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新世界百貨中國有限公司

New World Department Store China Limited

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 825)

CONTINUING CONNECTED TRANSACTIONS

RENEWAL OF THE MASTER LEASING AGREEMENT AND THE MASTER SERVICES AGREEMENT

References are made to (i) the announcement of the Company in respect of the Master Leasing Agreement and the Former Master Services Agreement dated 11 April 2014; and (ii) the circular of the Company in relation to, among other things, the Master Leasing Agreement dated 8 May 2014.

On 11 April 2014, the Company and NWD entered into the Master Leasing Agreement in respect of the Leasing Transactions. The Master Leasing Agreement is for a term of three years commencing from 1 July 2014 and expiring on 30 June 2017. Subject to the compliance of the Listing Rules by the Company, the Master Leasing Agreement will be automatically renewed for a successive period of three years from the Leasing Renewal Date. The Company and NWD agreed to renew the Master Leasing Agreement upon the expiry of its initial term on 30 June 2017 for a further term of three years, i.e., up to 30 June 2020.

On 10 April 2017, Mr. Doo and the Company entered into the Master Services Agreement in relation to the Services Transactions.

As at the date of this announcement, NWD is a substantial shareholder of the Company and hence a connected person of the Company. The Leasing Transactions therefore constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

Mr. Doo is an associate of certain Directors and hence Mr. Doo and the Services Group are connected persons of the Company. The Services Transactions therefore constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the highest of the amounts and all the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) of the New Leasing Annual Caps are more than 5% and exceeds HK\$10,000,000, the renewal of the Master Leasing Agreement is subject to the reporting, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules for the Company. In view of the interests of NWD in the Leasing Transactions, NWD and its associates will abstain from voting in respect of the resolutions to be proposed at the EGM to approve the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps.

As the highest of the amounts and all the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) of the Services Annual Caps are less than 5% and exceeds HK\$3,000,000, the Master Services Agreement is subject to the reporting and announcement requirements but is exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules for the Company.

The Company will convene the EGM for the purpose of seeking approval from the Independent Shareholders on, among other things, the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps. The Independent Board Committee has been established to consider the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps, and to advise the Independent Shareholders as to whether the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps are in the interests of the Company and the Shareholders as a whole. SPDB International Capital Limited has been appointed as an independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in this regard.

As additional time is required to prepare the circular of the Company containing, amongst others, further information on (i) the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the independent financial adviser to the Independent Board Committee and the Independent Shareholders; and (iv) the notice of the EGM, the circular is expected to be despatched to the Shareholders on or before 10 May 2017.

INTRODUCTION

References are made to (i) the announcement of the Company in respect of the Master Leasing Agreement and the Former Master Services Agreement dated 11 April 2014; and (ii) the circular of the Company in relation to, among other things, the Master Leasing Agreement dated 8 May 2014.

On 11 April 2014, the Company and NWD entered into the Master Leasing Agreement in respect of the Leasing Transactions. The Master Leasing Agreement is for a term of three years, commencing from 1 July 2014 and expiring on 30 June 2017. Subject to the compliance of the Listing Rules by the Company, the Master Leasing Agreement will be automatically renewed for a successive period of three years from the Leasing Renewal Date. The Company and NWD agreed to renew the Master Leasing Agreement upon the expiry of its initial term on 30 June 2017 for a further term of three years, i.e., up to 30 June 2020.

On 10 April 2017, Mr. Doo and the Company entered into the Master Services Agreement in relation to the Services Transactions.

The principal terms of the Master Leasing Agreement and the Master Services Agreement are set out below.

RENEWAL OF THE MASTER LEASING AGREEMENT

Background

Members of the Group and members of the NWD Group had in the past entered into certain leasing agreements for the leasing of premises by the relevant members of the Group from the relevant members of the NWD Group in accordance with the Master Leasing Agreement and certain of the leasing agreements have not expired as at the Leasing Renewal Date. The Group and the NWD Group wish to continue the leasing agreements and may from time to time enter into new leasing agreements for the leasing of premises by the Group from the NWD Group, and vice versa. The Master Leasing Agreement will expire on 30 June 2017 and will be automatically renewed for a successive period of three years thereafter subject to compliance with certain conditions, including the Listing Rules.

Date

11 April 2014

Parties

- (1) the Company; and
- (2) NWD

General terms for the Leasing Transactions

The relevant members of the Group and the relevant members of the NWD Group may from time to time enter into Definitive Leasing Agreement(s) in relation to any Leasing Transactions upon, and subject to, the terms and conditions in compliance with the Master Leasing Agreement as may be agreed between the relevant members of the Group and the relevant members of the NWD Group. All existing agreements between the relevant members of the Group and the relevant members of the NWD Group in respect of the Leasing Transactions (to the extent which covers the Leasing Transactions after the Leasing Renewal Date) will be treated as Definitive Leasing Agreements made pursuant to the Master Leasing Agreement as from the Leasing Renewal Date.

With effect from the Leasing Renewal Date, the Leasing Transactions shall be conducted:

- (a) in the usual and ordinary course of business of the Company and NWD;
- (b) on normal commercial terms; and
- (c) in compliance with all applicable provisions of the Listing Rules (including the New Leasing Annual Caps), the applicable laws, the Master Leasing Agreement and the relevant Definitive Leasing Agreement.

The consideration for each Definitive Leasing Agreement will be determined in the following manner: a quote will be provided by lessor about which the lessee may, through its operational and technical departments, consider either to accept the quote and proceed with the lease or reject the quote and decline to proceed further, in accordance with the relevant policies and based on other quote(s) for comparable property(ies) obtained from independent third parties in the market.

Conditionality

The renewal of the Master Leasing Agreement is conditional upon the approval by the Independent Shareholders of the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps at the EGM.

Duration

The Master Leasing Agreement shall continue to be effective up to and including 30 June 2020. Subject to compliance with the then relevant requirements of the rules of any stock exchange to which either party to the Master Leasing Agreement is subject to, including, but not limited to, the Listing Rules or, alternatively, any waiver obtained from strict compliance with such requirements, upon expiration of the initial term or subsequent renewal term, the Master Leasing Agreement will be automatically renewed for a successive period of three years thereafter (or such other period permitted under the Listing Rules), unless terminated earlier in accordance with the Master Leasing Agreement.

Historical figures and the New Leasing Annual Caps

The aggregate transaction amounts under the Master Leasing Agreement for the Company for each of the two financial years ended 30 June 2016 and the six months ended 31 December 2016 were approximately RMB315,398,000, RMB275,604,000 and RMB127,700,000, respectively.

The New Leasing Annual Caps for each of the three financial years ending 30 June 2020 are RMB355,660,000, RMB373,178,000 and RMB384,374,000, respectively, and have been determined based on historical transaction amounts under the Master Leasing Agreement, the terms of the leases and the expected growth in the number of new Stores.

Reasons for and benefits of the renewal of the Master Leasing Agreement

Given that the relevant Stores have been operating at the premises owned by the NWD Group (save and except for certain of the premises which are for use as the office and car parks of the Group) for a number of years and the cost to be incurred and the adverse impact on the operation of the Stores in the event of their relocation will be substantial, the Directors believe that maintaining the lease agreements with the NWD Group will ensure the Group's stability in using the relevant premises. The Directors also believe that it is in the interests of the Company to renew the Master Leasing Agreement so that the Group may regulate the existing and future leasing agreements with the NWD Group under a common framework agreement.

The Directors (excluding the independent non-executive Directors who will provide their views after considering the opinion of the independent financial adviser) consider that the renewal of the Master Leasing Agreement have been negotiated on an arm's length basis, are fair and reasonable, on normal commercial terms and within the ordinary and usual course of business of the Group, and are in the interests of the Group and the Shareholders as a whole, and that the New Leasing Annual Caps are fair and reasonable and in the interests of the Group and the Shareholders as a whole.

THE MASTER SERVICES AGREEMENT

Background

On 11 April 2014, Mr. Doo and the Company entered into the Former Master Services Agreement, pursuant to which the relevant members of the Services Group may from time to time enter into definitive agreement(s) with the relevant members of the Group in respect of any transaction as contemplated under the Former Master Services Agreement.

The initial term of the Former Master Services Agreement will expire on 30 June 2017. On 10 April 2017, Mr. Doo, the Company, FSE Engineering and FSE Management entered into the Services Termination Agreement, pursuant to which the parties agree to terminate the Former Master Services Agreement upon the Master Services Agreement becoming effective on the Services Effective Date. Accordingly, Mr. Doo and the Company agree to enter into the Master Services Agreement.

Date

10 April 2017

Parties

- (1) the Company; and
- (2) Mr. Doo

General terms for the Services Transactions

The relevant members of the Group and the relevant members of the Services Group may from time to time enter into Definitive Services Agreement(s) in relation to any Services Transactions upon, and subject to, the terms and conditions in compliance with the Master Services Agreement as may be agreed between the relevant members of the Group and the relevant members of the Services Group. All existing agreements between the relevant members of the Group and the relevant members of the Services Group in respect of the Services Transactions (to the extent which covers the Services

Transactions after the Services Effective Date) will be treated as Definitive Services Agreements made pursuant to the Master Services Agreement as from the Services Effective Date.

With effect from the Services Effective Date, the Services Transactions shall be conducted:

- (a) in the usual and ordinary course of business of the Company and the Services Group;
- (b) on normal commercial terms and based on the prevailing market rates; and
- (c) in compliance with all applicable provisions of the Listing Rules (including the Services Annual Caps), the applicable laws, the Master Services Agreement and the relevant Definitive Services Agreement.

The consideration for each Definitive Services Agreement will be determined in the following manners: (i) in respect of the Contracting Services: through tender from all bidders (including independent third parties in the market), the winning bid of which will be the one with the lowest tender amount and is equal to or better than those offers of independent third parties and recommended by the operational and technical departments in accordance with the relevant policies taking into account of the independent professional advice; or (ii) in respect of the other Services: a quote will be provided by the selling party; the purchasing party may, through its operational and technical departments, consider either to accept the quote and proceed with the purchase or reject the quote and decline to proceed further, based on other quote(s) for similar service(s) obtained from independent third parties in the market.

Duration

The Master Services Agreement is for a term of three years, commencing from the Services Effective Date and expiring on 30 June 2020. Subject to compliance with the then relevant requirements of the rules of any stock exchange to which either party to the Master Services Agreement is subject to, including, but not limited to, the Listing Rules or, alternatively, any waiver obtained from strict compliance with such requirements, upon expiration of the initial term or subsequent renewal term, the Master Services Agreement will be automatically renewed for a successive period of three years thereafter (or such other period permitted under the Listing Rules), unless terminated earlier in accordance with the Master Services Agreement.

Termination of the Former Master Services Agreement

On 10 April 2017, Mr. Doo, the Company, FSE Engineering and FSE Management entered into the Services Termination Agreement pursuant to which the parties agree to terminate the Former Master Services Agreement upon the Master Services Agreement becoming effective on the Services Effective Date. None of the parties has to pay to the other party any penalty and/or compensation under the Services Termination Agreement.

Historical figures and the Services Annual Caps

The aggregate transaction amounts under the Former Master Services Agreement for the Company for each of the two financial years ended 30 June 2016 and the six months ended 31 December 2016 were approximately RMB35,137,000, RMB1,466,000 and RMB67,000, respectively.

The Services Annual Caps for each of the three financial years ending 30 June 2020 are RMB60,458,000, RMB80,401,000 and RMB80,470,000, respectively. Each of the Services Annual Caps has been determined by reference to:

- (a) the historical annual or annualised amounts in respect of that category of the Services provided by the relevant members of the Services Group to the relevant members of the Group during the past financial years; and
- (b) the projected annual or annualised amounts in respect of that category of Services to be provided by the relevant members of the Services Group to the relevant members of the Group, and vice versa, in the next three financial years.

The above-mentioned projected figures are determined basing on the relevant historical transaction amounts and future expansion of the Stores and on the principal assumptions that, for the duration of the projected period, there will not be any adverse change or disruption in market conditions, operation and business environment or government policies which may materially affect the businesses of the Services Group and/or the Group.

Reasons for and benefits of entering into the Master Services Agreement

The transactions contemplated under the Master Services Agreement are expected to be of a recurrent nature and will occur on a regular and continuing basis in the ordinary and usual course of business of the Group and the Service Group. The Master Services Agreement is intended to streamline the continuing connected transactions between members of the Services Group and members of the Group. It provides a single basis on which the Company will comply with the reporting, announcement and independent shareholders' approval requirements, if applicable, in compliance with the Listing Rules and thereby reduce the administrative burden and costs on the Company to comply with such requirements in relation to the execution or renewal of the agreements in respect of the provision of the Services Transactions. The Directors also believe that it is in the interests of the Company to enter into the Master Services Agreement so that the Group may regulate the existing and future services agreements with the Services Group under a common framework agreement. The Definitive Services Agreements will be agreed on an arm's length basis, on normal commercial terms or on terms no less favourable than terms available to or from independent third parties.

The Directors (including the independent non-executive Directors) consider that the terms of the Master Services Agreement have been negotiated on an arm's length basis, on normal commercial terms and are fair and reasonable, and are in the interests of the Group and the Shareholders as a whole, and that the Services Annual Caps are fair and reasonable and in the interests of the Group and the Shareholders as a whole.

INFORMATION ON THE GROUP, NWD AND ITS SUBSIDIARIES, MR. DOO AND THE SERVICES GROUP

The Group is principally engaged in the business of operating department store and other related business and property investment operations in the PRC.

To the best knowledge of the Directors, the principal businesses of NWD and its subsidiaries include property development and investments in the areas of property, infrastructure, hotel operation, department store operation, commercial aircraft leasing, services and technology.

Mr. Doo is an associate of certain Directors.

The Services Group is principally engaged in the provision of services including (i) property investment, property and facility management; (ii) security and guarding services; (iii) cleaning and laundry; (iv) landscaping; (v) provision of environmental engineering services, mechanical and electrical engineering services; (vi) trading of building materials; and (vii) insurance consultancy and brokerage.

LISTING RULES IMPLICATIONS

As at the date of this announcement, NWD is a substantial shareholder of the Company and hence a connected person of the Company. The Leasing Transactions therefore constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

Mr. Doo is an associate of certain Directors and hence Mr. Doo and the Services Group are connected persons of the Company. The Services Transactions therefore constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the highest of the amounts and all the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) of the New Leasing Annual Caps are more than 5% and exceeds HK\$10,000,000, the renewal of the Master Leasing Agreement is subject to the reporting, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules for the Company. In view of the interests of NWD in the Leasing Transactions, NWD and its associates will abstain from voting in respect of the resolutions to be proposed at the EGM to approve the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps.

As the highest of the amounts and all the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) of the Services Annual Caps are less than 5% for the Company and exceeds HK\$3,000,000, the Master Services Agreement is subject to the reporting and announcement requirements but is exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules for the Company.

APPROVAL BY THE BOARD OF DIRECTORS

The renewal of the Master Leasing Agreement

None of the Directors has a material interest in the renewal of the Master Leasing Agreement. Dr. Cheng Kar-shun, Henry, Dr. Cheng Chi-kong, Adrian and Mr. Au Tak-cheong are common directors of the Company and NWD. Other than Dr. Cheng Kar-shun, Henry, Dr. Cheng Chi-kong, Adrian and Mr. Au Tak-cheong, none of the Directors is required to abstain from voting on the relevant board resolutions. Dr. Cheng Chi-kong, Adrian and Mr. Au Tak-cheong who were present at the meeting of the board of the Company have abstained from voting on the relevant board resolutions. Dr. Cheng Kar-shun, Henry was not present at the meeting of the board of the Company and accordingly did not vote on the relevant board resolutions.

The Master Services Agreement

None of the Directors has a material interest in the Master Services Agreement. Mr. Doo is an associate of Dr. Cheng Kar-shun, Henry and Dr. Cheng Chi-kong, Adrian. Dr. Cheng Kar-shun, Henry is a common director of the Company and FSE Engineering, which is a member of the Services Group. Both of Dr. Cheng Kar-shun, Henry and Dr. Cheng Chi-kong Adrian are Directors. Dr. Cheng Chi-kong Adrian who was present at the meeting of the board of the Company has voluntarily abstained from voting on the relevant board resolutions. Dr. Cheng Kar-shun, Henry was not present at the meeting of the board of the Company and accordingly did not vote on the relevant board resolutions.

GENERAL

The Company will convene the EGM for the purpose of, among other things, seeking approval from the Independent Shareholders on the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps. The Independent Board Committee has been established to consider the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps, and to advise the Independent Shareholders as to whether the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps are in

the interests of the Company and the Shareholders as a whole. SPDB International Capital Limited has been appointed as an independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in this regard.

As additional time is required to prepare the circular of the Company containing, amongst others, further information on (i) the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the independent financial adviser to the Independent Board Committee and the Independent Shareholders; and (iv) the notice of the EGM, the circular is expected to be despatched to the Shareholders on or before 10 May 2017.

DEFINITIONS

The following terms have the following meanings in this announcement, unless the context otherwise requires:

“associate”	has the meaning ascribed to it under the Listing Rules
“Cleaning and Landscaping Services”	general cleaning, vessel and vehicle cleaning, office and facility cleaning, recycling and environmental services, landscaping and plant maintenance, the supply of plants, laundry services and related services
“Company”	New World Department Store China Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange, and is a subsidiary of NWD as at the date of this announcement
“Contracting Services”	provision of services as main contractors, management contractors and project managers, building and general construction, civil engineering, building exterior and interior design, building repair, renovation, maintenance consultancy and other services, demolition, piling and foundation, building and property fitting out and decoration work, construction management and the supply of construction and building equipment and materials, electrical and mechanical engineering works, supply and installation of air-conditioning, heating and ventilation systems, fire services systems, plumbing and drainage systems, lift repair and maintenance services, electrical systems and system design and consultancy, computer aided drafting services and related services
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Definitive Leasing Agreement(s)”	definitive agreement(s) which may be entered into between any member(s) of the Group and any member(s) of the NWD Group from time to time in relation to any of the Leasing Transactions at any time during the term of the Master Leasing Agreement
“Definitive Services Agreement(s)”	definitive agreement(s) which may be entered into between any member(s) of the Group and any member(s) of the Services Group from time to time in relation to any of the Services Transactions at any time during the term of the Master Services Agreement

“Directors”	the directors of the Company
“EGM”	an extraordinary general meeting of the Company to be held to consider and, if thought fit, approve, among other things, the renewal of the Master Leasing Agreement, the Leasing Transactions and the New Leasing Annual Caps
“Former Master Services Agreement”	the agreement in relation to the Services Transactions entered into between the Company and Mr. Doo on 11 April 2014 (as amended and supplemented by the Former Supplemental Agreement)
“Former Supplemental Agreement”	the former supplemental agreement to the Former Master Services Agreement entered into between the Company, Mr. Doo, FSE Engineering and FSE Management on 20 November 2015
“FSE Engineering”	FSE Engineering Holdings Limited, a company incorporated in the Cayman Islands with limited liability and is a member of the Services Group, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 331)
“FSE Management”	FSE Management Company Limited, a company incorporated in Hong Kong with limited liability and is a member of the Services Group
“Group”	the Company and its subsidiaries from time to time
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	The Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	an independent committee of the board of the Directors, comprising all of the independent non-executive Directors
“Independent Shareholders”	the Shareholders other than NWD and its associates
“Leasing Renewal Date”	1 July 2017, which is conditional upon the renewal of the Master Leasing Agreement becoming unconditional as set out in the subparagraph headed “Conditionality” under the paragraph headed “Renewal of the Master Leasing Agreement” in this announcement
“Leasing Transactions”	all existing and future transactions between members of the Group and members of the NWD Group regarding the leasing of premises by members of the Group from members of the NWD Group, and vice versa, as contemplated under the Master Leasing Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Master Leasing Agreement”	the agreement in relation to the Leasing Transactions entered into between the Company and NWD on 11 April 2014
“Mr. Doo”	Mr. Doo Wai-hoi, William, an associate of certain Directors, being the brother-in-law of Dr. Cheng Kar-shun, Henry and the

	uncle of Dr. Cheng Chi-kong, Adrian
“New Leasing Annual Caps”	the annual cap amounts payable by the Group to the NWD Group, and vice versa, in respect of the Leasing Transactions for each of the three financial years ending 30 June 2020
“NWD”	New World 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 and is the holding company of the Company as at the date of this announcement
“NWD Group”	NWD, its subsidiaries (other than the Group) and jointly-controlled entities from time to time
“PRC”	the People’s Republic of China, and for the purpose of this announcement, excludes Hong Kong, The Macau Special Administrative Region of the PRC and Taiwan
“Property Management and Rental Services”	property management, property sales, vessel and vehicle sales and letting agency services, pre-marketing consultancy services, technical services, provision of car parking management, rental of properties, concessionaire arrangement and related services
“RMB”	Renminbi, the lawful currency of the PRC
“Services”	the Contracting Services, the Cleaning and Landscaping Services, the Property Management and Rental Services, and such other types of services as members of the Services Group and members of the Group may agree upon from time to time in writing
“Services Annual Caps”	the annual cap amounts payable by the Group to the Services Group, and vice versa, in respect of the Services Transactions for each of the three financial years ending 30 June 2020
“Services Effective Date”	1 July 2017
“Services Group”	Mr. Doo and any company in the equity capital of which Mr. Doo is or will be directly or indirectly interested so as to exercise or control the exercise of 30% (or such other amount as may from time to time be specified in the Codes on Takeovers and Mergers and Buy-backs as being the level for triggering a mandatory general offer) or more of the voting power at general meetings, or to control the composition of a majority of the board of directors and any other company which is its subsidiary
“Services Termination Agreement”	the termination agreement dated 10 April 2017 entered into between Mr. Doo, the Company, FSE Engineering and FSE Management in relation to the termination of Former Master Service Agreement
“Services Transactions”	all existing and future transactions between members of the Group and members of the Services Group regarding the provision of Services by members of the Services Group to members of the Group, and vice versa, as contemplated under the Master Services

Agreement

“Shareholders”	shareholders of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Stores”	the department stores owned by the Group from time to time
“subsidiary”	has the meaning ascribed to it under the Companies Ordinance (Chapter 622 of the laws of Hong Kong)
“substantial shareholder”	has the meaning ascribed to it under the Listing Rules
“%”	per cent.

By order of the board of
New World Department Store China Limited
Wu Yuk-kwai, Catherine
Company Secretary

Hong Kong, 10 April 2017

As at the date of this announcement, the non-executive Directors are Dr. Cheng Kar-shun, Henry, Mr. Au Tak-cheong and Ms. Ngan Man-ying, Lynda; the executive Directors are Dr. Cheng Chi-kong, Adrian and Mr. Cheung Fai-yet, Philip; and the independent non-executive Directors are Mr. Cheong Ying-chew, Henry, Mr. Chan Yiu-tong, Ivan, Mr. Tong Hang-chan, Peter and Mr. Yu Chun-fai.