained from voting on the relevant Board resolutions in respect of the Disposal) considers that the terms of the Disposal are fair and reasonable, and that the Disposal is on normal commercial terms, in the interest of the Company and its Shareholders as a whole, and is entered into in the ordinary and usual course of the Group's business.

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

### **The Company 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 is Crystal (as the sole beneficiary of the Seller Trust) and TVPX Aircraft (solely in its capacity as the trustee of the Seller Trust). Crystal is an indirect wholly-owned subsidiary of the Company and is the beneficial owner of the Aircraft. Golden Hope Limited (“**Golden Hope**”) as trustee of the GHUT, which directly and indirectly holds 70.915% of the issued share capital of the Company as at the date of this announcement, is a substantial shareholder of the Company. Golden Hope as trustee of the GHUT is principally involved in investment holding.

TVPX Aircraft is principally engaged in the provision of aviation related services including trust service for non-US citizens seeking US registration. The sole shareholder of TVPX Aircraft is TVPX Aircraft Registration Service LLC which is principally engaged in providing aviation related services. To the best of the Directors’ knowledge, information and belief having made all reasonable enquiry, other than in respect of the arrangement as described under the sections headed “*Parties*” and “*Subject Matter*” under “*THE AGREEMENT*” above, TVPX Aircraft and its ultimate beneficial owner are third parties independent of the Company and connected persons of the Company.

### **The Purchaser and GENT**

The Purchaser is GTL and Bank of Utah, a corporation organized and existing under the laws of the State of Utah, not in its individual capacity but solely as purchaser trustee. GTL is an indirect wholly-owned subsidiary of GENT.

GENT is principally an investment holding and management company. It is the ultimate parent company of GTL, whose principal business is casino related marketing efforts including collections and aviation operations. As at the date of this announcement, the single largest shareholder of GENT, Kien Huat Realty Sdn Berhad, holds 42.764% (as direct interest) and 0.241% (as deemed interest) of the total issued shares of GENT. The principal business activity of Kien Huat Realty Sdn Berhad is investment holding.

Bank of Utah is principally engaged in the provision of banking services. The sole shareholder of Bank of Utah is BOU Bancorp, Inc., which is a holding company. To the best of the Directors’ knowledge, information and belief having made all reasonable enquiry, other than in respect of the arrangement as described under the sections headed “*Parties*” and “*Subject Matter*” under “*THE AGREEMENT*” above, Bank of Utah and its ultimate beneficial owner are third parties independent of the Company and connected persons of the Company.

## The Aircraft

The Aircraft is a Boeing 787-8 aircraft manufactured in 2017 by Boeing. As at 30 September 2021, the unaudited net asset value of the Aircraft was approximately US\$61,900,000 (equivalent to approximately HK\$482,800,000) (prepared in accordance with International Financial Reporting Standards). The net loss attributable to the Aircraft for each of the financial period ended 31 December 2019, 31 December 2020 and 30 June 2021 (prepared in accordance with International Financial Reporting Standards) are set out below:

	For the year ended 31 December 2019 (unaudited) US\$	For the year ended 31 December 2020 (unaudited) US\$	For the period from 1 January 2021 to 30 June 2021 (unaudited) US\$
Net profit / (loss) before taxation	(6,452,000) (equivalent to approximately HK\$(50,300,000))	(4,892,000) (equivalent to approximately HK\$(38,200,000))	(2,082,000) (equivalent to approximately HK\$(16,200,000))
Net profit / (loss) after taxation	(6,452,000) (equivalent to approximately HK\$(50,300,000))	(4,892,000) (equivalent to approximately HK\$(38,200,000))	(2,082,000) (equivalent to approximately HK\$(16,200,000))

## GLOBAL EXPRESS DISPOSAL

On 29 June 2021, Crystal Luxury Aircraft Holdings Limited, an indirect wholly-owned subsidiary of the Company, together with Bank of Utah (as seller), entered into a sale and purchase agreement with Resorts World Las Vegas LLC (as purchaser) (which is an indirect wholly-owned subsidiary of GENT) for the disposal of a Global Express XRS aircraft for a total consideration of US\$4,000,000 (equivalent to approximately HK\$31,200,000). The Global Express Disposal constituted a connected transaction under Chapter 14A of the Listing Rules which was disclosed in the announcement of the Company dated 29 June 2021.

## LISTING RULES IMPLICATIONS

Tan Sri Lim is an Executive Director, a substantial shareholder and a connected person of the Company. Tan Sri Lim is a beneficiary of a discretionary trust, whose trustee (in its capacity as trustee of such discretionary trust) indirectly holds more than 30% of the equity interests in GENT. The Purchaser is an indirect wholly-owned subsidiary of GENT. Accordingly, the Purchaser is considered to be an associate of Tan Sri Lim for the purposes of Chapter 14A of the Listing Rules, and is therefore a connected person of the Company under the Listing Rules. As a result, the Disposal constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in respect of the Disposal, both on a standalone basis and when aggregated with the Global Express Disposal, exceeds 0.1% but all of them are less than 5%, in accordance with Rule 14A.76(2) of the Listing Rules, the Disposal is exempt from the circular (including independent financial advice) and independent shareholders' approval requirements and is only subject to the reporting and announcement requirements under Chapter 14A of the Listing Rules.

**AS CLOSING IS SUBJECT TO THE SATISFACTION (OR WAIVER) OF THE CLOSING CONDITIONS AS SET OUT IN THE AGREEMENT, THE DISPOSAL MAY OR MAY NOT PROCEED. THE ISSUE OF THIS ANNOUNCEMENT DOES NOT IN ANY WAY IMPLY THAT THE DISPOSAL WILL BE IMPLEMENTED OR COMPLETED. SHAREHOLDERS AND POTENTIAL INVESTORS SHOULD EXERCISE CAUTION WHEN DEALING IN THE SHARES.**

## **DEFINITIONS**

In this announcement, the following expressions have the following meanings unless the context requires otherwise:

“Agreement”	an aircraft purchase agreement dated 26 October 2021 (Miami, Florida Time) entered into among the Seller and the Purchaser in relation to the sale and purchase of the Aircraft
“Aircraft”	a Boeing model 787-8 aircraft manufactured in 2017 by Boeing
“associate(s)”	has the same meaning ascribed thereto under the Listing Rules
“Bank of Utah”	Bank of Utah, a bank which is headquartered in Utah, the United States of America
“Board”	the board of directors of the Company
“Cape Town Convention”	collectively, the official English language text of the Convention on International Interests in Mobile Equipment, adopted on 16 November 2001, at a diplomatic conference in Cape Town, South Africa, as adopted by the United States of America, and the official English language text of the Protocol to the Convention on matters specific to Aircraft Equipment
“Closing”	closing of the Disposal pursuant to the terms of the Agreement

“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
“connected person(s)”	has the same meaning ascribed thereto under the Listing Rules
“Crystal”	Crystal Acquisition Company Limited, an Isle of Man company, which is an indirect wholly-owned subsidiary of the Company
“Director(s)”	the director(s) of the Company
“Disposal”	the disposal of the Aircraft under the Agreement
“FAA”	the Federal Aviation Administration
“GENT”	Genting Berhad, a company incorporated in Malaysia and listed on the Main Market of Bursa Malaysia Securities Berhad, and an associate of Tan Sri Lim for the purposes of the Listing Rules as at the date of this announcement
“GHUT”	Golden Hope Unit Trust, a private unit trust which is held, directly and indirectly, by Summerhill Trust Company (Isle of Man) Limited as trustee of a discretionary trust, the beneficiaries of which are Tan Sri Lim and certain members of Tan Sri Lim’s family
“Global Express Disposal”	the disposal of a Global Express XRS aircraft by Crystal Luxury Aircraft Holdings Limited, an indirect wholly-owned subsidiary of the Company, together with Bank of Utah to Resorts World Las Vegas LLC pursuant to an agreement dated 29 June 2021, the details of which were disclosed in the announcement of the Company dated 29 June 2021
“Group”	the Company and its subsidiaries from time to time
“GTL”	RWLV EB-5 Fund 7, LLC d/b/a GTL Enterprises, a limited liability company formed in the State of Delaware, USA, which is an indirect wholly-owned subsidiary of GENT
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong



“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“International Registry”	the International Registry of Mobile Assets located in Dublin, Ireland, established pursuant to the Cape Town Convention
“Lien”	any lien, mortgage, security interest, lease, trust, International Interest (as defined in the Cape Town Convention), Prospective International Interest (as defined in the Cape Town Convention), conditional sales contract, charge, claim, or other encumbrance, or right of others, of every kind and description, including, without limitation, mechanics liens, fuel liens, airport liens, customs and import duties, liens for taxes (whether assessed or assessable) as of the time of Closing, whether filed or unfiled, or recorded with the FAA, the International Registry or other governmental or other agency, or unrecorded, or known or unknown, or choate or inchoate, or perfected or unperfected, excluding any of the foregoing (if any) created by or through the Purchaser
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Purchaser”	means, collectively, (1) GTL (as the sole beneficiary of the Purchaser’s trust); and (2) Bank of Utah (solely in its capacity as the trustee of the Purchaser’s trust)
“Seller”	means, collectively, (1) Crystal (as the sole beneficiary of the Seller Trust); and (2) TVPX Aircraft (solely in its capacity as the trustee of the Seller Trust)
“Seller Trust”	TVPX 2019-8384 Business Trust, the trust of which Crystal is a sole beneficiary and pursuant to which the Seller owns legal title to the Aircraft
“Shareholder(s)”	holder(s) of the Share(s)
“Share(s)”	ordinary share(s) with par value of US\$0.10 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“substantial shareholder”	has the meaning ascribed thereto under the Listing Rules
“Tan Sri Lim”	Tan Sri Lim Kok Thay, who is the Chairman and Chief Executive Officer, an Executive Director and a substantial shareholder of the Company
“TVPX Aircraft”	TVPX Aircraft Solutions Inc., a corporation organized under the laws of the State of Utah, the United States of America
“US\$”	United States dollar(s), the lawful currency of the United States of America
“%”	per cent

By Order of the Board  
**TAN SRI LIM KOK THAY**  
*Chairman and Chief Executive Officer*

Hong Kong, 27 October 2021

*As at the date of this announcement, the Board comprises three Executive Directors, namely Tan Sri Lim Kok Thay, Mr. Au Fook Yew (alias Mr. Colin Au) and Mr. Chan Kam Hing Chris, and three Independent Non-executive Directors, namely Mr. Alan Howard Smith, Mr. Lam Wai Hon, Ambrose and Mr. Justin Tan Wah Joo.*

*For the purpose of this announcement, the exchange rate of US\$1.00 = HK\$7.80 has been used, where appropriate, for the purposes of illustration only and does not constitute a representation that any amount has been, could have been or may be exchanged at the above rate or at any other rates or at all.*