CONTINUING CONNECTED TRANSACTIONS

We have entered into, and will continue to engage in, various transactions with the LVS Group, which will continue from time to time after [●]. After completion of [●], the transactions set out below will be regarded as continuing connected transactions under the Listing Rules.

Overview of the Continuing Connected Transactions

The following are continuing connected transactions entered into between our Group and the LVS Group. A summary of such continuing connected transactions is provided below and further details are provided in subsequent pages.

I. Continuing Connected Transactions Exempt From Reporting, Announcement and Independent Shareholders' Approval Requirements Under Listing Rule 14A.33

No.	Nature of Transaction
1.	Reciprocal global procurement consultancy services;
2.	Reciprocal transportation and related logistic services;
3.	Reciprocal administrative and logistics services; and
4.	The trademark license agreement dated May 25, 2006 entered into between VML and VCL (as licensees) with LVS, Las Vegas Sands, LLC and Venetian Casino Resort, LLC (as licensors) (the "First Trademark License Agreement").

II. Continuing Connected Transactions Exempt From Independent Shareholders' Approval Requirements But Subject to Reporting and Announcement Requirements Under Listing Rule 14A.34

No.	Nature of Transaction
1.	Reciprocal design, development and construction consultancy services; and
2.	Joint international marketing and retail leasing, management and marketing services.

III. Continuing Connected Transactions Subject to Reporting, Announcement and Independent Shareholders' Approval Requirements Under Listing Rule 14A.35

No.	Nature of Transaction
1.	The Second Trademark Sub-License Agreement

Category I—Continuing Connected Transactions Exempt From Reporting, Announcement and Independent Shareholders' Approval Requirements Under Listing Rule 14A.33

Since LVS is our Controlling Shareholder, and therefore a connected person with respect to our Company under the Listing Rules, we have entered into the Shared Services Agreement to regulate our relationship with respect to the provision of the shared services set forth in items 1-3 in Category I and Items 1-2 in Category II above. The Shared Services Agreement, the terms and conditions of which are summarized below, contains the principles, guidelines, terms and conditions for the provision of the following products and services by the LVS Group to our Group or our Group to the LVS Group, as applicable (the "Scheduled Products and Services").

1. Reciprocal Global Procurement Consultancy Services

We and the LVS Group have agreed to provide reciprocal global procurement consultancy services in relation to the global procurement of raw materials, furniture, fixtures and equipment, operating supplies and room amenities, among other items, with respect to the design, development, construction, equipping, management and operation of casinos, casino hotels and integrated resorts. The costs and expenses payable by our Group or the LVS Group, as applicable, as set out under the Shared Services Agreement will be calculated on a cost plus basis. Typically, the allocation is done on the basis of the number of rooms or employees for which such materials, furniture, fixture and equipment, operating supplies or room amenities are

purchased. For the years ending December 31, 2009, 2010 and 2011, the aggregate fees expected to be paid by our Group to the LVS Group on an annual basis for these services will not exceed US$2.0 million, US$1.9 million and US$1.9 million, respectively, based on the historical figures related to such services of US$2.6 million, US$1.8 million and US$2.8 million for the years ended December 31, 2006, 2007 and 2008, respectively, and the extent and volume of the services we expect the LVS Group to provide during such periods. For the years ending December 31, 2009, 2010 and 2011, the aggregate fees expected to be paid by the LVS Group to our Group on an annual basis for these services will not exceed US$0.5 million, US$1.0 million and US$1.0 million, respectively, based on the historical figures related to such services of US$0.6 million, US$1.1 million and US$2.0 million for the years ended December 31, 2006, 2007 and 2008, respectively, and the extent and volume of the services our Group expects to provide the LVS Group during such periods. The aggregate fees expected to be paid by our Group to the LVS Group and vice versa on an annual basis for the reciprocal global procurement consultancy services will not exceed the de minimis thresholds under Rule 14A.33(3) of the Listing Rules, and accordingly will be exempted from the reporting, announcement and independent shareholders' approval requirements under the Listing Rules.

2. Reciprocal Transportation and Related Logistics Services

We and the LVS Group have agreed to provide reciprocal transportation and related logistics services in connection with the use of private jets and corporate aircraft owned by the LVS Group or available to the LVS Group under timeshare arrangements with other proprietors controlled by our Controlling Shareholder. The costs and expenses payable by our Group or the LVS Group, as applicable, as set out under the Shared Services Agreement will be calculated on a cost basis. These private jets and corporate aircraft are principally used to provide premium flight transportation services to our VIP players and premium players in order to bring them to our properties. The aggregate fees expected to be paid by our Group to the LVS Group for such transportation and related logistics services for each of the years ending December 31, 2009, 2010 and 2011 is US$1.6 million, US$1.7 million and US$1.9 million, respectively, based on the historical figures related to such services of nil, US$0.5 million and US$1.7 million for the years ended December 31, 2006, 2007 and 2008, respectively, and the extent and volume of the services our Group expects the LVS Group to provide during such periods. The aggregate fees expected to be paid by the LVS Group to our Group for such transportation and related logistics services for each of the years ending December 31, 2009, 2010 and 2011 is US$0.1 million, US$0.1 million and US$0.1 million, respectively, based on the historical figures related to such services of nil, nil and US$0.1 million for the years ended December 31, 2006, 2007 and 2008, respectively, and the extent and volume of the services our Group expects to provide the LVS Group during such periods. The aggregate fees expected to be paid by our Group to the LVS Group and vice versa on an annual basis for the reciprocal transportation and related logistics services will not exceed the de minimis thresholds under Rule 14A.33(3) of the Listing Rules, and accordingly will be exempted from the reporting, announcement and independent shareholders' approval requirements under the Listing Rules.

3. Reciprocal Administrative and Logistics Services

We and the LVS Group have agreed to provide reciprocal administrative and logistics services, such as legal and regulatory services, back-office accounting (including payroll processing) and handling of telephone calls relating to hotel reservations, tax and internal audit services, limited treasury functions and accounting and compliance services. The fees expected to be paid by our Group to the LVS Group and vice versa will be calculated on a cost basis. The cost (which covers salary and benefits) will be allocated on the basis of the hours worked by the employees providing such services. As such, our Directors are of the opinion that the cost of the services are identifiable and may be allocated to the relevant parties on a fair and equitable basis. The sharing of such administrative services on a cost basis is an exempt continuing connected transaction under Rule 14A.33(2) of the Listing Rules.

Shared Services Agreement

The main terms and conditions of the Shared Services Agreement are summarized below.

Fees. Under the Shared Services Agreement, the price of each of the Scheduled Products and Services provided by the LVS Group to any member of our Group or *vice versa* shall not exceed (i) the actual costs incurred in providing the relevant Scheduled Products and Services as allocated to the recipient of such products and services on a fair and equitable basis; (ii) the actual costs incurred in providing the relevant Scheduled Products and Services allocated to the recipient of such products and services on a fair and equitable basis plus a fee equal to the statutory minimum mark-up required to be charged with respect to such costs; or (iii) the price of the relevant Scheduled Products and Services in the market, which price shall not be higher than either (a) the demonstrated price charged or quoted by independent third parties for the provision of comparable types of products or services under comparable conditions, in the ordinary course of business, to customers that are unrelated to them; or (b) the price charged by members of the LVS Group or our Group, as applicable, to independent third parties or [●] for the provision of comparable types of products or services.

The fees for the provision of such services will be invoiced by the LVS Group or our Group, as applicable, no earlier than the date incurred and paid, in the absence of dispute, within 45 days of receipt of invoice.

Rights and Obligations. Pursuant to the Shared Services Agreement, we reserve our right to choose to receive products and services of the same type and scope as the Scheduled Products and Services from independent third parties in lieu of receiving such products and services under the Shared Services Agreement. Similarly, the LVS Group may provide products and services of the same type and scope as the Scheduled Products and Services to other third parties in addition to us. Such rights and obligations shall apply, with due modifications being made, where Scheduled Products and Services are provided by our Group to the LVS Group.

Term and Termination. The Shared Services Agreement is for a term commencing on [●] and ending on December 31, 2011, being the third financial year end of our Company following [●], provided that (i) we may terminate the Shared Services Agreement at any time by giving at least three months' prior written notice of termination to LVS or (ii) the Shared Services Agreement shall terminate, amongst other circumstances, (a) when LVS ceases to be our Controlling Shareholder; or (b) our Shares cease to be [●]. The Shared Services Agreement may be renewed by the parties before its expiration for a term not exceeding the third financial year of our Company following the date of commencement of the renewed term, subject to compliance with the Listing Rules.

Implementation Agreements. It is envisaged that from time to time, and as required, an implementation agreement for a particular type of product or service will be entered into between the LVS Group and members of our Group under which the LVS Group provides the relevant products or services to us or *vice versa*. Each implementation agreement shall set out the details of the material terms and conditions which shall include, for example, (a) the relevant Scheduled Products and Services to be provided, and (b) the price of the Scheduled Product and Services to be provided.

The term of any implementation agreement shall not exceed the term of the Shared Services Agreement, as such term may be extended from time to time, provided that prior to any extension of the Shared Services Agreement coming into effect, any part of the term or any extension thereof of an implementation agreement which exceeds the original term of the Shared Services Agreement shall remain conditional on the extension of the Shared Services Agreement.

If any waiver which may be granted by the Stock Exchange in relation to the Shared Services Agreement is revoked, cancelled or otherwise becomes invalid, or any applicable requirements of the Listing Rules in relation to connected transactions cannot or can no longer be fulfilled, the Shared

Services Agreement and each of the applicable implementation agreements shall immediately be cancelled or terminated, as the case may be, and no party shall thereafter have any liability thereunder save and except for (a) the obligation to pay for any Scheduled Products and Services previously provided prior to such early termination date; and (b) any antecedent breaches of provisions which are compliant with the Listing Rules. Provision of any particular Scheduled Products and Services shall be subject to the maximum annual caps (if any) set out in this section "Connected Transactions", which caps shall in respect of each year be based on the Scheduled Products and Services actually delivered in that year after taking into account all relevant cancellations, terminations and non-deliveries.

4. First Trademark License Agreement

Pursuant to the First Trademark License Agreement, the licensors granted to each of the licensees a non-exclusive, fully paid-up, royalty-free license to use its registered trademarks, including the "Sands" and the "Venetian" trademarks in Macau solely in connection with the operation of the Sands Macao and The Venetian Macao and related services. The trademarks that are the subject of the First Trademark License Agreement are identical to those licensed under the Second Trademark Sub-License Agreement. The licensees shall only be permitted to use the licensed marks outside Macau in connection with the advertisement and promotion of the Sands Macao and The Venetian Macao in any media throughout the world. The First Trademark License Agreement shall remain in effect for a term commencing on May 25, 2006 and terminate upon the election of any licensor on the earlier to occur of the following: (i) if any licensee at any time is no longer an affiliate (each licensee shall be deemed to be an "affiliate" of a licensor if any licensor and the persons controlling, controlled by or under common control with such licensor collectively have an aggregate profit share or interest in the equity of such licensee of not less than 50.0%) of at least one licensor or (ii) following any material breach of the First Trademark License Agreement by either licensee that is not cured within the relevant grace period or to the extent such material breach is not capable of being cured within the relevant grace period, the relevant licensee does not commence steps that are reasonably designed to cure such material breach within such period. As the First Trademark License Agreement was entered into as a form of security pursuant to a condition to credit extension under the Macau Credit Facility, in the event that refinancing is obtained for the Macau Credit Facility, the obligation to provide security under the First Trademark License Agreement will cease to exist. Upon termination of the First Trademark License Agreement, our Group will still have the benefit of the Second Trademark Sub-License Agreement and, as indicated above, the trademarks covered are the same. As the licenses granted under the First Trademark License Agreement are royalty-free, the aggregate fees expected to be paid by our Group to the LVS Group on an annual basis under the First Trademark License Agreement will not exceed the de minimis thresholds under Rule 14A.33(3) of the Listing Rules, and accordingly will be exempted from the reporting, announcement and independent shareholders' approval requirements under the Listing Rules.

Category II—Continuing Connected Transactions Exempt From Independent Shareholders' Approval Requirements But Subject to Reporting and Announcement Requirements Under Listing Rule 14A.34

1. Reciprocal Design, Development and Construction Consultancy Services

The LVS Group has also agreed to provide to our Group, and our Group has agreed to provide to the LVS Group, certain design, development and construction consultancy services with respect to the design, development and construction of casino, casino hotel and integrated resort projects of the size and scope which we and the LVS Group currently operate and plan to develop in the future, including those on Parcels 5 and 6. The costs and expenses payable by our Group or the LVS Group, as applicable, under the Shared Services Agreement for such design, development and construction consultancy services will be calculated on a cost plus basis. Typically, the allocation is done on the basis of the estimated salary and benefits for the employees of the LVS Group or our Group, as applicable, and the hours worked by such employees providing such services. The aggregate total consideration expected to be paid for

such design, development and construction consultancy services provided by the LVS Group to our Group for each of the years ending December 31, 2009, 2010 and 2011 on an annual basis will not exceed US$1.5 million, US$5.1 million and US$5.0 million, respectively, based on the historical figures related to such services of US$3.2 million, US$5.9 million, US$5.1 million and US$0.6 million for the years ended December 31, 2006, 2007 and 2008, and the six months ended June 30, 2009, respectively, and the extent and volume of the services our Group expects the LVS Group to provide during such periods. The aggregate total consideration expected to be paid for such design, development and construction consultancy services provided by our Group to the LVS Group for each of the years ending December 31, 2009, 2010 and 2011 on an annual basis will not exceed US$3.0 million, US$2.3 million and US$0.7 million, respectively, based on the historical figures related to such services of US$0.3 million, US$0.4 million, US$0.5 million and US$1.5 million for the years ended December 31, 2006, 2007 and 2008, and the six months ended June 30, 2009, respectively, and the extent and volume of the services our Group expects to provide the LVS Group during such periods.

2. Joint International Marketing and Retail Leasing, Management and Marketing Services

The LVS Group has agreed to provide to our Group joint international marketing services targeting VIP players and premium players who wish to patronize our Group's properties in addition to those of the LVS Group, and retail leasing, management and marketing services relating to the retail malls owned or operated by our Group. The aggregate total consideration expected to be paid for such services provided by the LVS Group to our Group for each of the years ending December 31, 2009, 2010 and 2011 on an annual basis will not exceed US$19.8 million, US$19.9 million and US$21.0 million, respectively, based on the historical figures related to such services of US$3.5 million, US$14.4 million, US$20.2 million and US$8.0 million for the years ended December 31, 2006, 2007 and 2008, and the six months ended June 30, 2009, respectively, and the extent and volume of the services our Group expects the LVS Group to provide during such periods. The terms on which the LVS Group has agreed to provide these services are governed by the terms in the Shared Services Agreement.

Category III—Continuing Connected Transactions Subject to Reporting, Announcement and Independent Shareholders' Approval Requirements Under Listing Rule 14A.35

1. Second Trademark Sub-License Agreement

Pursuant to the Second Trademark Sub-License Agreement, Las Vegas Sands, LLC (as licensor) granted to our Group a license to use the trademarks and the service marks set out in "Statutory and General Information" in Appendix VII to this document (a) in the Restricted Zone for the development, operation and marketing of casinos, hotels, integrated resorts and associated facilities located in the Restricted Zone and (b) in the rest of the world, for the marketing of our business in the Restricted Zone. Nothing in the Second Trademark Sub-Licence Agreement shall grant to the licensee or any permitted sublicensee the right to use any licensed marks for the purpose of carrying on any Internet gaming business, even when the portal or the primary users targeted are domiciled within the Restricted Zone. The Second Trademark Sub-License Agreement shall remain in effect for an initial term of slightly over twelve and a half years commencing from [●] and ending on December 31, 2022, so that its term is aligned with the initial term of VML's Subconcession which expires on June 26, 2022. The Second Trademark Sub-License Agreement may be renewed upon the agreement of both parties on such terms as the parties may mutually agree, subject to compliance with the Listing Rules.

The parties are permitted to terminate the Second Trademark Sub-License Agreement prior to the expiration of its initial term by mutual agreement. The licensor is also entitled, upon the compulsion of any law of any of the jurisdictions within the Restricted Zone, to terminate the grant of a license. The Second Trademark Sub-License Agreement shall terminate automatically,

without any notice to the licensee, in the event that LVS is no longer a Controlling Shareholder, or in the event of any sale of all or substantially all of the assets of the licensee, to any person or legal entity which is not a subsidiary or affiliate of LVS, our Company or the licensor.

Under the Second Trademark Sub-License Agreement: (a) for each of the full fiscal years under the initial term through the full fiscal year ending December 31, 2012, the licensee will pay the licensor an annual royalty at the rate of 1.5% of the total gross revenue of The Venetian Macao, 1.5% of the total gross non-gaming revenue and Paiza related gaming revenue of the Sands Macao and 1.5% of the total gross gaming revenue of the Plaza Casino at the Plaza (the "Relevant Royalty"), provided that the total royalty payable in respect of those three properties in each such fiscal year will be capped at US$20.0 million per full fiscal year, and (b) for each of the subsequent full fiscal years under the initial term, commencing with the full fiscal year ending December 31, 2013 and ending with the full fiscal year ending December 31, 2022, the licensee will pay the licensor an annual royalty being the lesser of the Relevant Royalty or the annual caps set out below, such annual caps reflecting an increase of 20.0% for each subsequent year (the "Incremental Rate Caps"):

Year	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Cap (US$ in millions)	24.0	28.8	34.6	41.5	49.8	59.7	71.7	86.0	103.2	123.8

Each subsequent Casino Gaming property that we operate which utilizes any of the licensed marks in connection with generating the relevant revenue, will pay (a) for each of the first three fiscal calendar years after commencement of operations of each subsequent property, a royalty fee of 1.5% of the respective gross revenues of the operations in connection with which such licensed marks are used (the "Subsequent Casino Gaming Property Royalty"), subject to a US$20.0 million cap per fiscal year and (b) for the fiscal calendar years thereafter until expiration of the initial term, the licensee will pay the licensor an annual royalty being the lesser of the Subsequent Casino Gaming Property Royalty or the annual caps set out below, such annual caps reflecting an increase of 20.0% for each subsequent year:

Year	1	2	3	4	5	6	7	8	9	10	11
Cap (US$ in millions)	20	20	20	24.0	28.8	34.6	41.5	49.8	59.7	71.7	86.0

Note: This assumes, for illustrative purposes, that the Casino Gaming properties open on January 1, 2012.

The annual caps set out in (a) and (b) above shall apply separately to each of the future Casino Gaming properties which will be developed and operated on Parcels 5 and 6, Parcels 7 and 8, and Parcel 3 to the extent the operations of such Casino Gaming properties utilize any of the licensed marks.

The following table presents a breakdown of the relevant revenues during the Track Record Period:

	For the year ended December 31,			For the six months ended June 30,	
	2006	2007	2008	2008	2009
	(US$ in millions)				
Total gross revenue of The Venetian Macao	—	807.8	2,383.5	1,162.0	1,142.2
Total gross non-gaming revenue of the Sands Macao	52.7	65.7	81.7	42.1	34.3
Total Paiza related gaming revenue of the Sands Macao	585.5	356.6	689.1	332.0	286.4
Total gross gaming revenue of the Plaza Casino at the Plaza	—	—	51.2	—	83.7
Total Revenue	638.3	1,230.2	3,205.6	1,536.1	1,546.6

To the extent any monthly royalty payment would cause the aggregate payments for any fiscal year to surpass the Incremental Rate Cap for that particular year, the licensee shall only

pay the remaining difference to meet the Incremental Rate Cap for that fiscal year. Royalty payments shall recommence at the start of the next ensuing fiscal year pursuant to the applicable Incremental Rate Cap for that year. All royalties shall be calculated on a monthly basis and paid within 30 days of the end of the prior month. The royalty formula has been agreed based on an assessment of a sampling of royalty rates under trademark license agreements executed or proposed to be executed for comparable transactions where the royalty rate payable under such agreements fell within a range of 1.0% to 3.0% of gross revenues. Based on these comparables, the initial cap of the Relevant Royalty was set at US$20.0 million, which is an effective annual royalty rate of approximately 1.0% of the total gross revenue of The Venetian Macao, the total gross non-gaming revenue of the Sands Macao and the total gross gaming revenue of the Plaza Casino at the Plaza for the fiscal year 2008. The initial cap of the subsequent Casino Gaming Property Royalty was set at US$20.0 million, which is an effective annual royalty rate of approximately 1.0% of the total gross revenue of The Venetian Macao for the fiscal year 2008. Subsequent to the initial term, the 20.0% by which the annual caps will increase for each subsequent year is based on the compound annual growth in the Macau gaming industry from fiscal years 2004 to 2008.

Our Directors consider that such rate is not worse than the rate that could be obtained by our Group under a license granted on normal commercial terms or under similar license agreements made between independent parties. No royalties were paid prior to 2009. Any change to the basis of calculation of the license fee will be subject to the approval of our independent Shareholders unless the Second Trademark Sub-License Agreement is no longer a non-exempt continuing connected transaction requiring independent Shareholders' approval under the Listing Rules. The Company will disclose in the financial statements included in its interim and annual reports to be issued after [●], the license fees paid in connection with the Second Trademark Sub-License Agreement during the same period.

The licensor agrees not to sell, assign, or otherwise dispose of any licensed mark, other than in the ordinary course of business after reasonable prior consultation with the licensee. In the event that the licensee considers the relevant licensed mark material to the existing business of the licensee or any permitted sublicensee, the licensee shall have the first right to purchase such licensed mark together with all connected intangible assets forming part of the same brand bundle ("Right of First Refusal") for such consideration as represents the fair market value of such brand bundle as determined by an independent professional trademark evaluator. However, such Right of First Refusal shall be limited only to those instances in which the licensor has decided to sell, assign, or otherwise dispose of the relevant licensed mark in all jurisdictions where the licensor owns them globally in order to avoid a situation in which a particular family of marks is owned by different affiliates or subsidiaries of the licensor in limited geographic jurisdictions.

In addition, the Second Trademark Sub-License Agreement also includes a confirmation that our Group does not owe the licensor or LVS any royalty payments for the prior license of the trademarks covered by the Second Trademark Sub-License Agreement. The purpose of such confirmation is to ensure that our Group has no liability in respect of the claims to historical royalties deemed to be received from our Group and imputed as income to LVS with respect to its U.S. consolidated tax returns pursuant to U.S. transfer pricing rules and regulations. For the avoidance of doubt, the imputed royalty for the six months ended June 30, 2009 shall not count towards the annual cap as the imputed amount was not in fact paid.

If the Second Trademark Sub-License Agreement is terminated or expires, we will not be able to continue using any of LVS's trademarks, including the "Sands" and "Venetian" trademarks, and would have to rebrand our businesses. In such an event, our Company believes that it will nevertheless still be able to rebrand itself to an equivalent level within an acceptable period of time with minimal disruption to its business. This is especially the case as our Company believes that since our establishment and opening, our Group's properties have quickly attracted a high number of visitors coming from different parts of the world. As such, a lot of our Group's

customers are already very familiar with our Group's properties in Macau in terms of location, the development, the facilities attached, the amenities offered and themes of the properties. Such familiarity of our Group's properties is likely to reduce any negative impact on our Group's business should a re-branding exercise be necessary.

At the end of each financial year, the independent non-executive Directors will review the transactions under the Second Trademark Sub-License Agreement for the purpose of stating in the annual report and accounts whether they have been entered into (1) in the ordinary and usual course of business of our Group; (2) either on normal commercial terms or, if there are no sufficient comparable transactions to judge whether they are on normal commercial terms, on terms no less favorable to our Group than terms available to or from (as appropriate) independent third parties; and (3) in accordance with the Second Trademark Sub-License Agreement on terms that are fair and reasonable and in the interests of our Shareholders as a whole.

Based on the above, our Directors, including our independent non-executive Directors, are of the opinion that a term exceeding three years is required for the Second Trademark Sub-License Agreement, and that the term of slightly over twelve and a half years, coupled with the termination provisions, is beneficial to our Group, and confirm that it is normal business practice for contracts of this type to be of such duration.

Listing Rules Implication

Category I—Continuing Connected Transactions Exempt From Reporting, Announcement And Independent Shareholders' Approval Requirements

As at least one of the relevant applicable percentage ratios set out in the Listing Rules for determining the value of a connected transaction (excluding the profits ratio and the equity capital ratio which are not applicable) for the continuing connected transactions set out in items 1, 2 and 4 in Category I is expected to be less than 0.1% on an annual basis, such transactions are exempt from the reporting, announcement and independent shareholders' approval requirements under the Listing Rules. The continuing connected transaction set out in item 3 in Category I is an exempt continuing connected transaction under Rule 14A.33(2) of the Listing Rules.

Category II—Continuing Connected Transactions Exempt From Independent Shareholders' Approval Requirements But Subject to Reporting and Announcement Requirements

As at least one of the relevant applicable percentage ratios set out in the Listing Rules for determining the value of a connected transaction (excluding the profits ratio and the equity capital ratio which are not applicable) for the continuing connected transactions set out in Category II is expected to be equal to or more than 0.1% but less than 2.5% on an annual basis, such transactions are exempt from the independent shareholders' approval requirements but are subject to the reporting and announcement requirements under the Listing Rules.

Category III—Continuing Connected Transaction Subject to Reporting, Announcement and Independent Shareholders' Approval Requirements

As at least one of the relevant applicable percentage ratios set out in the Listing Rules for determining the value of a connected transaction (excluding the profits ratio and the equity capital ratio which are not applicable) for the continuing connected transaction set out in Category III is expected to be more than 2.5% on an annual basis, such transaction is subject to the reporting, announcement and independent shareholders' approval requirements under the Listing Rules.

Application for Waiver

As at least one of the relevant applicable percentage ratios set out in the Listing Rules for determining the value of a connected transaction (excluding the profits ratio and the equity capital ratio

which are not applicable) for the continuing connected transactions set out in Category II is expected to be equal to or more than 0.1% but less than 2.5% on an annual basis, such transactions are exempt from the independent shareholders' approval requirements but are subject to the reporting and announcement requirements under the Listing Rules.

As at least one of the relevant applicable percentage ratios set out in the Listing Rules for determining the value of a connected transaction (excluding the profits ratio and the equity capital ratio which are not applicable) for the continuing connected transaction set out in Category III is expected to be more than 2.5% on an annual basis, such transaction is subject to the reporting, announcement and independent shareholders' approval requirements under the Listing Rules.

As the transactions contemplated under Category II (i.e., the reciprocal design, development and construction consultancy services and the joint international marketing and retail leasing, management and marketing services) and Category III (i.e., the Second Trademark Sub-License Agreement) are entered into in the ordinary course of business on a continuing basis, our Directors are of the view that disclosure and approval of these transactions in full compliance with the Listing Rules would impose unnecessary administrative costs on us and would hence be impracticable. We have accordingly applied for and the Stock Exchange has granted to us a waiver from strict compliance with the announcement and independent shareholders' approval requirements under Rules 14A.47 and 14A.48 of the Listing Rules, respectively, in connection with the transactions described above for a period of slightly over twelve and a half years for the Second Trademark Sub-Licence Agreement and three financial years for the other transactions following the Listing Date, provided that the annual value of the transactions does not exceed the caps for the relevant period specified. We will comply with the requirements set out in Chapter 14A of the Listing Rules, including Listing Rules 14A.35(1), 14A.35(2), 14A.36 to 14A.40 and 14A.45, as amended from time to time, governing such continuing connected transactions.

Upon expiry of the applicable waiver, the Company will be required to comply with the then-applicable requirements of the Listing Rules or, alternatively, obtain any waivers from strict compliance with such requirements, if such waivers are available.

Each of our Directors (including our independent non-executive Directors) is of the view that the continuing connected transactions mentioned above were entered into in the ordinary and usual course of our business upon normal commercial terms, and that the terms of such continuing connected transactions and the annual caps set out above are fair and reasonable and in the interest of our Shareholders as a whole.

As each of the relevant applicable percentage ratios set out in the Listing Rules for determining the value of a connected transaction (excluding the profits ratio and the equity capital ratio which are not applicable) for the continuing connected transactions set out in items 1, 2 and 4 in Category I is expected to be less than 0.1% on an annual basis, such transactions are exempt from the reporting, announcement and independent shareholders' approval requirements under the Listing Rules. The continuing connected transaction set out in item 3 in Category I is an exempt continuing connected transaction under Rule 14A.33(2) of the Listing Rules. As such, no waiver was applied for in respect of the transactions set out in Category I.

Payments by Our Group Which Do Not Constitute Continuing Connected Transactions

The Shared Services Agreement also documents certain historical arrangements in which our Group and the LVS Group have coordinated efforts to obtain insurance coverage and information technology products and services from third-party service providers. These arrangements will continue after [●]. Such arrangements permit our Group together with the LVS Group to leverage our combined negotiating power for such services or coverage.

With respect to insurance coverage, LVS has executed various insurance policies that provide global coverage for its subsidiaries (including coverage for certain members of our Group). We bear that portion of the premiums charged for such insurance coverage that is proportionate to our share of the insurance coverage. In the event of losses suffered by any members of our Group, the indemnification from the insurers under such policies for such losses will be paid to us.

With respect to information technology products and services, LVS has entered into various enterprise level agreements in order to meet the combined requirements of its subsidiaries (including the requirements of members of our Group). We bear that portion of the cost for such information technology products and services which is proportionate to our share of the use of such information technology products and services.

The above arrangements are not considered continuing connected transactions between our Group and the LVS Group as the LVS Group is not providing our Group with any services or products and *vice versa*.