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**MIRAMAR GROUP**  
美麗華集團

**MIRAMAR HOTEL AND INVESTMENT COMPANY, LIMITED**

**美麗華酒店企業有限公司**

*(incorporated in Hong Kong with limited liability)*

(Stock code: 71)

**CONTINUING CONNECTED TRANSACTIONS  
IN RESPECT OF LEASE AND LICENCES**

Reference is made to the announcement of the Company dated 12 August 2011 in relation to, inter alia, the Shops 501-502 Tenancy Agreement, the Shops 503A-C Tenancy Agreement, the Signage A Licence Agreement. Those tenancy agreements will expire on 4 August 2014 and the Signage A Licence Agreement will expire on 31 August 2014.

The Board announces that the Group entered into the following agreements on 10 July 2014 with the connected person of the Company, which constitute continuing connected transactions of the Company:

- (1) New Tenancy Agreement entered into between Shahdan, a wholly-owned subsidiary of the Company, as landlord and HPAL, a connected person, as tenant in respect of Premises;
- (2) New Signage A Licence Agreement entered into between Shahdan as licensor and HPAL as licensee in respect of Signage A; and
- (3) Pillar Signage Licence Agreement entered into between Shahdan as licensor and HPAL as licensee in respect of the Pillar Signage Licence Area.

HPAL is an indirect wholly-owned subsidiary of Henderson Land, which in turn is a substantial shareholder of the Company holding approximately 45.08% interests in the Company. Accordingly, HPAL is a connected person of the Company, thereby rendering the New Tenancy Agreement, New Signage A Licence Agreement and Pillar Signage Licence Agreement continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

Since the relevant percentage ratios for the Transactions calculated on an annual basis by reference to the aggregate sum of rents, fees and other charges (exclusive of Government rates) payable by HPAL to the Group are more than 0.1% but less than 5%, in accordance with the Listing Rules, the Transactions are only subject to the reporting and announcement requirements of the Listing Rules and are exempt from the shareholders' approval requirement of the Listing Rules. Details of the Transactions are set out below in this announcement.

References are made to the Previous Announcements in relation to, inter alia,

- (i) a tenancy agreement dated 6 June 2013 entered into between Shahdan as landlord and HPAL as tenant in respect of Shop 3013, 3/F., Miramar Shopping Centre for a term of three years commencing from 16 June 2013 to 15 June 2016;

- (ii) a licence agreement dated 6 June 2013 entered into between Shahdan as licensor and HPAL as licensee in respect of portion of podium roof, 3/F., Miramar Shopping Centre for a term of three years commencing from 16 June 2013 to 15 June 2016;
  - (iii) a licence agreement dated 6 June 2013 entered into between Shahdan as licensor and HPAL as licensee in respect of fan room, 3/F., Miramar Shopping Centre for a term of three years commencing from 16 June 2013 to 15 June 2016;
  - (iv) a tenancy agreement dated 15 May 2012 entered into between Shahdan as landlord and Citistore (Hong Kong) Limited, an indirect wholly-owned subsidiary of Henderson Land, as tenant in respect of Shop 2004, 2/F, Miramar Shopping Centre for an initial term of three years commencing from 3 October 2011 to 2 October 2014 with an option to renew for further three years;
  - (v) Shops 501-502 Tenancy Agreement;
  - (vi) Shops 503A-C Tenancy Agreement; and
  - (vii) Signage A Licence Agreement;
- (collectively the “**Existing Agreements**”) which constitute continuing connected transactions of the Company.

The Board announces that the Group entered into the following agreements on 10 July 2014 with HPAL, a connected person of the Company, which constitute continuing connected transactions of the Company:

#### **DETAILS OF THE NEW TENANCY AGREEMENT**

- |                         |  |
|-------------------------|--|
| Signing date:           | 10 July 2014   |
| Parties:                | Shahdan as landlord<br>HPAL as tenant  |
| Premises I:             | Shops 501-502 and 503A-C, 5/F., Miramar Shopping Centre, 132 Nathan Road, Tsimshatsui, Kowloon, Hong Kong  |
| Term:                   | Three years commencing from 5 August 2014 to 4 August 2017, both days inclusive. Both the landlord and the tenant shall have the right to early terminate the lease by giving a notice of not less than three months to the other party after 4 February 2016  |
| Rent and other charges: | <ul style="list-style-type: none"> <li>(a) rent payable on a monthly basis (exclusive of Government rates, management fee, air-conditioning charges and promotion contribution) during the term is HK\$1,900,000.00;</li> <li>(b) Government rates (subject to Government’s review) is HK\$179,550.00 per quarter;</li> <li>(c) aggregate monthly management fee and air-conditioning charges (subject to periodic review by Shahdan or its designated management company of the Premises) is HK\$320,778.02; and</li> <li>(d) monthly promotion contribution, being 1% of the monthly rent of Premises, that is HK\$19,000.00 subject to periodic review by Shahdan.</li> </ul> |

## **DETAILS OF THE NEW SIGNAGE A LICENCE AGREEMENT**

Signing date:	10 July 2014
Parties:	Shahdan as licensor HPAL as licensee
Signage A:	Signage A on the external wall facing Nathan Road of Miramar Shopping Centre, 132 Nathan Road, Tsimshatsui, Kowloon, Hong Kong
Term:	Two years eleven months and four days commencing from 1 September 2014 to 4 August 2017 subject to the right of early termination. Both the licensor and the licensee shall have the right to early terminate the license by giving a notice not less than three months after 28 February 2015
Licence fee and other charges:	(a) The licence fee (inclusive of electricity charges) payable on a monthly basis during the term is HK\$61,000.00; and  (b) Government rates (subject to Government's review) is HK\$7,950.00 per quarter.
User:	To be used for advertising the trade name of the licensee only

## **DETAILS OF THE PILLAR SIGNAGE LICENCE AGREEMENT**

Signing date:	10 July 2014
Parties:	Shahdan as licensor HPAL as licensee
Pillar Signage Licence Area:	Pillar Signage near Shops Nos. G3-5, two service lift cars and service lift lobby near Shops Nos. G21 and G22 on the Ground Floor of Miramar Shopping Centre, 132 Nathan Road, Tsimshatsui, Kowloon, Hong Kong
Term:	Three years commencing from 5 August 2014 to 4 August 2017 subject to the right of early termination. The licensor shall have the right to early terminate the license by giving one month's prior notice to the licensee and repossess the Pillar Signage Licence Area without any compensation to the licensee
Licence fee and other charges:	(a) The licence fee (exclusive of electricity charges but inclusive of management fee, air-conditioning charge and promotion contribution) payable for the whole term is HK\$1,100.00;  (b) Government rates shall be borne by the licensee in the event the licensor receives the rates assessment bill from the Rating and Valuation Department; and

- (c) Electricity charges, and ongoing maintenance cost (if any) shall be borne by the licensee during the Licence Period.

User: To be used for advertising the trade name of the licensee only

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

Miramar Shopping Centre are held by the Group as investment for rental purposes and the Transactions will contribute to rental income of the Group. The Directors (including the independent non-executive Directors) are of the opinion that the terms of the Transactions are entered into (i) in the ordinary and usual course of business of the Group; (ii) on normal commercial terms; and (iii) on terms that are fair and reasonable and in the interests of the Company and its shareholders as a whole.

The terms of the New Agreements were determined after arm's length negotiations between the parties and after making reference to market rental of Premises and market licence fee of Signage A and Pillar Signage Licence Area endorsed by a valuation certificate dated 26 June 2014 by DTZ Debenham Tie Leung Limited, an independent property valuer. The other terms of the New Agreements were determined with reference to a standard tenancy agreement and licence agreement which were also used in relation to other leases with other tenants of Miramar Shopping Centre.

As the Transactions were entered into in the ordinary and usual course of business of Shahdan and that the rent and other terms of the New Agreements were determined after arm's length negotiations between the parties with reference to the prevailing market rent and market licence fees endorsed by an independent valuer and with reference to the terms of a standard tenancy agreement and licence agreement which are also used in relation to other leases with other tenants of Miramar Shopping Centre, the Directors (including the independent non-executive Directors) are of the opinion that the terms of the New Agreements were fair and reasonable and in the interests of the Company and its shareholders as a whole.

## **LISTING RULES**

HPAL is an indirect wholly-owned subsidiary of Henderson Land, which in turn is a substantial shareholder of the Company holding approximately 45.08% interests in the Company. Accordingly, HPAL is a connected person of the Company, thereby rendering the New Tenancy Agreement, New Signage A Licence Agreement and Pillar Signage Licence Agreement continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

Since both Dr. Lee Shau Kee and Mr. Lee Ka Shing, being Directors, through companies indirectly controlled by the private trust of the family of Dr. Lee Shau Kee, are deemed to be interested in the shares in Henderson Land, they have material interest in the Transactions. The Board had delegated the power to consider and approve all connected transactions of the Company to the Company's Audit Committee. As both Dr. Lee Shau Kee and Mr. Lee Ka Shing are not members of the Audit Committee, they have not voted on the relevant board resolution(s) in respect of the Transactions.

The aggregate annual rental, licence fees and other charges (exclusive of Government rates) payable by HPAL and HREAL to the Group under the transactions contemplated under the Shops 501-502 Tenancy Agreement, Shops 503A-C Tenancy Agreement and the Signage A License Agreement together with the Transactions for each of the financial years ending 31 December 2014, 2015, 2016 and 2017 will be subject to the following cap amounts of

HK\$27,485,100, HK\$33,732,000, HK\$33,932,000, and HK\$20,434,871 respectively. The cap amounts are determined with reference to the annual rent, management fees, air-conditioning charges, promotion contribution, licence fees and other charges (exclusive of Government rates) payable under the Shops 501-502 Tenancy Agreement, Shops 503A-C Tenancy Agreement, the Signage A License Agreement and the New Agreements for each of the financial years ending 31 December 2014, 2015, 2016 and 2017 with respect to the existing and/or new leases for the Premises, Signage A and Pillar Signage Licence Area, the breakdown of which are as follows:

	Year ending 31 December 2014 HK\$	Year ending 31 December 2015 HK\$	Year ending 31 December 2016 HK\$	Year ending 31 December 2017 HK\$
Shops 501-502 Tenancy Agreement	8,500,000	---	---	---
Shops 503A-C Tenancy Agreement	5,100,000	---	---	---
Signage A Licence Agreement	440,000	---	---	---
New Tenancy Agreement	13,200,000	33,000,000	33,200,000	20,000,000
New Signage A Licence Agreement	244,000	732,000	732,000	434,871
Pillar Signage Licence Agreement	1,100	---	---	---
Total	<u>27,485,100</u>	<u>33,732,000</u>	<u>33,932,000</u>	<u>20,434,871</u>

Since the relevant percentage ratios for the Transactions calculated on an annual basis by reference to the aggregate sum of rents, licence fees and other charges (exclusive of Government rates) payable by HPAL to the Group, even when aggregated with the annual caps of the Existing Agreements as stated in the Previous Announcements, are more than 0.1% but less than 5%, in accordance with the Listing Rules, the Transactions are only subject to the reporting and announcement requirements of the Listing Rules and are exempt from the shareholders' approval requirement of the Listing Rules.

## GENERAL

The Company's principal activities consist of hotel business, food and beverage operations, travel operation and property business. The principal business of Shahdan is property rental. The principal activities of HPAL are provision of management and agency services.

## DEFINITIONS

Unless otherwise defined, the following expressions shall have the following meanings in this announcement:

"Board" the board of Directors

“Company”	Miramar Hotel and Investment Company, Limited 美麗華酒店企業有限公司, a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“connected person”	has the meaning ascribed thereto under the Listing Rules
“Directors”	the directors of the Company
“Group”	the Company and its subsidiaries
“Henderson Land”	Henderson Land Development Company Limited, a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“HPAL”	Henderson Property Agency Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of Henderson Land
“HREAL”	Henderson Real Estate Agency Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of Henderson Land
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“New Agreements”	collectively, the New Tenancy Agreement, the New Signage A Licence Agreement and the Pillar Signage Licence Agreement
“New Signage A Licence Agreement”	the agreement entered into between Shahdan as licensor and HPAL as licensee in respect of the license of Signage A dated 10 July 2014
“New Tenancy Agreement”	the agreement entered into between Shahdan as landlord and HPAL as tenant in respect of the tenancy of the Premises dated 10 July 2014
“Pillar Signage Licence Area”	Pillar Signage near Shops Nos. G3-5, two service lift cars and service lift lobby near Shops Nos. G21 and G22 on the Ground Floor of Miramar Shopping Centre, 132 Nathan Road, Tsimshatsui, Kowloon, Hong Kong
“Pillar Signage Licence Agreement”	the agreement entered into between Shahdan as licensor and HPAL as licensee in respect of the Pillar Signage Licence Area dated 10 July 2014

“Premises”	Shops 501-502 and 503A-C, 5/F., Miramar Shopping Centre, 132 Nathan Road, Tsimshatsui, Kowloon, Hong Kong
“Previous Announcements”	the announcements of the Company dated 12 August 2011, 15 May 2012 and 6 June 2013
“Signage A”	Signage A on the external wall facing Nathan Road of Miramar Shopping Centre, 132 Nathan Road, Tsimshatsui, Kowloon, Hong Kong
“Signage A Licence Agreement”	the licence agreement entered into between Shahdan as licensor and HREAL as licensee in respect of Signage A dated 12 August 2011
“Shahdan”	Shahdan Limited 正信有限公司, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transactions”	collectively, the transactions contemplated under the New Agreements

By Order of the Board  
 Chu Kwok Sun  
 Corporate Secretary

Hong Kong, 10 July 2014

*As at the date of this announcement, (i) the executive directors of the Company are: Mr. Lee Ka Shing, Mr. Richard Tang Yat Sun, Mr. Colin Lam Ko Yin, Mr. Norman Ho Hau Chong and Mr. Eddie Lau Yum Chuen; (ii) the non-executive directors of the Company are: Dr. Lee Shau Kee, Dr. Patrick Fung Yuk Bun, Mr. Dominic Cheng Ka On and Mr. Alexander Au Siu Kee; (iii) the independent non-executive directors of the Company are: Dr. David Sin Wai Kin, Mr. Wu King Cheong, Dr. Timpson Chung Shui Ming, Mr. Howard Yeung Ping Leung and Mr. Thomas Liang Cheung Biu.*