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AMS PUBLIC TRANSPORT HOLDINGS LIMITED

進智公共交通控股有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 77)

**MINIBUS LEASING AGREEMENT
CONTINUING CONNECTED TRANSACTIONS**

The Group has been deploying the PLBs leased from the Owners. The First Original Minibus Leasing Agreement was entered into between the Original Owners and the Lessee to formalise the leasing arrangements of the PLBs on 22 March 2004 which took effect on 1 April 2003 and continued until 31 March 2006.

The Original Owners and the Lessee subsequently entered into the Second Original Minibus Leasing Agreement, the Third Original Minibus Leasing Agreement, the Fourth Original Minibus Leasing Agreement and the Fifth Original Minibus Leasing Agreement to renew on a continuous basis such leasing arrangements for the period from 1 April 2006 to 30 September 2017.

As a result of restructuring by the Wong Family, as at the date hereof, Maxson, HKCT and Big Three remain as the owners of the PLBs.

As the Fifth Original Minibus Leasing Agreement will soon expire, the Owners and the Lessee entered into the New Minibus Leasing Agreement on 29 June 2017 based on the terms and conditions of the Fifth Original Minibus Leasing Agreement with a view to renewing the leasing arrangements for another term of 3 years running from 1 October 2017 to 30 September 2020.

The transactions under the New Minibus Leasing Agreement constitute non-exempt continuing connected transactions of the Group pursuant to the Listing Rules. Accordingly, the transactions under the New Minibus Leasing Agreement and the New Annual Cap are subject to reporting, announcement, the approval of independent Shareholders at the AGM and annual review.

The Directors will submit the New Minibus Leasing Agreement and the New Annual Cap at the forthcoming AGM to seek the approval of the independent Shareholders.

An independent board committee comprising the independent non-executive Directors has been appointed to consider the terms and conditions of the New Minibus Leasing Agreement and the New Annual Cap, and an independent financial adviser has also been appointed to advise the independent board committee of the Company and the independent Shareholders on the same.

A circular containing, among other things, further details of the New Minibus Leasing Agreement and the New Annual Cap, letters from the independent board committee and the independent financial adviser and a notice for convening the AGM will be sent to the Shareholders as soon as practicable within 15 business days after the date of publication of this announcement.

INTRODUCTION

Reference is made to the sub-section headed “Continuing connected transactions” under the section headed “Business” of the Prospectus in relation to, among other things, the First Original Minibus Leasing Agreement.

The Group has been deploying the PLBs leased from the Owners. The First Original Minibus Leasing Agreement was entered into between the Original Owners and the Lessee to formalise the leasing arrangements of the PLBs on 22 March 2004 which took effect on 1 April 2003 and continued until 31 March 2006.

The Original Owners and the Lessee entered into the Second Original Minibus Leasing Agreement on 8 February 2006 to renew such leasing arrangements for another 3 years from 1 April 2006 to 31 March 2009.

The Original Owners and the Lessee then entered into the Third Original Minibus Leasing Agreement on 18 February 2009 to further renew such leasing arrangements for another 3 years from 1 April 2009 to 31 March 2012.

The Original Owners and the Lessee further entered into the Fourth Original Minibus Leasing Agreement on 16 February 2012 to renew such leasing arrangements for another 2.5 years from 1 April 2012 to 30 September 2014.

The Original Owners and the Lessee further entered into the Fifth Original Minibus Leasing Agreement on 23 June 2014 to renew such leasing arrangements for another 3 years from 1 October 2014 to 30 September 2017.

As a result of restructuring by the Wong Family, as at the date hereof, Maxson, HKCT and Big Three remain as the owners of the PLBs.

As the Fifth Original Minibus Leasing Agreement will soon expire, the Owners and the Lessee entered into the New Minibus Leasing Agreement on 29 June 2017 based on the terms and conditions of the Fifth Original Minibus Leasing Agreement with a view to renewing the leasing arrangements for another term of 3 years running from 1 October 2017 to 30 September 2020.

DETAILS OF THE CONTINUING CONNECTED TRANSACTIONS

Particulars of the New Minibus Leasing Agreement are set out below:

Date: 29 June 2017

Parties: (i) Maxson
(ii) HKCT
(iii) Big Three
(collectively as Owners)
(iv) the Lessee

Lease: Each of the Owners agrees to lease and the Lessee agrees to accept the PLBs for lease.

Term: From 1 October 2017 to 30 September 2020, both days inclusive.

Rentals: Rentals shall be paid in advance on or before the 5th day of each calendar month. The rentals in respect of each PLB shall be determined by reference to its age in accordance with the following benchmark table (“**Benchmark Table**”):

Class	Age	Daily rental payable under the New Minibus Leasing Agreement	Daily rental payable under the Fifth Original Minibus Leasing Agreement	Daily rental payable under the Fourth Original Minibus Leasing Agreement	Daily rental payable under the Third Original Minibus Leasing Agreement	Daily rental payable under the Second Original Minibus Leasing Agreement	Daily rental payable under the First Original Minibus Leasing Agreement
		(note 1)	(note 1)	(note 1)	(note 1)	(note 1)	(note 1)
1	2 years or below	HK\$750	HK\$780	HK\$800	HK\$740	HK\$740	HK\$740
2	Over 2 years	HK\$610	HK\$680	HK\$700	N/A	N/A	N/A
3 (note 2)	Over 2 years but within 5 years	N/A	N/A	N/A	HK\$630	HK\$630	HK\$630
4 (note 2)	Over 5 years but within 7 years	N/A	N/A	N/A	HK\$480	HK\$480	HK\$480
5 (note 2)	Over 7 years	N/A	N/A	N/A	HK\$460	HK\$460	HK\$460

(note 1: The daily rental includes vehicle license fees and insurance premium.)

note 2: Since the Fourth Original Minibus Leasing Agreement, Classes 3 to 5 have been consolidated into a single Class 2 in which a uniform daily rental rate applies. The reason for such consolidation is that there is in practice no significant difference in the rental rates of minibuses among different age groups in the market, except owners generally tend to charge higher rentals for newer minibuses and lessees generally tend to be willing to pay a slightly higher rental rate for newer minibuses as the repairing costs for such minibuses are usually lower.)

Benchmark Table: The rentals in respect of each PLB will be reduced during the lease period by reference to the age of each PLB in accordance with the Benchmark Table. Subject to any annual review of the daily rentals payable by the Lessee under the Benchmark Table which may be required by the independent non-executive Directors, the Benchmark Table will be applied throughout the term of the New Minibus Leasing Agreement and will be reviewed upon the renewal of the New Minibus Leasing Agreement. Upon request of the independent non-executive Directors for an annual review of the daily rentals payable by the Lessee under the Benchmark Table, the Lessee and the Owners shall jointly appoint an independent valuer to assess the prevailing market rentals of the PLBs. The Benchmark Table should then be adjusted in accordance with the then prevailing market rentals as so assessed by the independent valuer, whose decision shall be final and conclusive and binding on the parties to the New Minibus Leasing Agreement.

Additional seats: In case of a change in the laws in Hong Kong resulting in an increase in the permitted number of passengers in PLBs, the Owners and the Lessee shall promptly negotiate in good faith regarding the arrangement for installation of additional seats and any related refitting to the PLBs so that the maximum carrying capacity can be achieved, and the costs of such installation shall be borne solely by the relevant Owners.

Within twelve months from the date on which such change in laws shall take effect, or six months from the date on which such installation of additional seats and related refitting to the first batch of PLBs are completed after such change in laws has taken effect (whichever is the earlier), the Lessee and the Owners shall jointly appoint an independent valuer at the cost of the Lessee to assess the prevailing market rentals for the PLBs as refitted by the Owners and the Benchmark Table shall be adjusted according to such prevailing market rentals as assessed by the independent valuer, whose decision shall be final and conclusive. The Benchmark Table as adjusted shall apply with retrospective effect from the first day on which the PLBs with such additional seats and related refitting installed are available for use by the Lessee.

The Hong Kong Government recently gazetted on 7 April 2017 the Road Traffic (Amendment) Bill 2017 to amend the Road Traffic Ordinance (Cap. 374, Laws of Hong Kong) to increase the maximum passenger seating capacity of minibuses from 16 to 19. This bill has been passed by the legislative council on 28 June 2017, and the new law will come into effect on 7 July 2017. Accordingly, there will be upward adjustment to the market rentals payable by the Group under the Benchmark Table as necessitated by the installation of additional seats to the PLBs as permitted by the new law.

Number of
PLBs: 277 PLBs.

The parties may by written agreement vary the number of PLBs to be leased, add or remove any PLB or replace any PLB with another PLB provided that the rentals of all the PLBs leased under the New Minibus Leasing Agreement are determined by the Benchmark Table and provided always that the Owners shall be obligated to increase the number of PLBs subject to lease under the New Minibus Leasing Agreement up to an aggregate of 305 (representing the original number of PLBs subject to the New Minibus Leasing Agreement as enlarged by approximately 10%) upon request of the Lessee.

(note: as at the date hereof, there are 277 PLBs leased by the Owners to the Lessee under the Fifth Original Minibus Leasing Agreement)

Right of first refusal: Under the New Minibus Leasing Agreement, the Lessee has the right of first refusal if any of the Owners proposes to sell or otherwise dispose of any of the PLBs during the term of the New Minibus Leasing Agreement. If the Lessee opts not to purchase the PLBs or it has failed to give such Owner a reply notice indicating whether it would purchase the PLBs, the Owner may sell the PLBs to the third party purchaser. Each of the Owners has undertaken that, in such case, it will only sell or dispose of the PLBs to the third party purchaser on terms and at the price no more favourable to the purchaser than the terms and the price as previously offered to the Lessee and on condition that (unless such condition is waived by the Lessee) the sale shall be subject to the existing lease, or the purchaser shall enter into a new lease with the Lessee on terms which are no less favourable to the Lessee as compared to the existing lease.

Insurance and vehicle licence: The Lessee has agreed to arrange on behalf of the Owners for the following administration services including mainly taking out and maintaining relevant insurance policies covering at least third party risks, payment of vehicle licence fees and renewal of vehicle licences in respect of the PLBs leased under the New Minibus Leasing Agreement, subject to reimbursement of the fees and expenses by the Owners. In consideration of such administration services, amongst others, the Owners shall pay to the Lessee a Monthly Administration Fee of HK\$700 per PLB. Such fee shall be deducted from the rentals for the PLBs.

The Lessee shall indemnify the Owners against any loss and damage in excess of the insurance coverage arising from loss or damage to the PLBs or accidents involving the PLBs (other than accidents resulting from the act, neglect or default of the Owners or their employees, agents or contractors) during the lease period, provided that the Owners shall first make a claim under the insurance policy.

Maintenance: The Lessee shall be responsible for the cost of service and maintenance in accordance with the cost of any necessary repairs and for all fuels and lubricants for the proper running of the PLBs.

Change of Owners: (1) Any third party(ies) beneficially and wholly owned by the Wong Family or any of its member(s); and/or (2) any member(s) of the Wong Family shall be entitled, at any time with prior written notice from the relevant Owner(s) to the Lessee, to subrogate or supplement any of the Owner(s) insofar as the subject matter under the New Minibus Leasing Agreement (including but not limited to lease of the PLBs and the rights and obligations of each party thereto) is concerned. The provisions of the New Minibus Leasing Agreement shall apply, *mutatis mutandis*, to such third party(ies) and/or member(s). For the avoidance of doubt, such third party(ies) and/or member(s) shall include without limitation (1) company(ies) directly or indirectly and wholly owned by the Wong Family or any of its member(s); (2) trust(s) set up by the Wong Family or any of its member(s); and (3) Mr. Wong, Ms. Ng, Mr. Vincent Wong, Ms. Cecilia Wong, Ms. May Wong and Ms. Vivian Wong.

In connection therewith, the Owners shall procure that such third party(ies) and/or member(s) shall irrevocably submit to be bound by and act in accordance with the terms of the New Minibus Leasing Agreement as if it were a party(ies) thereto.

The Company has appointed Vigers to appraise the average rentals prevailing in the market for the PLBs. The appraisal of Vigers had been carried out on a market value basis and the market approach was adopted in the appraisal, details of which will be dealt with in the circular to be sent to the Shareholders.

Under the New Minibus Leasing Agreement, the rentals of the PLBs have decreased as compared to the Fifth Original Minibus Leasing Agreement. The valuation report of Vigers shows that the prevailing market daily rental for minibuses with the age of two years or below is HK\$750, which is in line with the daily rental for the same category set under the Benchmark Table adopted for the New Minibus Leasing Agreement. As for minibuses with the age of over two years, the daily rental level under the Benchmark Table adopted for the New Minibus Leasing Agreement (being HK\$610) is slightly lower than the prevailing market daily rental for the same type as indicated in the valuation report of Vigers (being HK\$613). As the Group has a good credibility and the subject matter is about leasing of a large quantity of PLBs, the Lessee has successfully agreed with the Owners on such slight decrease in rental.

The terms of the New Minibus Leasing Agreement were arrived at after arm's length negotiation between the parties. The Directors are of the view that (i) the terms of the New Minibus Leasing Agreement are fair and reasonable; (ii) the transactions thereunder are on normal commercial terms and in the ordinary and usual course of business of the Group; and (iii) the entering into of the New Minibus Leasing Agreement and the transactions thereunder are in the interests of the Group and the Shareholders as a whole.

REASONS FOR AND BENEFITS OF THE NEW MINIBUS LEASING AGREEMENT

As disclosed in the Prospectus, the Directors consider that the use of more leased 16-seated minibuses for use as Green Minibuses will strengthen the Group's role as a Green Minibus routes operator instead of as an investor in 16-seated minibus licences. Furthermore, in view of the past cooperation between the Group and the Owners, the Directors believe that the New Minibus Leasing Agreement will continue to facilitate the Group in focusing its business of Green Minibus routes operation and will therefore be in the interests of the Group and the Shareholders as a whole.

ORIGINAL ANNUAL CAPS

The original annual caps for the amount payable by the Lessee to the relevant Original Owners under the First Original Minibus Leasing Agreement, the Second Original Minibus Leasing Agreement, the Third Original Minibus Leasing Agreement, the Fourth Original Minibus Leasing Agreement and the Fifth Original Minibus Leasing Agreement are illustrated in the following table:

Agreement	Original Annual Cap
(i) the First Original Minibus Leasing Agreement	HK\$60,000,000 for each of the three financial years from 1 April 2003 to 31 March 2006
(ii) the Second Original Minibus Leasing Agreement	HK\$74,000,000 for each of the three financial years from 1 April 2006 to 31 March 2009
(iii) the Third Original Minibus Leasing Agreement	HK\$66,700,000 for each of the three financial years from 1 April 2009 to 31 March 2012
(iv) the Fourth Original Minibus Leasing Agreement	HK\$83,119,000 for each of the first two financial years from 1 April 2012 to 31 March 2014, and HK\$43,099,000 for the remaining six months from 1 April 2014 to 30 September 2014
(v) the Fifth Original Minibus Leasing Agreement	HK\$36,620,000 for the first six months ended 31 March 2015, HK\$74,308,000 for each of the two subsequent financial years ended 31 March 2016 and 2017 respectively, and HK\$37,563,000 for the last six months ending 30 September 2017

The annual rentals paid by the Lessee to the relevant Original Owners for each financial year ended 31 March since 2004, after deduction of the Monthly Administration Fee of HK\$700 per PLB, are as follows:

**Rentals paid by the Lessee to
the relevant Original Owners**
HK\$'000

Year ended 31 March 2004 (<i>audited</i>)	41,231
Year ended 31 March 2005 (<i>audited</i>)	44,935
Year ended 31 March 2006 (<i>audited</i>)	49,987
Year ended 31 March 2007 (<i>audited</i>)	51,447
Year ended 31 March 2008 (<i>audited</i>)	53,650
Year ended 31 March 2009 (<i>audited</i>)	54,104
Year ended 31 March 2010 (<i>audited</i>)	52,277
Year ended 31 March 2011 (<i>audited</i>)	50,712
Year ended 31 March 2012 (<i>audited</i>)	47,663
Year ended 31 March 2013 (<i>audited</i>)	68,697
Year ended 31 March 2014 (<i>audited</i>)	68,794
Year ended 31 March 2015 (<i>audited</i>)	67,897
Year ended 31 March 2016 (<i>audited</i>)	67,260
Year ended 31 March 2017 (<i>audited</i>)	67,817
Three months ended 30 June 2017 (<i>unaudited</i>)	17,203

NEW ANNUAL CAP

The Directors estimate that under the New Minibus Leasing Agreement (1) the rentals payable by the Lessee to the Owners for the first six months ending 31 March 2018 will not exceed HK\$33,412,000; (2) the rentals payable for the financial year ending 31 March 2019 will not exceed HK\$73,200,000; (3) the rentals payable for the financial year ending 31 March 2020 will not exceed HK\$78,780,000; and (4) the rentals payable for the last six months ending 30 September 2020 will not exceed HK\$41,410,000. Such figures have been arrived at by reference to the daily rentals of the PLBs payable in accordance with the Benchmark Table, the expected fleet size, and the demand of leased PLBs. After deduction of the Monthly Administration Fee of HK\$700 per PLB, the Directors estimate that the rentals payable under the New Minibus Leasing Agreement (1) will not exceed HK\$32,249,000 for the first six months ending 31 March 2018; (2) will not exceed HK\$70,873,000 for the financial year ending 31 March 2019; (3) will not exceed HK\$76,453,000 for the financial year ending 31 March 2020; and (4) will not exceed HK\$40,247,000 for the last six months ending 30 September 2020.

The Directors consider that a 10% buffer on such estimated amounts of rentals of the PLBs payable by the Group (after deduction of the Monthly Administration Fee of HK\$700 per PLB) is necessary as it provides flexibility for the Group to meet unexpected circumstances, including the replacement of older PLBs by new PLBs, addition of PLBs to be leased and any possible adjustment to the market rentals payable by the Group under the Benchmark Table as a result of an annual review of the Benchmark Table which may be required by the independent non-executive Directors.

Having taken into account the 10% buffer, the Directors expect that the rentals payable under the New Minibus Leasing Agreement (after deduction of the Monthly Administration Fee of HK\$700 per PLB), (1) will not exceed HK\$35,473,000 for the first six months ending 31 March 2018; (2) will not exceed HK\$77,960,000 for the financial year ending 31 March 2019; (3) will not exceed HK\$84,099,000 for the financial year ending 31 March 2020; and (4) will not exceed HK\$44,271,000 for the last six months ending 30 September 2020 (collectively, “**New Annual Cap**”).

The table below illustrates the estimated rentals payable under the New Minibus Leasing Agreement (after deduction of the Monthly Administration Fee of HK\$700 per PLB) in different periods calculated based on the expected numbers of 16-seater minibuses and 19-seater minibuses to be leased for use according to the Company's business plan to progressively replace the existing 16-seater minibuses with 19-seater minibuses, and also taking into account the projected replacement of older PLBs by new PLBs.

	Daily rental (as per the Benchmark Table/estimated new daily rental)	6 months ended 31 March 2018	Year ended 31 March 2019	Year ended 31 March 2020	6 months ended 30 September 2020
Expected number of total leased 16-seater PLBs as at period/year end		231	117	48	15
Expected number of total leased 19-seater PLBs as at period/year end		<u>46</u>	<u>160</u>	<u>229</u>	<u>262</u>
		<u>277</u>	<u>277</u>	<u>277</u>	<u>277</u>
	HK\$	HK\$'000	HK\$'000	HK\$'000	HK\$'000
For 16-seater PLBs in operation					
2 years or below	750	8,280	3,386	—	—
over 2 years	610	<u>21,592</u>	<u>33,622</u>	<u>17,697</u>	<u>3,124</u>
		<u>29,872</u>	<u>37,008</u>	<u>17,697</u>	<u>3,124</u>
For 19-seater PLBs in operation ^(Note 1)					
2 years or below	890	3,540	33,146	46,994	28,668
over 2 years	720	<u>—</u>	<u>3,046</u>	<u>14,089</u>	<u>9,618</u>
		<u>3,540</u>	<u>36,192</u>	<u>61,083</u>	<u>38,286</u>
Estimated rentals payable by the Group to the Owners before administration fee income		33,412	73,200	78,780	41,410
Estimated annual administration fee income		<u>(1,163)</u>	<u>(2,327)</u>	<u>(2,327)</u>	<u>(1,163)</u>
Estimated net rental payable by the Group to the Owners after administration fee		<u>32,249</u>	<u>70,873</u>	<u>76,453</u>	<u>40,247</u>
Estimated net rentals payable by the Group to the Owners with 10% buffer (New Annual Cap)		<u>35,473</u>	<u>77,960</u>	<u>84,099</u>	<u>44,271</u>

Note 1: The estimated rentals for 19-seater PLBs are calculated with reference to the Benchmark Table applicable to the existing 16-seater PLBs on a pro-rata basis according to simple calculation method of average rentals per seat, as the valuation report on the market rentals for 19-seater PLBs is not currently available.

INFORMATION ON THE GROUP AND THE OWNERS AND LISTING RULES IMPLICATIONS

The Group is principally engaged in the operation of green minibus services in Hong Kong. The Owners are principally engaged in minibus leasing business in Hong Kong.

Maxson and HKCT are both owned as to 60% by All Wealth and 40% by Ms. Ng, Mr. Vincent Wong, Ms. Cecilia Wong, Ms. May Wong and Ms. Vivian Wong (as to 10%, 15%, 5%, 5% and 5% respectively). The holding company of All Wealth, Metro Success, is wholly and indirectly owned by the Trustee acting as the trustee of The JetSun Trust, a discretionary trust set up by Mr. Wong and the discretionary objects of which are members of the Wong Family (excluding Mr. Wong). Since Mr. Vincent Wong, Ms. Ng and Ms. May Wong, who are all Directors and thus connected persons of the Company, are the discretionary objects of The JetSun Trust, the Trustee (acting in its capacity as the trustee of The JetSun Trust) and Maxson and HKCT, both being companies interested as to more than 30% by the Trustee (acting in its capacity as the trustee of The JetSun Trust), are also connected persons of the Company.

Big Three is owned as to (i) 50% by Mr. Wong and (ii) 50% by Mr. Vincent Wong, Ms. Ng, Ms. Vivian Wong, Ms. Cecilia Wong and Ms. May Wong (as to 10%, 5%, 25%, 5% and 5% respectively). Mr. Wong, Mr. Vincent Wong, Ms. Ng and Ms. May Wong are Directors and thus connected persons of the Company. According to the Listing Rules, Big Three is an associate of Mr. Wong, Mr. Vincent Wong, Ms. Ng and Ms. May Wong and thus also a connected person of the Company.

In light of the aforesaid, the transactions between the Owners (i.e. Maxson, HKCT and Big Three) and the Lessee under the New Minibus Leasing Agreement constitute continuing connected transactions of the Group. The transactions under the New Minibus Leasing Agreement and the New Annual Cap are subject to reporting, announcement and annual review requirements and the approval of the independent Shareholders under Chapter 14A of the Listing Rules.

AGM

The Directors will submit the New Minibus Leasing Agreement and the New Annual Cap at the AGM for the independent Shareholders to consider and, if thought fit, pass resolutions for the approval of the transactions under the New Minibus Leasing Agreement and the New Annual Cap. Skyblue Group Limited, holding 117,677,000 shares, representing approximately 43.46% of the shareholding in the Company, and being a company interested as to more than 30% by the Trustee (acting in its capacity as the trustee of The JetSun Trust), as well as Mr. Wong, Ms. Ng, Mr. Vincent Wong, Ms. Cecilia Wong, Ms. May Wong and Ms. Vivian Wong (all of whom are members of the Wong Family and Shareholders) and their respective associates will abstain from voting at the AGM. Ms. Loo Natasha Christie (the spouse of Mr. Vincent Wong), Mr. Wong Tin Yan, Chace and Mr. Wong Tin Yue, Noah (the sons of Mr. Vincent Wong), Mr. Wong Man Chiu (the younger brother of Mr. Wong) and Ms. Wong Pik Kwan (the elder sister of Mr. Wong), all of whom are Shareholders, will also abstain from voting at the AGM.

GENERAL

A circular containing particulars of the New Minibus Leasing Agreement and the New Annual Cap, a letter of advice from an independent financial adviser and a letter of advice from an independent board committee together with a notice of the AGM will be despatched to the Shareholders as soon as practicable within 15 business days after the date of publication of this announcement.

DEFINITIONS

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

“AGM”	annual general meeting for the year 2017 to be held by the Company on 29 August 2017;
“All Wealth”	All Wealth Limited, a company incorporated in the BVI and wholly-owned by Metro Success;
“associates”	shall have the meaning as ascribed under the Listing Rules;
“Benchmark Table”	the benchmark table adopted under the New Minibus Leasing Agreement forming the basis for calculation of rentals for the PLBs payable thereunder;
“Big Three”	Big Three Limited (大叁有限公司), a company incorporated in Hong Kong and owned as to 50% by Mr. Wong and 50% by Ms. Ng, Mr. Vincent Wong, Ms. Cecilia Wong, Ms. May Wong, and Ms. Vivian Wong;
“BVI”	the British Virgin Islands;
“Company”	AMS Public Transport Holdings Limited (進智公共交通控股有限公司), a company incorporated in the Cayman Islands with limited liability, which issued shares are listed on the Stock Exchange;
“Director(s)”	the director(s) of the Company;
“Fifth Original Minibus Leasing Agreement”	the leasing agreement dated 23 June 2014 and entered into between the Original Owners and the Lessee in relation to, among other things, the leasing of the PLBs to the Lessee for a term from 1 October 2014 to 30 September 2017;
“First Original Minibus Leasing Agreement”	the leasing agreement dated 22 March 2004 and entered into between the Original Owners and the Lessee in relation to, among other things, the leasing of PLBs to the Lessee for a term from 1 April 2003 to 31 March 2006;

“Fourth Original Minibus Leasing Agreement”	the leasing agreement dated 16 February 2012 and entered into between the Original Owners and the Lessee in relation to, among other things, the leasing of the PLBs to the Lessee for a term from 1 April 2012 to 30 September 2014;
“Glory Success”	Glory Success Transportation Limited (捷匯運輸有限公司), a company incorporated in Hong Kong and previously wholly owned by the Wong Family;
“Green Minibus(es)”	PLB(s) that provide scheduled services with fixed routes, fares, vehicle allocation, frequency and service hours stipulated by the Transport Department of Hong Kong;
“Group”	the Company together with its subsidiaries;
“HKCT”	Hong Kong & China Transportation Consultants Limited (中港運輸顧問有限公司), a company incorporated in Hong Kong and owned as to 60% by All Wealth and 40% by Ms. Ng, Mr. Vincent Wong, Ms. Cecilia Wong, Ms. May Wong and Ms. Vivian Wong;
“HKMB”	Hong Kong Metropolitan Bus Limited (香港都會巴士有限公司), a company incorporated in Hong Kong and previously wholly owned by the Wong Family;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“JETSUN”	JETSUN UT Company (PTC) Limited, a company incorporated in the BVI and the trustee of The JetSun Unit Trust, of which 9,999 units are owned by the Trustee as trustee of The JetSun Trust and the remaining unit is owned by Mr. Vincent Wong;
“Lessee”	Gurnard Holdings Limited, a company incorporated in the BVI and a wholly-owned subsidiary of the Company;
“Listing Rule”	The Rules Governing the Listing of Securities on the Stock Exchange;
“Maxson”	Maxson Transportation Limited (萬誠運輸有限公司), a company incorporated in Hong Kong and owned as to 60% by All Wealth and 40% by Ms. Ng, Mr. Vincent Wong, Ms. Cecilia Wong, Ms. May Wong and Ms. Vivian Wong;
“Metro Success”	Metro Success Investments Limited, a company incorporated in the BVI and wholly-owned by JETSUN;

“Monthly Administration Fee”	the monthly administration fee payable by the Owners to the Lessee for administration services provided by the Lessee in arranging on behalf of the Owners for mainly the following services: taking out and maintaining insurance policies, payment of vehicle licence fees and renewal of vehicle licences in respect of the PLBs leased by the Owners to the Lessee;
“Mr. Vincent Wong”	Mr. Wong Ling Sun, Vincent, an executive Director of the Company and the chairman of the Board and the son of Mr. Wong and Ms. Ng;
“Mr. Wong”	Mr. Wong Man Kit, an executive Director of the Company and the honorary chairman of the Board and the spouse of Ms. Ng;
“Ms. Cecilia Wong”	Ms. Wong Wai Sze, Cecilia, the daughter of Mr. Wong and Ms. Ng;
“Ms. May Wong”	Ms. Wong Wai Sum, May, an executive Director and the daughter of Mr. Wong and Ms. Ng;
“Ms. Ng”	Ms. Ng Sui Chun, an executive Director and the spouse of Mr. Wong;
“Ms. Vivian Wong”	Ms. Wong Wai Man, Vivian, the daughter of Mr. Wong and Ms. Ng;
“New Annual Cap”	shall have the meaning as more particularly stated in the section headed “New Annual Cap” of this announcement;
“New Minibus Leasing Agreement”	the leasing agreement dated 29 June 2017 and entered into between the Owners and the Lessee, details of which are stated in the section headed “Details of the continuing connected transactions” of this announcement;
“Original Owners”	refers to: <ul style="list-style-type: none"> i. Maxson, Glory Success and HKCT insofar as the First Original Minibus Leasing Agreement, the Second Original Minibus Leasing Agreement, the Third Original Minibus Leasing Agreement and the Fourth Original Minibus Leasing Agreement are concerned; and ii. Maxson, Glory Success, HKCT, Big Three and HKMB insofar as the Fifth Original Minibus Leasing Agreement is concerned;
“Owners”	Maxson, HKCT and Big Three;

“PLB(s)”	public light bus(es) being minibus(es) licensed to carry a maximum of 16 passengers (19 passengers with effect from 7 July 2017) in Hong Kong that are owned by the Owners and leased, together with their licences, to the Lessee under the New Minibus Leasing Agreement;
“Prospectus”	the prospectus of the Company dated 30 March 2004;
“Second Original Minibus Leasing Agreement”	the leasing agreement dated 8 February 2006 and entered into between the Original Owners and the Lessee in relation to, among other things, the leasing of the PLBs to the Lessee for a term from 1 April 2006 to 31 March 2009;
“Shareholder(s)”	the shareholder(s) of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“subsidiary”	shall have the meaning as prescribed under the Companies Ordinance (Cap 622 of the laws of Hong Kong) and “subsidiaries” shall be construed accordingly;
“The JetSun Trust”	The JetSun Trust, a discretionary trust set up by Mr. Wong and the discretionary objects of which are members of the Wong Family (excluding Mr. Wong);
“Third Original Minibus Leasing Agreement”	the leasing agreement dated 18 February 2009 and entered into between the Original Owners and the Lessee in relation to, among other things, the leasing of the PLBs to the Lessee for a term from 1 April 2009 to 31 March 2012;
“Trustee”	HSBC International Trustee Limited;
“Vigers”	Vigers Appraisal & Consulting Limited, registered professional surveyors and business valuers;
“Wong Family”	Mr. Wong, Ms. Ng and their son, Mr. Vincent Wong, and their daughters Ms. Cecilia Wong, Ms. May Wong and Ms. Vivian Wong;
“%”	per cent.

By Order of the Board
AMS Public Transport Holdings Limited
Wong Ling Sun, Vincent
Chairman

Hong Kong, 29 June 2017

Members of the Board as at the date of this announcement:

Executive Directors

Mr. Wong Ling Sun, Vincent (*Chairman*)

Mr. Wong Man Kit (*Honorary chairman*)

Ms. Ng Sui Chun

Mr. Chan Man Chun (*Chief Executive Officer*)

Ms. Wong Wai Sum, May

Independent Non-Executive Directors

Dr. Lee Peng Fei, Allen

Dr. Chan Yuen Tak Fai, Dorothy

Mr. Kwong Ki Chi