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Future Bright Holdings Limited
佳景集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 703)

DISCLOSEABLE TRANSACTION – ENTERING INTO OF AN OPERATING AGREEMENT

The Board announces that on 13 February 2026, Chun Ieng, a wholly-owned subsidiary of the Company, as retailer, entered into the Agreement which, if countersigned by the Operator, the Operator agrees to grant to Chun Ieng the right to use the Property for the operation of a Japanese restaurant at (i) a monthly Base Fee or (ii) a monthly Turnover Fee, whichever is higher.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Operator and its ultimate beneficial owners are Independent Third Parties.

Pursuant to HKFRS 16, the Company shall recognise the acquisition of the right to use the Property as an acquisition of right-of-use assets. As one of the applicable percentage ratios in respect of the transactions contemplated under the Agreement is more than 5% but all are below 25%, the entering into of the Agreement constitutes a discloseable transaction for the Company under the Listing Rules and is subject to the notification and announcement requirements but exempt from Shareholders' approval requirement pursuant to Chapter 14 of the Listing Rules.

The Board announces that on 13 February 2026, Chun Ieng, a wholly-owned subsidiary of the Company, as retailer, entered into the Agreement which, if countersigned by the Operator, the Operator agrees to grant to Chun Ieng the right to use the Property as a Japanese restaurant under the trade name of "Edo Japanese Restaurant", subject to the terms and conditions set out in the Agreement.

* *For identification purpose only*

THE AGREEMENT

The principal terms of the Agreement are as follows:

Parties:	(1) The Operator as the lessor of the Property; and (2) Chun Ieng as the retailer.
Property:	Unit No. F110A, City of Dreams, Macau
Contractual Term:	From the execution date of the Agreement to the day immediately before the fifth anniversary of the Trading Start Date.
Initial fit-out works period :	150 days from and including the Handover Date.
Useable floor area:	Approximately 4,755 square feet.
Use of Property:	The Property shall be used as a restaurant under the trade name of "Edo Japanese Restaurant".
Rental:	Chun Ieng is required to pay to the Operator (i) a monthly Base Fee (as defined below) or (ii) a monthly Turnover Fee (as defined below), whichever is higher, during the five years starting on the Trading Start Date and ending on the day immediately before the fifth anniversary of the Trading Start Date. The base fee ("**Base Fee**") is MOP200,000 per month, payable monthly in advance within 14 days upon receiving Operator's written invoice. The turnover fee ("**Turnover Fee**") is (i) 12% of the Turnover per month for first and second year; (ii) 13% of the Turnover per month for the third and fourth year; and (iii) 14% of the Turnover per month for the fifth year. The Turnover Fee is payable monthly within 14 days upon receiving Operator's written invoice.
Other payments:	Upon Chun Ieng signing and delivering the Agreement to the Operator, Chun Ieng is required to pay to the Operator management fee of MOP79,646.30 per month and costs of utilities, air-conditioning, equipment and/or services provided by the Operator, all of which are subject to review from time to time.

Deposits:	Upon Chun Ieng signing and delivering the Agreement to the Operator, Chun Ieng is required to place with the Operator (i) an initial cash deposit of MOP279,646.30 (equivalent to one month's Base Fee and management fee); and (ii) an initial fit-out works cash deposit of MOP100,000.
Bank guarantee:	Upon Chun Ieng signing and delivering the Agreement to the Operator, Chun Ieng is required to provide to the Operator a bank guarantee equivalent to three months' Base Fee and management fee to secure compliance by Chun Ieng with the Agreement. When the management fee is adjusted or if demand is made under the bank guarantee, Chun Ieng shall provide the Operator a supplemental or replacement bank guarantee accounting for such difference. Accordingly, Chun Ieng shall provide to the Operator a bank guarantee of MOP838,938.90 initially. The Operator may make a demand under the bank guarantee for the amount of any outstanding fees or payments under the Agreement or losses it sustains resulting from any breach of the Agreement by Chun Ieng. The bank guarantee shall be retained by the Operator until the day immediately before the fifth anniversary of the Trading Start Date (or earlier termination of the Agreement).

The rental payments, management fees, utilities, air-conditioning and other costs payable under the Agreement are and will be settled in cash and satisfied by the Group's internal resources.

RIGHT-OF-USE ASSETS

Pursuant to HKFRS 16, the Company shall recognise the acquisition of the right to use the Property under the Agreement as an acquisition of right-of-use asset as follows:

	Amount *HK$'000*
The Agreement	8,533

The above amount is calculated with reference to the present value of the aggregate rental payments to be made under the Agreement, including stamp duty and estimated reinstatement costs and based on a discount rate of 8.41% per annum currently used by the Group for all its other right-of-use assets.

REASON AND BENEFIT FOR ENTERING INTO THE AGREEMENT

The Group has been operating a Japanese restaurant under the trade name of "Edo Japanese Restaurant" at the location of the Property since 2009 and the past performance has generally been satisfactory. In view of the increasing level of visitor arrivals to Macau and strong brand name of "Edo Japanese Restaurant" in Macau, the Company plans to continue the operation of the restaurant at the Property. Currently, the Company operates a total of 3 "Edo Japanese Restaurant" in Macau. The Board is of the view that the operation of the restaurant at the Property would facilitate the Group to generate stable turnover and profit.

The fee terms under the Agreement were determined after arm's length negotiation between the parties to the Agreement and with reference to the prevailing market rent of similar properties in the nearby area. The Directors considered that the terms of the Agreement are on normal commercial terms and fair and reasonable and in the interests of the Company and the Shareholders as a whole.

INFORMATION OF THE COMPANY, CHUN IENG AND THE OPERATOR

Information of the Company and Chun Ieng

The Company is principally engaged in the sales of food and catering, food souvenir and property investment business. Chun Ieng is a company incorporated under the laws of Macau with limited liability and a wholly-owned subsidiary of the Company. Chun Ieng is principally engaged in the operation of restaurants and food court counters.

Information of the Operator

The Operator is a company incorporated under the laws of Macau with limited liability and is primarily engaged in resort development and related operations in Macau. The ultimate beneficial owner of the Operator is Melco International Development Limited, a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 200).

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Operator and its ultimate beneficial owners are Independent Third Parties.

LISTING RULES IMPLICATIONS

Pursuant to HKFRS 16, the Company shall recognise the acquisition of the right to use the Property under the Agreement as an acquisition of right-of-use asset. As one of the applicable percentage ratios in respect of the transactions contemplated under the Agreement is more than 5% but all are below 25%, the entering into of the Agreement constitutes a discloseable transaction for the Company under the Listing Rules and is subject to the notification and announcement requirements but exempt from Shareholders' approval requirement pursuant to Chapter 14 of the Listing Rules.

DEFINITIONS

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

"Agreement"	the operating agreement for the grant of a right to use the Property, signed by Chun Ieng and delivered to the Operator on 13 February 2026 for its signing
"Board"	the board of Directors of the Company
"Chun Ieng"	Restaurante Chun Ieng Limitada, a company incorporated under the laws of Macau with limited liability and a wholly-owned subsidiary of the Company, as the retailer under the Agreement
"Company"	Future Bright Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange (Stock Code: 703)
"Director(s)"	the director(s) of the Company
"Group"	the Company and its subsidiaries
"Handover Date"	the date as determined and notified by the Operator in accordance with the Agreement, tentatively in March 2026
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"HKFRS"	Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants
"Hong Kong"	Hong Kong Special Administrative Region of the People's Republic of China
"Independent Third Party(ies)"	third party(ies) which is/are independent of the Company and its connected persons (as defined in the Listing Rules)
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Macau"	Macau Special Administrative Region of the People's Republic of China
"MOP"	Macau patacas, the lawful currency of Macau
"Operator"	COD Resorts Limited, a company incorporated under the laws of Macau with limited liability and as the operator under the Agreement

"Property"	Unit No. F110A, The Boulevard, City of Dreams, Macau
"Shareholder(s)"	holder(s) of the issued share(s) of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Trading Start Date"	The date of completion of the initial fit-out works or the day immediately after the expiry of the initial fit-out works period if the initial fit-out works are not completed on or before the expiry of the initial fit-out works period. The initial fit-out works period shall be 150 days from and including the Handover Date
"Turnover"	the aggregate of all sums of money or other consideration received or receivable for all goods sold, leased, hired or otherwise disposed of and for all services sold or performed and from all business and activities of any nature whatsoever conducted at, in front of or upon the Property by Chun Ieng, any licensee, concessionaire or other persons in occupation of the Property

By Order of the Board of
Future Bright Holdings Limited
Chan Chak Mo
Managing Director

Hong Kong, 13 February 2026

As at the date hereof, the members of the Board comprise (i) Mr. Chan Chak Mo, the Managing Director, (ii) Mr. Chan See Kit, Johnny, the Chairman and executive Director, (iii) Ms. Leong In Ian, the executive Director, and (iv) Mr. Chek Kuong Fong, Mr. Yu Kam Yuen, Lincoln and Mr. Vong Hou Piu, the independent non-executive Directors.