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*Notice to Hong Kong investors: Each of the Issuer and the Guarantor confirms that the Notes are intended for purchase by professional investors (as defined in Chapter 37 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “Listing Rules”)) only and have been listed on The Stock Exchange of Hong Kong Limited on that basis. Accordingly, each of the Issuer and the Guarantor confirms that the Notes are not appropriate as an investment for retail investors in Hong Kong. Investors should carefully consider the risks involved.*

## **PUBLICATION OF OFFERING CIRCULAR**

### **Lai Sun (2026) Limited**

*(incorporated with limited liability under the laws of Hong Kong)*

**(the “Issuer”)**

**U.S.\$333,879,000 8.00 per cent. Guaranteed Notes due 2029 (Stock Code: 40608)**

**(the “Notes”)**

**unconditionally and irrevocably guaranteed by**



**LAI SUN DEVELOPMENT**

Lai Sun Development Company Limited  
(Incorporated in Hong Kong with limited liability)

**(Stock Code: 488)**

**LAI SUN DEVELOPMENT COMPANY LIMITED 麗新發展有限公司**

**(THE “GUARANTOR”)**

This announcement is issued pursuant to Rule 37.39A of the Listing Rules.

Please refer to the offering circular relating to the Notes dated 10 July 2026 (the “Offering Circular”) appended herein. The Offering Circular is published in English only. No Chinese version of the Offering Circular has been published. As disclosed in the Offering Circular, the Notes are intended for purchase by professional investors (as defined in Chapter 37 of the Listing Rules) only and have been listed on The Stock Exchange of Hong Kong Limited on that basis.

The Offering Circular does not constitute a prospectus, notice, circular, brochure or advertisement offering to sell any securities to the public in any jurisdiction, nor is it an invitation to the public to make offers to subscribe for or purchase any securities, nor is it circulated to invite offers by the public to subscribe for or purchase any securities.

By Order of the Board  
**Lai Sun Development Company Limited**  
**Lam Kin Ngok, Peter**  
*Chairman*

Hong Kong, 29 July 2026

*As at the date of this announcement, the board of directors of the Guarantor comprises the following members:*

*Executive Directors:* Dr. Lam Kin Ngok, Peter (Chairman) and Messrs. Cheung Sum, Sam (Group Chief Financial Officer), Lam Hau Yin, Lester (also alternate to Madam U Po Chu) and Lee Tze Yan, Ernest;

*Non-Executive Director:* Madam U Po Chu; and

*Independent Non-Executive Directors:* Messrs. Lam Bing Kwan, Leung Shu Yin, William, Ip Shu Kwan, Stephen and Luk Hon Man.

*As at the date of this announcement, the board of directors of the Issuer comprises Dr. Lam Kin Ngok, Peter, Messrs. Lam Hau Yin, Lester, Cheung Sum, Sam and Yang Yiu Chong, Ronald Jeffrey.*

**APPENDIX**  
**OFFERING CIRCULAR DATED 10 JULY 2026**

## IMPORTANT NOTICE

**NOT FOR DISTRIBUTION TO ANY PERSON OR ADDRESS IN THE UNITED STATES OR TO ANY U.S. PERSON OR ANY PERSON ACTING FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”)).**

**IMPORTANT: You must read the following disclaimer before continuing.** The following disclaimer applies to the attached offering circular (the “**Offering Circular**”). You are therefore advised to read this disclaimer carefully before accessing, reading or making any other use of the attached Offering Circular. In accessing the attached Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from the Issuer, the Guarantor (each as defined in the attached Offering Circular) as a result of such access. In order to review the attached Offering Circular or make an investment decision with respect to the securities, you must be located outside the United States and not be a U.S. person or acting for the account or benefit of a U.S. person.

**Confirmation of Your Representation:** The attached Offering Circular is being sent to you at your request and by accepting the e-mail and accessing the attached Offering Circular, you shall be deemed to represent to the Issuer and the Guarantor that (1) you are not in the United States and are not a U.S. person nor acting for the account or benefit of a U.S. person and, to the extent you purchase the securities described in the attached Offering Circular, you will be doing so pursuant to Regulation S under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”); (2) the e-mail address that you gave us and to which this e-mail has been delivered is not located in the United States, its territories or possessions; and (3) you consent to delivery of the attached Offering Circular and any amendments or supplements thereto by electronic transmission.

The attached Offering Circular has been made available to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of the Issuer, the Guarantor and the Agents (as defined in the attached Offering Circular) or any of their respective directors, officers, employees, representatives, agents, affiliates or advisers or any person who controls any of them accepts any liability or responsibility whatsoever in respect of any discrepancies between the document distributed to you in electronic format and the hard copy version. The Issuer and the Guarantor will provide a hard copy version to you upon request.

**Restrictions:** The attached Offering Circular is being furnished in connection with an offering exempt from registration under the Securities Act solely for the purpose of enabling a prospective investor to consider the purchase of the securities described herein. You are reminded that the information in the Offering Circular is not complete and may be changed.

**THE SECURITIES DESCRIBED IN THE ATTACHED OFFERING CIRCULAR HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THIS OFFERING IS MADE SOLELY IN OFFSHORE TRANSACTIONS PURSUANT TO THE SECURITIES ACT.**

**NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO.**

Except with respect to eligible investors in jurisdictions where such offer or invitation is permitted by law, nothing in this electronic transmission constitutes an offer or an invitation by or on behalf of the Issuer, the Guarantor or the Agents or any of their respective directors, officers, employees, representatives, agents, affiliates or advisers or any person who controls any of them to subscribe for or purchase any of the securities described therein, and access has been limited so that it shall not constitute in the United States or elsewhere a general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or directed selling efforts (within the meaning of Regulation S under the Securities Act).

You are reminded that you have accessed the attached Offering Circular on the basis that you are a person into whose possession the attached Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not nor are you authorised to deliver or forward this document, electronically or otherwise, to any other person. If you have gained access to this transmission contrary to the foregoing restrictions, you are not allowed to purchase any of the securities described in the attached Offering Circular.

**Actions that You May Not Take:** If you receive this document by e-mail, you should not reply by e-mail to this electronic transmission, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the “Reply” function on your e-mail software, will be ignored or rejected.

**YOU ACKNOWLEDGE THAT THE ATTACHED OFFERING CIRCULAR AND THE INFORMATION CONTAINED THEREIN ARE STRICTLY CONFIDENTIAL AND INTENDED FOR YOU ONLY. YOU ARE NOT AUTHORISED TO AND YOU MAY NOT DELIVER OR FORWARD THE ATTACHED OFFERING CIRCULAR, ELECTRONICALLY OR OTHERWISE, TO ANY OTHER PERSON OR REPRODUCE SUCH OFFERING CIRCULAR IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE ATTACHED OFFERING CIRCULAR IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.**

**You are responsible for protecting against viruses and other destructive items.** If you receive this document by e-mail, your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

# Lai Sun (2026) Limited

(incorporated with limited liability under the laws of Hong Kong)



## LAI SUN DEVELOPMENT

Unconditionally and irrevocably guaranteed by

### LAI SUN DEVELOPMENT COMPANY LIMITED

### 麗新發展有限公司

(incorporated with limited liability under the laws of Hong Kong)

(SEHK Stock Code: 488)

## U.S.\$333,879,000 8.00 per cent. Guaranteed Notes due 2029 (the “Notes”)

The Notes will be issued by Lai Sun (2026) Limited (the “Issuer”), a company incorporated with limited liability under the laws of Hong Kong, and unconditionally and irrevocably guaranteed by Lai Sun Development Company Limited 麗新發展有限公司 (the “Guarantor” or the “Company”).

The Notes are being issued pursuant to an exchange offer (the “Exchange Offer”) being conducted by the Guarantor in relation to any and all of the 5.00 per cent. guaranteed notes due 2026 (the “Existing Notes”) issued by Lai Sun MTN Limited (the “Existing Issuer”) and guaranteed by the Guarantor. Please refer to “Summary – Exchange Offer and Consent Solicitation” for details.

The Notes will bear interest on their outstanding principal amount from and including 28 July 2026 (the “Issue Date”) at the rate of 8.00 per cent. per annum.

Interest on the Notes is payable semi-annually in arrear in equal instalments on 28 January and 28 July in each year, commencing on 28 January 2027. All payments of principal, premium (if any) and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Hong Kong or any political subdivision therein or any authority therein or thereof having power to tax, to the extent described under “Terms and Conditions – Taxation”.

The Notes will constitute direct, unsubordinated, unconditional, and (subject to Condition 5 (*Negative Pledge*)) of the terms and conditions of the Notes (the “Terms and Conditions”) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Issuer under the Notes shall, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application and subject to Condition 5 (*Negative Pledge*) of the Terms and Conditions, at all times rank at least *pari passu* with all its other present and future unsecured and unsubordinated obligations.

Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their principal amount on 28 July 2029 (the “Maturity Date”).

The Guarantor will undertake to promptly deposit certain of its Specified Asset Disposal Net Proceeds (as defined in the Terms and Conditions) into a Specified Asset Designated Account (as defined in the Terms and Conditions) upon receipt. If the aggregate balance of the Specified Asset Designated Account has exceeded U.S.\$20 million, the Issuer shall, on giving not less than 7 nor more than 60 days’ notice to the Noteholders and the Fiscal Agent in accordance with Condition 16 (*Notices*) (which notice shall be irrevocable), apply, or procure to be applied, all funds then held in the Specified Asset Designated Account to redeem the Notes at their principal amount together with accrued and unpaid interest to the date fixed for redemption within 90 days from and including any date on which the aggregate balance of the Specified Asset Designated Account has exceeded U.S.\$20 million.

The Notes may be redeemed at the option of the Issuer in whole, but not in part at any time, on giving not less than 30 nor more than 60 days’ notice to the Noteholders and the Fiscal Agent at their principal amount (together with any interest accrued up to but excluding the date fixed for redemption), if any of the Issuer or the Guarantor has, or will become obliged to pay additional amounts as provided or referred to in Condition 9 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Hong Kong or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the Issue Date. The Notes may further be redeemed at the option of the Issuer in whole or in part, at any time, on giving not less than 7 nor more than 60 days’ notice to the Noteholders (which notice shall be irrevocable) and in writing to the Fiscal Agent, at their principal amount (together with any interest accrued up to but excluding the date fixed for redemption).

At any time following the occurrence of a Change of Control (as defined in the Terms and Conditions), the holder of any Note will have the right, at such holder’s option, to require the Issuer to redeem all, but not in part, of such holder’s Notes on the Change of Control Put Date (as defined in the Terms and Conditions) at 101.0 per cent. of their principal amount, together with accrued interest up to, but excluding, the Change of Control Put Date.

For a more detailed description of the Notes, see “Terms and Conditions” beginning on page 62.

The Notes will be issued in specified denominations of U.S.\$100,000 and integral multiples of U.S.\$1 in excess thereof.

**Investing in the Notes involves risks. See “Risk Factors” beginning on page 10 for a discussion of certain factors to be considered in connection with an investment in the Notes.**

**The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) and, subject to certain exceptions, may not be offered or sold within the United States.**

Application will be made to The Stock Exchange of Hong Kong Limited (the “Hong Kong Stock Exchange”) for listing of the Notes by way of debt issues to professional investors (as defined in Chapter 37 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited) (the “Professional Investors”) only. This Offering Circular is for distribution to Professional Investors only.

**Notice to Hong Kong investors: Each of the Issuer and the Guarantor confirms that the Notes are intended for purchase by Professional Investors only and will be listed on the Hong Kong Stock Exchange on that basis. Accordingly, each of the Issuer and the Guarantor confirm that the Notes are not appropriate as an investment for retail investors in Hong Kong. Investors should carefully consider the risks involved.**

**The Hong Kong Stock Exchange has not reviewed the contents of this Offering Circular, other than to ensure that the prescribed form disclaimer and responsibility statements, and a statement limiting distribution of this Offering Circular to Professional Investors only have been reproduced in this Offering Circular. Listing of the Notes on the Hong Kong Stock Exchange is not to be taken as an indication of the commercial merits or credit quality of the Notes or the Issuer or the Guarantor or the Group (as defined below) or quality of disclosure in this Offering Circular.** Hong Kong Exchanges and Clearing Limited and the Hong Kong Stock Exchange take no responsibility for the contents of this Offering Circular, make no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Offering Circular.

The Notes will be represented initially by interests in a global certificate (each, a “Global Certificate” and together, the “Global Certificates”) in registered form which will each be registered in the name of a nominee of, and shall be deposited on or about the Issue Date with, a common depository for Euroclear Bank SA/NV (“Euroclear”) and Clearstream Banking S.A. (“Clearstream”). Interests in each Global Certificate will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear and Clearstream. Except as described herein, definitive certificates for the Notes will not be issued in exchange for interests in the Global Certificate.

## NOTICE TO INVESTORS

THIS OFFERING CIRCULAR DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, ANY SECURITIES IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE THE OFFER OR SOLICITATION IN SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS OFFERING CIRCULAR NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES IMPLY THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER OR ANY OF ITS SUBSIDIARIES OR THAT THE INFORMATION SET FORTH IN THIS OFFERING CIRCULAR IS CORRECT AS AT ANY DATE SUBSEQUENT TO THE DATE HEREOF.

This Offering Circular includes particulars given in compliance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited for the purpose of giving information with regard to the Issuer, the Guarantor and the Group. The Issuer and the Guarantor accept full responsibility for the accuracy of the information contained in this Offering Circular (including information incorporated by reference herein) and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

The Issuer, having made all reasonable enquiries, confirms that (i) this Offering Circular contains all information with respect to the Issuer, the Guarantor and its subsidiaries (together with the Issuer, the “Group”) and the Notes which is material in the context of the issue and offering of the Notes (including the information which is required by applicable laws and according to the particular nature of the Issuer and the Notes and is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and of the rights attaching to the Notes); (ii) the statements contained in this Offering Circular, are in every material particular true and accurate and not misleading; (iii) the opinions and intentions expressed in this Offering Circular with regard to the Issuer and the Group are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions; (iv) there are no other facts in relation to the Issuer, the Group, the transaction documents in relation to the Notes or the Notes, the omission of which would, in the context of the issue and offering of the Notes make any statement in this Offering Circular misleading; (v) all reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements in this Offering Circular; (vi) this Offering Circular does not include an untrue statement of a material fact, or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (vii) the statistical, industry and market-related data and forward looking statements included in this Offering Circular, are based on or derived or extracted from sources which the Issuer believes to be accurate and reliable in all material respects.

The Issuer has prepared this Offering Circular solely for use in connection with the proposed offering of the Notes described in this Offering Circular. This Offering Circular does not constitute an offer of, or an invitation by or on behalf of the Issuer to subscribe for or purchase any of the Notes. The distribution of this Offering Circular and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer and the Guarantor to inform themselves about and to observe any such restrictions. No action is being taken to permit a public offering of the Notes or the distribution of this Offering Circular in any jurisdiction where action would be required for such purposes. This Offering Circular is personal to each offeree and does not constitute an offer to any other person or to the public generally to subscribe for, or otherwise acquire, Notes. Distribution of this Offering Circular to any other person other than the prospective investor and any person retained to advise such prospective investor with respect to its purchase is unauthorised. Each prospective investor, by accepting delivery of this Offering Circular, agrees to the foregoing and to make no photocopies of this Offering Circular or any documents referred to in this Offering Circular.

No person has been or is authorised to give any information or to make any representation concerning the Issuer, the Guarantor, the Group or the Notes other than as contained herein and, if given or made, any such other information or representation should not be relied upon as having been authorised by the Issuer, the Guarantor or the Agents (as defined in the Terms and Conditions) or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them. Neither the delivery of this Offering Circular nor any offering, sale or delivery made in connection with the issue of the Notes shall, under any circumstances, constitute a representation that there has been no change or development reasonably likely to involve a change in the affairs of the Issuer, the Guarantor or the Group since the date hereof or create any implication that the information contained herein is correct as at any date subsequent to the date hereof. This Offering Circular does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Guarantor or the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them to subscribe for or purchase the Notes and may not be used for the purpose of an offer to, or a solicitation by, anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful.

None of the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them has independently verified the information contained in this Offering Circular. Accordingly, no representation, warranty or undertaking, express or implied, is made or given and no responsibility or liability is accepted, by the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them, as to the accuracy, completeness or sufficiency of the information contained in this Offering Circular or any other information supplied in connection with the Notes. Nothing contained in this Offering Circular is, or shall be relied upon as, a promise, representation or warranty by the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them. This Offering Circular is not intended to provide the basis of any credit or other evaluation nor should it be considered as a recommendation by any of the Issuer, the Guarantor or the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them that any recipient of this Offering Circular should purchase the Notes. Each person receiving this Offering Circular acknowledges that such person has not relied on the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them in connection with its investigation of the accuracy of such information or its investment decision, and each such person must rely on its own examination of the Issuer and the Guarantor, and the merits and risks involved in investing in the Notes. See “*Risk Factors*” for a discussion of certain factors to be considered in connection with an investment in the Notes.

To the fullest extent permitted by law, none of the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them accepts any responsibility for the contents of this Offering Circular and assume no responsibility for the contents, accuracy, completeness or sufficiency of any such information or for any other statement, made or purported to be made by the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them or on their behalf in connection with the Issuer or the Guarantor, or the issue and offering of the Notes. Each of the Agents and their respective affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them accordingly disclaims all and any liability, whether arising in tort or contract or otherwise, which it might otherwise have in respect of this Offering Circular or any such statement. None of the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them undertakes to review the results of operations, financial condition or affairs of the Issuer, the Guarantor or the Group during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of the Agents or any of their respective

affiliates, directors, employees, agents, representatives, officers or advisers or any person who controls any of them.

Prospective investors should not construe anything in this Offering Circular as legal, business or tax advice. Each prospective investor should determine for itself the relevance of the information contained in this Offering Circular and consult its own legal, business and tax advisers as needed to make its investment decision and determine whether it is legally able to purchase the Notes under applicable laws or regulations.

The contents of this Offering Circular have not been reviewed by any regulatory authority in Hong Kong or elsewhere. Investors are advised to exercise caution in relation to the offer. If any investor is in any doubt about any of the contents of this Offering Circular, that investor should obtain independent professional advice.

This Offering Circular is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Documents Incorporated by Reference*”). This Offering Circular shall be read and construed on the basis that such documents are incorporated and form part of this Offering Circular.

This Offering Circular incorporates by reference the audited consolidated financial statements of the Guarantor as at and for the year ended 31 July 2024 (the “Guarantor’s 2024 Consolidated Financial Statements”), the audited consolidated financial statements of the Guarantor as at and for the year ended 31 July 2025 (the “Guarantor’s 2025 Consolidated Financial Statements”) and the unaudited condensed consolidated financial statements of the Guarantor as at and for the six months ended 31 January 2026 (the “Guarantor’s 2026 Consolidated Interim Financial Statements”). Such financial statements were prepared in accordance with Hong Kong Financial Reporting Standards (the “HKFRS”) issued by the Hong Kong Institute of Certified Public Accountants. However, the Guarantor’s 2026 Consolidated Interim Financial Statements are not audited or reviewed by an independent auditor. Consequently, such financial information should not be relied upon by investors as providing the same quality of information associated with information that has been subject to an audit or review. Potential investors must exercise caution when using such data to evaluate the Group’s financial condition or results of operations. The Guarantor’s 2026 Consolidated Interim Financial Statements should not be taken as an indication of the expected financial condition and results of operations for the Group for the relevant full financial year.

### **Industry and Market Data**

Except as otherwise indicated in this Offering Circular, all non-company specific statistics and data relating to the industry or to the economic development of any country have been extracted or derived from publicly available information and industry publications. The information has not been independently verified by the Issuer or the Guarantor, or by their respective directors and advisers, and neither the Issuer nor the Guarantor nor their respective directors and advisers make any representation as to the correctness, accuracy or completeness of that information. In addition, third-party information providers may have obtained information from market participants, and such information may not have been independently verified. Accordingly, such information should not be unduly relied upon.

## **CERTAIN DEFINITIONS, CONVENTIONS AND CURRENCY PRESENTATION**

In this Offering Circular, unless otherwise specified or the context otherwise requires, all references to “U.S.\$” and to “U.S. dollars” are to United States dollars; all references to “HK\$” and “Hong Kong dollars” are to Hong Kong dollars; all references to “Renminbi” and “RMB” are to the currency of the PRC; all references to “United States” or “U.S.” are to the United States of America; references to “China”, “Chinese Mainland” and the “PRC” in this Offering Circular mean the People’s Republic of China and for geographical reference only (unless otherwise stated) exclude Taiwan, Macau and Hong Kong; references to “PRC Government” mean the government of the PRC; references to “Hong Kong” are to the Hong Kong Special Administrative Region of the People’s Republic of China; references to “Macau” are to the Macao Special Administrative Region of the People’s Republic of China; and all references to “United Kingdom” are to the United Kingdom of Great Britain and Northern Ireland.

## FORWARD-LOOKING STATEMENTS

Certain statements under “*Risk Factors*”, “*Description of the Guarantor*” and elsewhere in this Offering Circular constitute “forward-looking statements”. The words including “believe”, “expect”, “plan”, “anticipate”, “schedule”, “estimate” and similar words or expressions identify forward-looking statements. In addition, all statements other than statements of historical facts included in this Offering Circular, including, but without limitation, those regarding the financial position, business strategy, prospects, capital expenditure and investment plans of the Group and the plans and objectives of the Group’s management for its future operations (including development plans and objectives relating to the Group’s operations), are forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results or performance of the Group to differ materially from those expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the Group’s present and future business strategies and the environment in which the Group will operate in the future. Each of the Issuer and the Guarantor expressly disclaims any obligation or undertaking to release any updates or revisions to any forward-looking statements contained herein to reflect any change in the Issuer’s, the Guarantor’s or the Group’s expectations with regard thereto or any change of events, conditions or circumstances, on which any such statements were based. This Offering Circular discloses, under “*Risk Factors*” and elsewhere, important factors that could cause actual results to differ materially from the Issuer’s or the Guarantor’s expectations. All subsequent written and forward-looking statements attributable to the Issuer or the Guarantor or persons acting on behalf of the Issuer or the Guarantor are expressly qualified in their entirety by such cautionary statements.

## INFORMATION INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated in, and to form part of, this Offering Circular:

- (a) the Guarantor's 2024 Consolidated Financial Statements;
- (b) the Guarantor's 2025 Consolidated Financial Statements; and
- (c) the Guarantor's 2026 Consolidated Interim Financial Statements (and together with the Guarantor's 2024 Consolidated Financial Statements and the Guarantor's 2025 Consolidated Financial Statements, the "Guarantor's Consolidated Financial Statements").

The Guarantor's Consolidated Financial Statements were prepared in conformity with HKFRS issued by the Hong Kong Institute of Certified Public Accountants.

The Guarantor's 2026 Consolidated Interim Financial Statements are not audited or reviewed by an independent auditor. Consequently, such financial information should not be relied upon by investors as providing the same quality of information associated with information that has been subject to an audit or review. Potential investors must exercise caution when using such data to evaluate the Group's financial condition or results of operations. The Guarantor's 2026 Consolidated Interim Financial Statements should not be taken as an indication of the expected financial condition and results of operations for the Group for the relevant full financial year. For further details, please refer to "*Risk Factors – Risks relating to the Group and its business – Potential investors should not place undue reliance on the financial information that is not audited and/or reviewed*".

Copies of all such documents which are so deemed to be incorporated in, and to form part of, this Offering Circular will be available for inspection at all reasonable times during normal business hours (being between 9:00 a.m. (local time) and 3:00 p.m. (local time), Monday to Friday other than public holidays) (i) at the specified office of the Fiscal Agent set out at the end of this Offering Circular and (ii) electronically to a requesting Noteholder following prior written request and proof of holding and identity to the satisfaction of the Fiscal Agent.

For purposes of this Offering Circular and the avoidance of doubt, the Guarantor's Consolidated Financial Statements and information about the Group are published on the website of the Guarantor and/or the Hong Kong Stock Exchange (<https://www1.hkexnews.hk/search/titlesearch.xhtml>).

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## SUMMARY

*The summary below is only intended to provide a limited overview of information described in more detail elsewhere in this Offering Circular. As it is a summary, it does not contain all of the information that may be important to investors and terms defined elsewhere in this Offering Circular shall have the same meanings when used in this summary. Prospective investors should therefore read this Offering Circular in its entirety, including the section entitled “Risk Factors”, before making an investment decision.*

### DESCRIPTION OF THE ISSUER

Lai Sun (2026) Limited (the “**Issuer**”) was incorporated on 9 June 2026 in Hong Kong as a company with limited liability under the Companies Ordinance (Chapter 622 of the laws of Hong Kong) with business registration number 80595085.

The Issuer was established with full capacity to carry on or undertake any business or activity, do any act or enter into any transaction and has full rights, powers and privileges for the above purposes. The Issuer does not sell any products or provide any services and it has undertaken no business activities since the date of its incorporation, other than those incidental to its incorporation and establishment as a direct wholly-owned subsidiary of the Guarantor and those incidental to the issue of the Notes.

### DESCRIPTION OF THE GUARANTOR

The Guarantor is a property investment and development company incorporated with limited liability under the laws of Hong Kong in 1959, the issued shares of which are listed and traded on the Main Board of the SEHK (Stock code: 488). Its subsidiaries, associates and joint ventures in which the Guarantor has interests are engaged principally in property investment, property development, investment in and operation of hotels and restaurants, production and distribution of films and TV programs, music production and publishing, management and production of concerts, artiste management, cinema operation, development and operation of and investment in cultural, leisure, entertainment and related facilities and investment holding.

As at the date of this Offering Circular, the Guarantor had an issued share capital of approximately HK\$6,240,082,000 consisting of 1,453,328,830 ordinary shares.

For the year ended 31 July 2025, the Group recorded a decrease in gross profit as compared to the year ended 31 July 2024, which was primarily due to (i) Lai Fung Group’s reduction in property sales since those projects have been almost completely sold, partially offset by the increase in property sales in Hong Kong property, namely The Parkland in Yuen Long and (ii) a decrease in contribution from the film and television programme segment due to lack of new television programme releases during the year ended 31 July 2025, as compared to the year ended 31 July 2024.

For the year ended 31 July 2025, the net loss attributable to the owners of the Guarantor decreased as compared to the year ended 31 July 2024. The decrease in net loss was primarily due to (i) reduction in impairment of property, plant and equipment and right-of-use assets; (ii) decrease in depreciation of property, plant and equipment and right-of-use assets as a result of the impairment losses provided for these assets in previous financial year; (iii) decrease in fair value losses on the investment properties; and (iv) reduction in finance costs of the Group, during the year ended 31 July 2025 as compared to the year ended 31 July 2024. Such decreased loss was partially offset by the reduction in property sales in Lai Fung Group and contribution from film and television programme segment, as well as the increase in share of losses of joint ventures.

### **Competitive Strengths**

- Well-diversified business operations
- High quality property portfolio in prime and convenient locations
- Stable and recurring income underpinned by quality rental portfolio
- Highly experienced and professional management team
- Well-established relationships with recognised developers and investors

### **Strategies**

- Maintain and grow a solid recurring income base from investment properties
- Continue to build quality properties
- Continue to adopt a disciplined financial management policy

### **EXCHANGE OFFER AND CONSENT SOLICITATION**

The Notes are being issued to holder of the Existing Notes who elect to tender their Existing Notes for exchange and accepted by the Guarantor in an exchange offer conducted by the Guarantor (the “**Exchange Offer**”). Concurrent with the Exchange Offer, the Guarantor also invited holders of the Existing Notes to consent to certain amendments and waivers in relation to the Existing Notes, including an Issuer’s option to exchange the Existing Notes to Notes (the “**Consent Solicitation**”). Please refer to the exchange offer memorandum and the consent offer memorandum each dated on or around 15 June 2026, the announcements and/or other materials in relation to the Exchange Offer and the Consent Solicitation prepared by the Issuer and/or the Guarantor for full information.

## THE OFFERING

*The following is a brief summary of the offering and is qualified in its entirety by the remainder of this Offering Circular. Some of the terms described below are subject to important limitations and exceptions. Words and expressions defined in the Terms and Conditions and “Summary of Provisions Relating to the Notes in Global Form” shall have the same meanings in this summary. For a more complete description of the terms and conditions of the Notes, see “Terms and Conditions” in this Offering Circular.*

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Issuer</b>                  | Lai Sun (2026) Limited.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Guarantor</b>               | Lai Sun Development Company Limited 麗新發展有限公司.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>The Notes</b>               | U.S.\$333,879,000 8.00 per cent. guaranteed notes due 2029.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Existing Notes</b>          | 5.00 per cent. guaranteed notes due 2026 issued by Lai Sun MTN Limited and guaranteed by the Guarantor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Exchange Offer</b>          | The Notes are being issued pursuant to an exchange offer being conducted by the Issuer in relation to any and all of the Existing Notes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Form and Denomination</b>   | The Notes will be issued in registered form in specified denominations of U.S.\$100,000 and integral multiples of U.S.\$1 in excess thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issue Date</b>              | 28 July 2026.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Interest</b>                | The Notes will bear interest on their outstanding principal amount from and including the Issue Date, at 8.00 per cent. per annum, payable semi-annually in arrear in equal instalments on 28 January and 28 July in each year, commencing on 28 January 2027.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Maturity Date</b>           | Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their principal amount on 28 July 2029.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Status of the Notes</b>     | The Notes will constitute direct, unsubordinated, unconditional and (subject to Condition 5 ( <i>Negative Pledge</i> ) of the Terms and Conditions) unsecured obligations of the Issuer and shall at all times rank <i>pari passu</i> and without any preference or priority among themselves. The payment obligations of the Issuer under the Notes shall, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application and subject to Condition 5 ( <i>Negative Pledge</i> ) of the Terms and Conditions, at all times rank at least <i>pari passu</i> with all the Issuer’s other present and future unsecured and unsubordinated obligations. |
| <b>Status of the Guarantee</b> | The Guarantor will in the Deed of Guarantee unconditionally and irrevocably guarantee the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Notes. The Guarantee of the Notes will constitute direct, general, unconditional, unsubordinated and (subject to Condition 5 ( <i>Negative Pledge</i> ) of the Terms and Conditions) unsecured obligations of the Guarantor which will at all times rank at least                                                                                                                                                                                                                                                 |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | <p><i>pari passu</i> with all other present and future unsecured obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Negative Pledge</b>    | <p>The Notes will contain a negative pledge provision as further described in Condition 5 (<i>Negative Pledge</i>) of the Terms and Conditions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Use of Proceeds</b>    | <p>The Notes are being issued by the Issuer to exchange for Existing Notes pursuant to the Exchange Offer. Accordingly, there are no proceeds from the issuance of the Notes.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Events of Default</b>  | <p>The Notes will contain certain events of default as further described in Condition 10 (<i>Events of Default</i>) of the Terms and Conditions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Cross Acceleration</b> | <p>The Notes will contain a cross-acceleration provision in respect of any present or future indebtedness for or in respect of monies borrowed or raised and/or any present or future guarantee thereof of the Issuer, the Guarantor or any of their respective Material Subsidiaries (other than Listed Subsidiaries), which, individually or in the aggregate, exceeds U.S.\$15.0 million or its equivalent. See Condition 10(c) (<i>Cross Acceleration of the Issuer, Guarantor or Material Subsidiary</i>) of the Terms and Conditions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Taxation</b>           | <p>All payments of principal and interest in respect of the Notes by or on behalf of the Issuer or the Guarantor shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Hong Kong or any political subdivision therein or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.</p> <p>In that event, the Issuer or (as the case may be) the Guarantor shall pay such additional amounts as will result in receipt by the Noteholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note:</p> <ul style="list-style-type: none"> <li>(i) held by or on behalf of a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note; or</li> <li>(ii) where the relevant Certificate is presented or surrendered for payment more than 30 days after the</li> </ul> |

|                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                             | <p>Relevant Date except to the extent that the Holder of such Note would have been entitled to such additional amounts on presenting or surrendering such Certificate for payment on the last day of such period of 30 days.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Final Redemption</b>                                     | <p>Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their principal amount on the Maturity Date.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Mandatory redemption in relation to Specified Assets</b> | <p>(A) The Guarantor will undertake that (x) the consideration with respect to any Specified Asset Disposal of a Development Project or an Overseas Project will be at least equal to the Fair Market Value of such Specified Asset sold or disposed of and (y) the consideration with respect to any Specified Asset Disposal of the Southside Project will be determined in accordance with the Southside Development Agreement.</p> <p>(B) The Guarantor will further undertake that:</p> <ul style="list-style-type: none"> <li>(i) 100% of any Specified Asset Disposal Net Proceeds with respect to the CNI Put/Call Option Shares received by it or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;</li> <li>(ii) 50% of any Specified Asset Disposal Net Proceeds with respect to the Southside Project received by it or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;</li> <li>(iii) 50% of any Specified Asset Disposal Net Proceeds with respect to the Broadcast Drive Project received by it or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;</li> <li>(iv) 50% of any Specified Asset Disposal Net Proceeds with respect to the Kotewall Road Project received by it or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;</li> <li>(v) 50% of any Specified Asset Disposal Net Proceeds with respect to the Fairmont St Andrews Project received by it or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt; and</li> <li>(vi) 50% of any Specified Asset Disposal Net Proceeds with respect to the Leadenhall Project received by it</li> </ul> |

or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt.

Within 90 days from and including any date on which the aggregate balance of the Specified Asset Designated Account has exceeded U.S.\$20 million, the Issuer shall on giving not less than 7 nor more than 60 days' notice to the Noteholders and the Fiscal Agent in accordance with Condition 16 (*Notices*) of the Terms and Conditions (which notice shall be irrevocable), apply, or procure to be applied, all funds then held in the Specified Asset Designated Account to redeem the Notes at their principal amount together with accrued and unpaid interest to the date fixed for redemption.

#### **Redemption for Change of Control**

At any time following the occurrence of a Change of Control, the Holder of any Notes will have the right, at such Holder's option, to require the Issuer to redeem all, but not in part, of such Holder's Notes at 101.0 per cent. of their principal amount, together with accrued interest up to but excluding the Change of Control Put Date, as further described in Condition 7(e) (*Redemption for Change of Control*) of the Terms and Conditions.

A "Change of Control" occurs when:

- (a) the Controlling Shareholder (as defined below) ceases to hold, directly or indirectly, at least 30.0 per cent. of the voting rights of the issued share capital of the Guarantor (where, for the purpose of this paragraph (A), "indirectly" means the Controlling Shareholder holds 50.0 per cent. or more of the voting rights in a corporation which itself, or with the Controlling Shareholder, holds 30.0 per cent. or more of the voting rights in another corporation or chain of corporations and where each corporation in the chain of corporations, or with the Controlling Shareholder, holds 30.0 per cent. or more of the voting rights in the corporation immediately below such corporation and one such corporation, or with the Controlling Shareholder, holds 30.0 per cent. or more of the voting shares in the Guarantor); or
- (b) any Person or Persons, other than the Controlling Shareholder, acting together acquires or acquire Control of the Guarantor if such Person or Persons does not or do not have, and would not be deemed to have, Control of the Guarantor on the Issue Date; or
- (c) the Guarantor consolidates with or merges into or sells or transfers all or substantially all of its assets to any other Person, unless the consolidation, merger, sale or

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                               | <p>transfer will not result in the other Person or Persons acquiring Control over the Guarantor or the successor entity;</p> <p>“Control” means the acquisition or control of more than 30.0 per cent. of the voting rights of the issued share capital of the Guarantor or the right to appoint and/or remove all or the majority of the members of the Guarantor’s board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise and the terms “Controlling” and “Controlled” shall have meanings correlative to the foregoing;</p> <p>“Controlling Shareholder” means the aggregate shareholdings of Dr. Lam Kin Ngok, Peter (“Dr. Peter Lam”) and:</p> <ul style="list-style-type: none"> <li>(a) any heir, estate, lineal descendant (or spouse thereof), spouse or parent of Dr. Peter Lam; and</li> <li>(b) any trust, corporation, partnership or other entity, of which the direct or indirect beneficiaries, equity holders, partners, owners or Persons are Dr. Peter Lam and/or such other Persons referred to in paragraph (a) above; and</li> </ul> <p>a “person” includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity);</p> |
| <b>Redemption at the option of the Issuer</b> | <p>The Issuer may, on giving not less than 7 nor more than 60 days’ notice (an “<b>Optional Redemption Notice</b>”) to the Noteholders and the Fiscal Agent in accordance with Condition 16 (<i>Notices</i>) of the Terms and Conditions (which notice shall be irrevocable) and in writing to the Fiscal Agent, redeem the Notes in whole or in part, at any time, at their principal amount, together with interest accrued (if any) to the date fixed for redemption specified in the Optional Redemption Notice.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Redemption for tax reasons</b>             | <p>The Notes may be redeemed at the option of the Issuer in whole, but not in part at any time, on giving not less than 30 nor more than 60 days’ notice to the Noteholders and the Fiscal Agent in accordance with Condition 16 (<i>Notices</i>) of the Terms and Conditions (which notice shall be irrevocable), at their principal amount, together with interest accrued (if any) to the date fixed for redemption, if:</p> <ul style="list-style-type: none"> <li>(a) (1) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 9 (<i>Taxation</i>) of the Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of Hong Kong or any political subdivision or any authority thereof or therein having power to tax,</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                             | <p>or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the Issue Date, and (2) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or</p> <p>(b) (1) the Guarantor has or (if a demand was made under the Guarantee of the Notes) would become obliged to pay additional amounts as provided or referred to in Condition 9 (<i>Taxation</i>) of the Terms and Conditions or the Guarantee of the Notes, as the case may be, as a result of any change in, or amendment to, the laws or regulations of Hong Kong or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the Issue Date, and (2) such obligation cannot be avoided by the Guarantor taking reasonable measures available to it,</p> <p><b>provided that</b> no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor would be obliged to pay such additional amounts if a payment in respect of the Notes were then due or (as the case may be) a demand under the Guarantee of the Notes were then made.</p> |
| <b>Further Issues</b>                                       | <p>The Issuer may from time to time without the consent of the Noteholders create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and the first payment of interest on them) so as to form a single series with the Notes (including any notes issued upon exchange of the Existing Notes in accordance with the terms thereof). References in these Conditions to the Notes include (unless the context requires otherwise) any further notes issued pursuant to Condition 15 (<i>Further Issues</i>) of the Terms and Conditions and forming a single series with the Notes.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Fiscal Agent</b>                                         | GLAS Trust Company LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Principal Paying Agent, Registrar and Transfer Agent</b> | GLAS Trust Company LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Clearing Systems</b>                                     | <p>The Notes will be represented initially by interests in a Global Certificate, which will be registered in the name of a nominee of, and deposited on or about the Issue Date with, a common depositary for Euroclear and Clearstream. Beneficial interests in each Global Certificate will be shown on, and transfers thereof will be effected only through, records maintained by</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

**Clearance and Settlement**

Euroclear and Clearstream. Except as described in this Offering Circular, definitive certificates for the Notes will not be issued in exchange for interests in the relevant Global Certificate.

The Notes have been accepted for clearance through Euroclear and Clearstream and have the following codes:

Common Code: 343524358

ISIN: XS3435243582

**Notices**

So long as the relevant Global Certificate is held on behalf of Euroclear or Clearstream, any notice to the relevant Noteholders shall be validly given by the delivery of the relevant notice to Euroclear or Clearstream, for communication by the relevant clearing system to entitled accountholders in substitution for notification as required by the Terms and Conditions.

**Governing Law**

English law.

**Jurisdiction**

English courts.

**Listing**

Application will be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Notes by way of debt issues to Professional Investors only. Such permission is expected to become effective on or about 29 July 2026.

**LEI**

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## RISK FACTORS

*Prior to making any investment decision, prospective investors should consider carefully all of the information contained and deemed to be contained in this Offering Circular, including the risks and uncertainties described below. The business, financial condition or results of operations of the Group could be materially adversely affected by any of these risks. The Issuer and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under the Notes and the Guarantee. All of these factors are contingencies which may or may not occur and the Issuer and the Guarantor are not in a position to express a view on the likelihood of any such contingency occurring. Factors which the Issuer and the Guarantor believe may be material for the purpose of assessing the risks associated with the Notes and the Guarantee are also described below.*

*The Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in the Notes and the Guarantee, but the inability of the Issuer or the Guarantor to pay principal, interest (if any) or other amounts or fulfil other obligations on or in connection with the Notes or the Guarantee may occur for other reasons and the Issuer and the Guarantor do not represent that the statements below regarding the risks of investing in or holding the Notes are exhaustive.*

*The Notes are being issued to eligible holders of Existing Notes in connection with the Exchange Offer and the Consent Solicitation. Please also refer to the exchange offer memorandum and the consent offer memorandum each dated on or around 15 June 2026, the announcements and/or other materials in relation to the Exchange Offer and the Consent Solicitation prepared by the Issuer and/or the Guarantor for full information including risk factors and other considerations.*

### **Risks Relating to the Group and its Business**

#### ***The Group has incurred a net loss attributable to owners of the Company***

For the six months ended 31 January 2026, the Group recorded a net loss attributable to owners of the Company. The increased loss was primarily attributed to (i) the loss incurred by Lai Fung Holdings Limited (“Lai Fung”) and its subsidiaries (together, “Lai Fung Group”) on the sale of an accommodation tower (tower one) and write-down of properties (mainly tower three) in Hengqin Novotown Phase II; (ii) fair value losses on the Group’s investment properties; and (iii) fair value losses and impairment losses on joint ventures properties during the respective period. See “*Description of the Guarantor - Overview*” for further information. Please also see Note 1 to the Guarantor’s 2026 Consolidated Interim Financial Statements.

Although general market sentiment and transaction volumes in the property sector showed early signs of recovery in financial year 2025, housing prices remained relatively subdued, prompting further impairment provisions. For the six months ended 31 January 2026, the Group recognised fair value losses on investment properties held by the Group, and fair value losses on investment properties held by joint ventures.

The Group has been in active discussions with potential buyers for the realisation of certain assets to enhance liquidity. For instance, on 9 December 2025, a wholly-owned subsidiary of the Group, entered into a sale and purchase agreement with an independent third party for sale of all issued shares of its wholly-owned subsidiary, Surearn Profits Limited (“SPL”). Accordingly, all assets of SPL, being interest in a joint venture and pledged bank balances, have been classified as assets held for sale as at 31 January 2026. In addition, the Group remains committed to executing its asset disposal plan including identifying potential buyers or seeking other opportunities for the realisation of its property projects with the objective of reducing its debt and lowering finance costs.

Although the Group has implemented numerous measures to reduce debt, there is no assurance that such measures will be successful. The timing of any return to future profit is uncertain, and the Group may not avoid

further losses, which would continue to adversely affect its business, operating results, financial condition and prospects.

***The Group may not be able to secure necessary funds and may need to further adjust its capital structure***

The Group has historically acquired, and expects that it will in the future require, additional financing to fund working capital and capital expenditures, to support the future growth of its businesses and/or to refinance existing debt obligations. The Group's core businesses will require substantial capital investment, particularly for its property development, which is capital intensive. The Group has historically relied on, and expects to continue to rely on, external financing to fund its working capital and capital expenditure requirements in the future. The Group's ability to arrange external financing and the cost of such financing are dependent on numerous factors, including general economic and capital market conditions, interest rates, credit availability from banks or other lenders, investor confidence in the Group, success of its businesses, provisions of tax and securities laws that may be applicable to the Group's efforts to raise capital and political and economic conditions in the markets where the Group operates. If major commercial banks decline to provide additional loans to the Group or to refinance its existing loans when they mature as a result of the Group's credit risk and the Group fails to raise adequate financing through other channels, the Group's financial condition, cash flow position and business prospects may be materially and adversely affected.

As at 31 January 2026, the Group's gearing ratio, expressed as a percentage of the total outstanding net debt (being the total borrowings less cash and bank balances) to consolidated net assets attributable to owners of the Company, has increased as compared to 31 July 2025. On 30 September 2025, the Group successfully refinanced its Cheung Sha Wan Plaza syndicated loan for 5 years. On 12 March 2026, Lai Fung Group successfully refinanced one of its banking facilities with a tenor of one year with an extension of another year subject to satisfaction of certain conditions.

To improve its liquidity and capital position, the Group will continue to examine various options, including selling non-core assets to reduce debt, refinancing and treasury and liability management measures; and optimising capital and operating expenditure. The Group's ability to improve its liquidity and capital position, arrange external financing, and manage costs depends on numerous factors, including general economic, real estate and capital market conditions; prevailing interest rates; the availability of credit from banks or other lenders; investor confidence in the Group; business performance; legal and regulatory requirements; and political and economic conditions in Hong Kong and Chinese Mainland.

There can be no assurance that additional financing, either on a short-term or long-term basis, will be available or, if available, that it will be obtained on favourable terms. Any increase in interest rates would increase the cost of financing and adversely affect the Group's operational results.

***The performance of the Hong Kong property market***

The Group derives a substantial portion of its revenue and operating profits from its Hong Kong property development and sales as well as property investment. Consequently, its revenue and operating profits depend on the state of the Hong Kong property market. Historically, the Hong Kong property market has been cyclical (for example, Hong Kong residential property prices, after reaching record highs in 1997, fell significantly as a result of the Asian economic crisis) and Hong Kong property values have been affected by supply and demand of comparable properties, the condition of the global economy, the rate of economic growth in Hong Kong, and political and economic developments in Hong Kong and the PRC, including, but not limited to, the supply of, and demand for, comparable properties, the rate of economic growth in Hong Kong, measures of the Hong Kong government, political and economic developments in Chinese Mainland and the relationship between Chinese Mainland, Hong Kong and other countries. Economic developments outside Hong Kong, such as the economy in the PRC and the interest rate movements and level of economic activity in the United States, could

also adversely affect the property market in Hong Kong. See also *“The Group’s business may be affected by local, regional and global economic factors”* below.

Despite the introduction by the Hong Kong Monetary Authority (“HKMA”) of measures for mortgage lending and the implementation by the Hong Kong government of cooling measures from time to time as means to address the increasing risk of a property price bubble, property prices in Hong Kong had followed an upward trend for numerous years. More recently, property prices have exhibited a downward movement. This downturn in the market has the potential to lead to a significant devaluation of property prices, which could lead to impairment losses on the assets held by the Group and increased exposure in counterparty risk for loans guaranteed by real estate collateral. On 4 November 2016, the Hong Kong Government announced further cooling measures in the form of an increase to stamp duty payable on property transactions to 15.0 per cent., effective from 5 November 2016 and applying to all residential property acquisitions by individuals or companies with the exception of first-time home buyers who are Hong Kong permanent residents. The new 15.0 per cent. rate replaces the maximum 8.5 per cent. double ad valorem stamp duty on non-first time home purchases by Hong Kong permanent residents that had been in place since February 2013. On 12 April 2017, this increased stamp duty was extended to apply to first-time Hong Kong permanent resident property buyers acquiring multiple properties under a single contract. In February 2024, the Hong Kong government announced the abolition of all demand-side management measures for residential properties. At the same time, the Hong Kong Monetary Authority issued guidelines to banks relaxing mortgage loan-to-value ratios and stress tests. Both initiatives were conducive to the purchase of new and replacement homes for local residents and encouraged the Chinese mainland talents and professionals to work and buy their own homes in Hong Kong.

On 23 February 2022, HKMC Insurance Limited, a wholly-owned subsidiary of the Hong Kong Mortgage Corporation Limited, announced plans to further expand eligibility under the Mortgage Insurance Programme. For a first-time home buyer, the cap on the value of property eligible for a mortgage loan with a maximum cover of 90 per cent loan-to-value ratio will be raised from HK\$8 million to HK\$10 million. The cap on the value of property eligible for a mortgage loan with a maximum cover of 80 per cent. loan-to-value ratio were also raised from HK\$10 million to HK\$12 million (if the loan-to-value ratio is progressively adjusted to 50%, the maximum eligible property value is up to HK\$19.2 million). On 7 July 2023, the Mortgage Insurance Programme for completed residential properties was further amended. For a first-time home buyer, the cap on the value of property eligible for a mortgage loan with a maximum cover of 80 per cent. loan-to-value ratio has been raised to HK\$15 million. The coverage of the Mortgage Insurance Programme has also been extended to properties valued above HK\$15 million and up to HK\$30 million, subject to a mortgage loan cap of HK\$12 million or a maximum loan-to-value ratio of 70 per cent., whichever is higher. On 22 September 2023, the Mortgage Insurance Programme was further amended such that the eligibility criteria for residential properties under construction align with those for completed residential properties. As the introduction of these measures is subject to policy changes reflecting domestic political or economic circumstances, there is no assurance that the Hong Kong Government will not introduce further measures in the future that may have a significant impact on the property market, which may, in turn, affect the Group’s operating results and financial conditions. Such measures adopted from time to time by the Hong Kong Government to restrict the real estate market may slow down the industry’s rate of growth or cause the real estate market to decline, which may, in turn, materially and adversely affect the Group’s business, financial condition and results of operations.

In the event of economic decline, the Group, along with other Hong Kong property companies, may experience market pressures such as those from existing tenants or prospective tenants to provide rent reductions or longer rent-free periods or reduced market prices for sale properties. Rental values are also affected by factors such as local, regional and global economic downturns, political developments, governmental regulations and changes in planning or tax laws, interest rate levels and inflation. There can be no assurance that rental and property values will not decline, credit provided by banks will not be further tightened or interest rates will not rise in the future. This could have an adverse effect on the Group’s business, operating results and financial condition.

The inherent volatility in Hong Kong's property market may also affect the timing for both the acquisition of sites (or modification of land use terms) and the sale of completed development properties. This volatility, combined with the lead time required for completion of projects as well as the sale of existing properties, means that the Group's results from its property development and sale activities may be susceptible to significant fluctuations from year to year, which may have an impact on the Group's balance sheet.

### ***The performance of the PRC mainland property market***

The Group has substantial property development and investment interests in the PRC through Lai Fung Group and expects to continue to develop and invest in properties in the PRC. The property interests of the Group are therefore subject to certain risks associated with property development and investment and inherent in the ownership of, investment in and development of real estate properties in the PRC. These risks include, but are not limited to, the cyclical nature of property markets, changes in general economic, business and credit conditions, changes in government policies or regulations affecting the real estate sector, building and other raw materials shortages, fluctuations in interest rates and the costs of labour and materials. The Group's property interests are also affected by the strength of the economies of the cities and regions in the PRC in which it conducts its business.

Historically, the PRC property market has been cyclical. The rapid expansion of the property market in certain major cities in the PRC, including Shanghai and Beijing in the early 1990s, culminated in oversupply in the mid-1990s and a corresponding fall in property values and rentals in the second half of the decade. Beginning in the late 1990s, private residential property prices and the number of residential property development projects increased in major cities as a result of an increase in demand driven by domestic economic growth. In recent years, the overall demand for private residential properties in the PRC, particularly properties in a number of major PRC cities (including those in which the Group holds properties) has grown rapidly. However, the market has also experienced fluctuations in property prices during the same period. There can be no assurance that the problems of oversupply and falling property prices that occurred in the mid-1990s will not recur in the PRC property market and the recurrence of such problems could adversely affect the Group's business and financial condition. Furthermore, there have been increasing concerns over housing affordability and the sustainability of market growth.

PRC central and local governments also frequently adjust monetary and other economic policies to prevent and curtail the overheating of the national and local economies, and such economic adjustments may affect the PRC property market. For example, the PRC government has introduced additional measures over the years to cool the property market and to tighten market liquidity and curb property speculation. Further, many cities have promulgated measures to restrict the number of properties a household is allowed to purchase and similar restrictive measures could be introduced in the near future.

Since 2010, the PRC government has promulgated multiple policies and measures on the domestic residential property market to curb perceived growth in the PRC property market. The PRC government, at both the central and local levels, has in recent years been imposing and may continue to impose various economic measures with an aim of cooling the overheated real estate market in the PRC, including home purchase restrictions and strengthened supervision over PRC real estate developers, some of which have experienced tightened cashflow, difficulty in refinancing or even default in their own loan obligations, which would affect relevant segments of the economy and may in turn affect the Group's business and operation.

Given that central and local PRC governments are expected to continue to exercise a substantial degree of control and influence over the PRC economy and property market, any form of government control or newly implemented laws and regulations, in particular, decisions taken by PRC regulators concerning economic policies or goals that are inconsistent with the Group's interests, may, depending on the nature and extent of such changes and the Group's ability to make corresponding adjustments, negatively impact the Group's future

expansion plans in the PRC and have an adverse effect on the Group's business, operating results, financial condition and prospects. There is no assurance that the PRC government will not take further action, whether in the form of new austerity measures, regulations or policy adjustments, which would adversely affect the PRC property market.

In addition, development projects in the PRC are dependent on obtaining the approval of a variety of governmental authorities at different levels, receipt of which cannot be assured. These development projects have been and may in the future be subject to certain risks, including those associated with the cyclical nature of property markets, changes in governmental regulations and economic policies (including regulations and policies restricting construction of properties and buildings and related limitations on pre-sales and extensions of credit), restrictions on the payment terms for land uses, building material shortages, increases in labour and material costs, changes in general economic and credit conditions and the illiquidity of land and other properties. Any restriction on the Group's ability to carry out pre-sale of its properties or any restriction on the use of pre-sale proceeds could extend the time required to recover its capital outlay and could have an adverse effect on its business, operating results, financial condition and prospects, and in particular its cash flow position. Moreover, property developers in the PRC must obtain a formal qualification certificate in order to engage in a property development business in the PRC. These factors could adversely affect the Group's business, operating results, financial condition and prospects.

As the Group continues to be dependent, to a significant extent, on the overall state of the PRC property sector, a decline in the performance of this property sector could adversely affect the Group's revenue. Any material adverse development with respect to the property markets in the PRC and the ensuing decline in property sales or decrease in property prices in the PRC could have a material and adverse effect on the Group's business, financial condition and results of operations.

***The global economy and the property market are facing significant uncertainties and disruptions which may negatively impact the Group's operating results***

The Group's business is subject to global market fluctuations and general economic conditions in Hong Kong, the PRC and the global economy. Any prolonged downturn, recession or other condition that adversely affects the Group's business and economic environment could materially and adversely impact its business, financial condition and results of operations.

Volatility in the global credit markets in recent years has affected, and may continue to affect, the availability of credit and the confidence of the financial markets, globally as well as in Hong Kong and the Chinese mainland. There remains a concern that a return of the debt crisis in Europe, the political unrest in the Middle East and Eastern Europe as well as rumours or threats or actual terrorist attacks or conflicts in the Middle East, Southeast Asia, Eastern Europe or other regions will have a detrimental effect on the global financial system. Events such as the military conflict between Russia and Ukraine and Israel and Palestine, and the resulting sanctions imposed by the U.S. and Europe against Russia and Russian entities, have adversely affected and may continue to adversely affect global trade, commodity prices and oil supply. The global credit markets have experienced, and may continue to experience, volatility and liquidity disruptions, which have resulted in the consolidation, failure or near failure of a number of institutions in the banking and insurance industries in early 2023. The global economic downturn has in the past led to an increased level of consumer delinquencies, lack of consumer confidence, decreased market valuations and liquidity, increased market volatility and a widespread reduction of business activity generally.

Any volatility or deterioration in economic conditions in the U.S., Europe, China and elsewhere has had and may continue to have a negative impact on the economies of Hong Kong and the Chinese mainland. For example, difficulties faced by business enterprises during the novel coronavirus ("COVID-19") pandemic, inflationary pressure triggered by the resumption of economic activities, challenges of supply chain shortages

and surging energy prices, amplified geopolitical tensions over trade and technology may continue to cause volatility in the financial markets in Hong Kong, the PRC and other markets globally. While the Hong Kong and the Chinese mainland economies have remained generally stable in recent years, they have faced downward pressure, especially during the outbreak of the COVID-19. The Group's business is highly dependent on economic conditions in Hong Kong and the Chinese mainland. Any slowdown or perceived slowdown in the economy of Hong Kong and/or the Chinese mainland could materially and adversely affect the Group's business, financial condition, results of operations and prospects, especially if such a slowdown were to be continued and prolonged. One of the effects of a slowdown in economic growth was higher interest rates in Hong Kong and globally, which have negatively impacted access to financing for property developers and potential customers and have resulted in higher financing costs and increased counterparty risk. Central banks have reacted to the rise of inflation by raising their policy interest rates since 2022. In the U.S. for example, the Federal Reserve has raised interest rates multiple times since 2022 and these higher interest rates have been maintained, despite the interest rate cuts announced in September 2024 and in September 2025. A slowdown in economic growth, along with reduced availability of credit, could adversely impact potential customers, which could, in turn, lead to lower demand for commercial and residential properties as well as declining property prices and rents, as consumers and businesses will generally be more cautious when making decisions to purchase property or enter into or renew leases. In addition, an economic slowdown can cause insolvency of contractors resulting in construction delays.

No assurance can be given that any slowdown in the economies of the United States, the European Union and elsewhere in Asia, will not adversely affect the businesses of the Group or that the effects of global economic events may not otherwise adversely affect the Group.

***The Group has exposure to the London commercial property market***

The Group has property investment interests in London and expects to continue to invest in the United Kingdom. See “*Description of the Guarantor — Property Investment — Overseas Properties*”. Any real estate market downturn in London or any change in the political or legal environment in the United Kingdom in the future could adversely affect the Group's business, profitability and prospects. The Group's results of operations may be influenced by fluctuations of supply and demand in the commercial property market, which may, in turn, be influenced by the general state of the United Kingdom economy or national or local government policies. For example, on 31 January 2020, the United Kingdom officially exited the European Union following a UK-EU Withdrawal Agreement signed on 17 October 2019 (“Brexit”). The United Kingdom and the European Union signed the Brexit trade deal on 30 December 2020 and the United Kingdom completed its separation from the European Union with effect from 1 January 2021. While the United Kingdom and the European Union had reached the trade deal, the effect of Brexit remains uncertain, and Brexit has, and may continue to create, a negative economic impact and increased volatility in the global market, as well as adversely impact the property market and the Group's operations in the United Kingdom. Any economic downturn or oversupply of commercial properties in the United Kingdom could result in downward pressure on the Group's income and valuation of its property portfolio.

***Political and legal developments in Hong Kong and the PRC may affect the Group's business***

A majority of the Group's assets are located in, and a majority of the Group's revenue is derived from, Hong Kong and the PRC. As a result, the general state of the political and legal situation in Hong Kong or the PRC may have a significant impact on the Group's operating results and financial condition. If there were any change in the political or legal environment in Hong Kong or the PRC, the Group's business, results of operations and financial condition might be adversely affected.

Protests, demonstrations or rioting causing mass disruption to businesses, commercial activities and transportation may result in a decrease in consumer spending. Consumers may avoid areas affected by social

upheaval or may be unable to reach these areas due to a disruption in transportation or an outbreak of violence, and local businesses may be affected. There is no assurance that there will not be any unforeseeable interruptions to the business and operations of the Group's properties, and inbound tourism may also be affected by such events, with fewer tourists travelling to Hong Kong, which may, in turn negatively affect the Hong Kong retail market and hospitality industry. Civil unrest is outside the control of the Group and there can be no assurance that any large-scale protests will not occur in the future or as to the authorities' reactions to any such protests and the effect on the stability of the political and economic conditions in the region, which may, in turn, have an adverse impact on residential and commercial property prices.

In addition, trade tensions between the U.S. and China have created uncertainties in the world economy and global financial market. Although the U.S. and China reached an agreement in May 2025 to reduce tariffs as an initial step towards de-escalating trade disputes between them, the effect of such an agreement remains uncertain. Sustained or escalating tension between the U.S. and China over trade policies could significantly undermine the stability of the global economy, which may, in turn, materially and adversely affect the Group's business, financial condition and results of operations.

There can be no assurance that the Group's business, results of operations and financial condition will not be affected by any similar future political and legal developments in Hong Kong or the PRC.

***The Group's business may be affected by local, regional and global economic factors***

Local, regional and global economic developments could adversely affect the property, hotel and retail sectors in the places in which the Group's operations are located, which may, in turn, negatively impact the Group's business, property portfolio and prospects. For example, the tightening of liquidity in global credit and financial markets coupled with the withdrawal or potential withdrawal of existing monetary and fiscal stimuli measures put in place by various governments, such as austerity measures undertaken to reduce public spending, have in recent years affected the availability of credit and led to an increase in the cost of financing. On the other hand, economic indicators in developed markets have gradually been improving. Such incremental recuperation, however, has been offset by various factors, including, but not limited to, the US fiscal and economic policy, the trade tensions between the US and the PRC and other events in emerging markets which increase global economic uncertainty. These and other related events have had, and may continue to have, a significant adverse impact on the global credit and financial markets as a whole, including, among other things, the demand for real estate, the availability and cost of credit and consumer sentiment.

***There can be no assurance that the Group's diversification and international strategies will be successful***

To balance and mitigate the inherent risks associated with the cyclical nature of property development and the property markets, and concentration risk, given the Group's property portfolio's focus in Hong Kong and the PRC, the Group has sought to balance and strengthen its business portfolio through diversification and internationalisation, such as by expanding into restaurant, hospitality, cinema as well as media and entertainment businesses and increasing its portfolio of prime commercial properties in London. The Group will explore ways to create new sources of revenue by making ventures into new business sectors and geographical regions, if appropriate. However, there can be no assurance that the Group will implement its diversification and globalisation strategies successfully or that its strategies will be able to deliver the results as anticipated. Also, expansion into new sectors and markets may expose the Group to new uncertainties, including, but not limited to, risks relating to insufficient operating experience in certain sectors and markets, changes in governmental policies and regulations and other adverse developments affecting such sectors and markets. There can also be no assurance that all investors would favour the new ventures that may be made by the Group. The failure to implement its diversification strategies successfully could have a material adverse effect on the Group's business, financial condition, results of operations and growth prospects.

***The Group is dependent on rental income from its investment property portfolio***

Leasing of the Group's commercial investment properties provides steady recurrent income stream in turnover. As at 31 January 2026, the Group maintained a property portfolio comprising, in total attributable GFA (excluding car-parking spaces and ancillary facilities), completed major properties held for rental of approximately 4.4 million square feet, completed hotel properties and serviced apartments of approximately 1.3 million square feet, properties under development of approximately 1,607,000 square feet and completed properties held for sale of approximately 559,000 square feet. The Group is subject to risks incidental to the ownership and operation of office and retail properties, including, among other things, changes in market rental levels, competition for tenants and an inability to collect rental from tenants or renew leases with tenants due to bankruptcy, insolvency or other financial difficulties. In addition, the Group may not be able to renew leases with its tenants on terms acceptable to it, or at all, upon the expiration of the existing terms. Furthermore, any downturn in the market for rental properties could negatively affect the demand for its rental properties and the amount of rental income it earns, which may have a material adverse effect on the Group's business, results of operations and financial position.

***The Group may not be able to continue to attract and retain quality tenants***

The Group's commercial investment properties compete for tenants with other properties on, among other things, location, quality, maintenance, property management, rental rates and other lease terms. The Group cannot assure prospective investors that existing or prospective tenants will not choose other properties. Any future increase in the supply of properties which compete with the Group's properties would increase the competition for tenants and, as a result, it may have to reduce rent or incur additional costs to make its properties more attractive.

If the Group is not able to retain its existing tenants or attract new tenants to replace those leaving or to attract tenants to lease its new properties, its occupancy rates may decline. If the Group fails to attract well-known brands as its tenants or keep its existing tenants, its investment properties may become less attractive and competitive. This, in turn, could have a material adverse effect on its brand, business, results of operations and financial position.

***The Group is subject to risks incidental to the ownership and development of real estate properties***

Investment in property is generally illiquid, limiting the ability of an owner or a developer to convert property assets into cash or for alternative uses at short notice or requiring a substantial reduction in the price that might otherwise be sought for such assets to ensure a quick sale. The Group cannot predict whether it will be able to sell any of its properties for the price, or on the terms, set by it, or whether any price or other terms offered by a prospective purchaser would be acceptable to it. The Group also cannot predict the length of time needed to find a purchaser and to close a sale in respect of a property. Such illiquidity also limits the Group's ability to manage its portfolio in response to changes in economic or other conditions. Moreover, it may face difficulties in securing timely and commercially favourable financing in asset-based lending transactions secured by real estate due to the illiquidity.

The Group is also subject to risks incidental to the ownership and operation of residential, office and related retail properties, including, among other things: competition for tenants, changes in rental, inability to renew leases or re-let space as existing leases expire, an inability to collect rent from tenants due to bankruptcy or insolvency of tenants or otherwise, an inability to dispose of major investment properties for the values at which they are recorded in the financial statements, increase in operating costs and the need to renovate, repair and re-let space periodically and to pay the associated costs.

The Group's property development business involves significant risks distinct from those involved in the ownership, investment and operation of established properties, including, among other things, the risk that financing for development may not be available on favourable terms, that construction may not be completed

on schedule or within budget (for reasons including shortages of equipment, material and labour, work stoppages, interruptions resulting from inclement weather, unforeseen engineering, environmental and geological problems and unanticipated cost increases), that development may be affected by governmental regulations (including changes in building and planning regulations and delays or failure to obtain the requisite construction and occupancy approvals), that developed properties may not be leased or sold on profitable terms and that purchasers and/or tenants will default.

In addition, the Group's business and results of operations are dependent, in part, on the availability of land suitable for development and the Group's ability to replenish its land bank at favourable cost. For example, the limited supply of land in Hong Kong has made it difficult to replenish land there at economical prices for development. Furthermore, the properties owned or invested in by the Group comprise real estate used for office, residential and commercial projects and their operations are subject to general and local economic conditions, the performance of the Group, competition, desirability of their locations and other factors relating to the operation of the properties. The success of such properties is dependent upon their ability to compete on the basis of accessibility, location and quality of tenants.

***The Group may not be able to complete or deliver its property development projects on time, on budget or at all***

The progress and costs of a development project can be adversely affected by many factors, including:

- delays in obtaining the necessary licences, permits or approvals from government;
- delays in obtaining the necessary financing;
- shortages or a delay in delivery of materials, equipment, contractors and skilled labour;
- labour disputes;
- construction accidents;
- natural catastrophes and adverse weather conditions;
- changes in government policies or relevant laws or regulations; and
- economic conditions.

Construction delays or the failure to complete the construction of a project according to its planned specifications, schedule or budget as a result of the above factors may affect its results of operations and financial position and may also adversely affect its reputation. The Group cannot assure prospective investors that it will not experience any significant delays in the completion or delivery of its projects, or that it will not be subject to any liabilities to, or claims for damages from, its tenants, any purchasers (for example, under the pre-sale contracts entered into with them) or relevant government authorities for any such delays. Liabilities arising from any delays in the completion or delivery of its projects could have a material adverse effect on its business, results of operations and financial position.

***The Group's business and results from operations are dependent on the availability of land for property development and investment***

The Group's business and results from operations are dependent, in part, on the availability of land, buildings and hotels suitable for development, re-development or investment and the Group's ability to replenish its land bank at favourable costs. For example, while the Hong Kong Government has expressed its desire to increase land supply, the amount of land offered by the Hong Kong Government by auction is nevertheless still fairly limited. The limited supply of land has made it increasingly difficult to locate suitable property to acquire at economical prices for profitable development. Government policies seeking to increase land supply and

increases in borrowing costs could affect the Group's ability to maintain past operating margin levels, and profits from property development activities could be adversely affected. These factors could have an adverse effect on the Group's business, operating results and financial condition.

***Property revaluations may have an adverse impact on the Group's financial results and positioning***

In accordance with HKFRS, the Group values its investment properties at the end of each reporting period at their open market value by referring to the valuation performed by an external professional valuer. Any change in the valuation is charged or credited, as the case may be, to the income statement in the same reporting period. The fair value of each of the Group's investment properties is likely to fluctuate in the future, and the Group's historic results, including fair value gains or losses, should not be regarded as an indicator of its future results. There is no assurance that the fair value of the Group's investment properties will not decrease in the future. Any decrease in the fair value of the Group's investment properties will reduce its profit and equity for that year and increase the gearing ratio of the Group. The Group may not be able to obtain financing on favourable terms. These factors could have an adverse effect on the Group's business, operating results, financial condition and prospects.

***The Group relies on independent contractors and sub-contractors for the provision of certain services***

The Group engages independent third-party contractors and sub-contractors to provide various services, including construction, piling and foundations, building and property fitting-out work, interior decoration, installation of air conditioning units and elevators, and transportation of materials by air, sea and road. There is no assurance that the services rendered by any independent third-party contractor or sub-contractor engaged by the Group will be satisfactory. The Group is also exposed to the risk that its contractors and sub-contractors may require additional capital to complete an engagement in excess of the price originally tendered and the Group may have to bear additional costs as a result. Furthermore, there is the risk that the Group's major contractors and sub-contractors may experience financial or other difficulties which may affect their ability to discharge their obligations, thus delaying the completion of the Group's development projects or resulting in additional costs for the Group. The timely performance by these contractors and sub-contractors may also be affected by natural and human factors such as natural disasters, strikes and other industrial or labour disturbances, terrorist acts, restraints of government, civil disturbances, accidents or breakages of machinery or equipment, failure of suppliers, and interruption of, and delays in, transportation, all of which are beyond the control of the Group. Any of these factors could adversely affect the business, financial condition and results of operations of the Group.

***The Group's profit margin is sensitive to fluctuations in the costs of construction materials***

Construction costs comprise one of the predominant components of the Group's cost of sales. Construction costs encompass all costs for the design and construction of a project, including payments to third-party contractors, costs of construction materials, foundations and substructures, fittings, facilities for utilities and related infrastructure such as roads and pipelines. Historically, construction material costs have been the principal driver of the construction costs of the Group's property development projects, with the cost of third-party contractors remaining relatively stable. A general trend in the economy of increased inflationary risk may also have an impact on the construction costs and a wider impact on other costs.

Construction costs may fluctuate as a result of the volatile price movement of construction materials such as steel and cement. The Group manages the cost of outsourced construction work through a process of tenders which, among other things, takes into account procurement of supplies of principal construction materials such as steel and cement for the Group's property development projects at fixed prices. In line with industry practice, if there is a significant price fluctuation (depending on the specific terms of each contract), the Group will be required to renegotiate, top up or refund, depending on the price movement, existing construction contracts. Additionally, should existing contractors fail to perform under their contracts, the Group may be required to

pay more to contractors under replacement contracts. Therefore, the Group's profit margin is sensitive to changes in the market prices for construction materials and these profit margins will be adversely affected if the Group cannot pass on all of the increased costs to its customers.

***Increases in the cost of labour may have an adverse impact on its results of operations***

If the costs of labour increase significantly, and it cannot offset such increase by reducing other costs or cannot pass on such increase to the buyers or tenants of its properties, its business, results of operations and financial position may be materially and adversely affected.

***The Group's success depends on the continued services of key management personnel***

The Group's success is, to a certain extent, dependent upon the expertise and experience of its key management personnel, including the managing director of the Guarantor and members of the senior management. Unless terminated in accordance with the terms provided therein, all of the service contracts are renewable by mutual agreement upon expiration. If any of its key management personnel ceases to participate in the Group's management in the future, it might have an adverse effect on the Group's business operation and profitability.

***The Group's lease renewals will be affected by timing and the condition of the rental market***

Some of the Group's leases are up for renewal each year and the rents charged are typically adjusted based upon prevailing market rates. Accordingly, it is possible to have a concentration of renewal of leases or rent adjustments in a given year, and a slowdown in the rental market in a given year could adversely affect the rental income of the Group.

Changes to local, regional and global economic conditions may cause companies to downsize and even close their operations in Hong Kong, London and the PRC, as a result of which the demand and rental rates of prime office buildings and retail properties may be greatly reduced. A weak economic environment may also contribute to a more conservative attitude towards increasing the Group's portfolio of investment properties and raising rental rates upon renewal of commercial tenancies, which could have an adverse effect on the Group's business, operating results and financial condition.

***The Group's business is subject to various laws and regulations***

The operations of the Group are subject to various laws and regulations of Hong Kong, London and the PRC and other jurisdictions in which the Group's operations are located. The Group's activities on its investment and development properties are limited by zoning ordinances and other regulations enacted by the authorities. Developing properties, refurbishment and other redevelopment projects require government permits, some of which may take longer to obtain than others. From time to time, the authorities may impose new regulations on landlords such as mandatory retrofitting of upgraded safety and fire systems in all buildings. The Group's properties are subject to routine inspections by the authorities with regard to various safety and environmental issues. There can be no assurance that the Group will be able to comply with such regulations or pass such inspections.

From time to time, changes in law and regulations or the implementation thereof may require the Group to obtain additional approvals and licences from the relevant authorities for the conduct of its operations. In such event, the Group may incur additional expenses to comply with such requirements. This will, in turn, affect the Group's financial performance as its business costs will increase. There can be no assurance that such approvals or licences will be granted to the Group promptly or at all. If the Group experiences delays in obtaining, or is unable to obtain, such required approvals or licences, it may have a material adverse impact on the business, financial condition or results of operations of the Group.

***The Group's operations are subject to external risks***

A natural disaster, catastrophe or other event could result in severe personal injury, property damage and environmental damage, which may curtail the Group's operations, cause delays in estimated completion dates for projects and materially adversely affect its cash flows and, accordingly, adversely affect its ability to service debt. The Group's operations are based in jurisdictions which are exposed to potential natural disasters, including, but not limited to, typhoons, storms, floods and earthquakes. If any of the Group's developments are damaged by severe weather or any other disaster, accident, catastrophe or other event, the Group's operations may be significantly interrupted. The occurrence or continuance of any of these or similar events could increase the costs associated with the Group's operations and reduce its ability to operate its businesses at their intended capacities, thereby reducing revenues. Risks of substantial costs and liabilities are inherent in the Group's principal operations and there can be no assurance that significant costs and liabilities will not be incurred, including those relating to claims for damages to property or persons.

***Certain of the Group's business activities are conducted through joint ventures***

Co-operation and agreement among the Group and its joint venture partners on its existing or any future projects are an important factor for the smooth operation and financial success of such projects. The Group's joint ventures may involve risks associated with the possibility that the joint venture partners may: (i) have economic or business interests or goals that are inconsistent with those of the Group; (ii) be unable or unwilling to fulfil their obligations under the relevant joint venture or other agreements; and/or (iii) experience financial or other difficulties. Further, the Group may not be able to control the decision-making process of the joint ventures without reference to the joint venture partners and, in some cases, it may not have majority control of the joint venture. The Group's joint ventures are normally governed by a joint venture agreement; such joint venture agreements typically contain clauses which provide that, as the Group is not in default, it will enjoy or retain a certain degree of control or influence over material decisions. Although the Group does not currently experience any significant problems with its joint venture partners, no assurance can be given that disputes among the Group and its joint venture partners or among the partners will not arise in the future that could adversely affect such projects.

***The Group's financing agreements may contain certain covenants that limit its flexibility in operating its business***

The terms of the Group's financing agreements may require compliance with a number of restrictive as well as financial covenants, which limit flexibility in the Group's operations. Any breaches of these covenants could result in defaults under the instruments governing the applicable indebtedness and the acceleration of repayment of such indebtedness, which, in turn, may have a material adverse impact on the Group's business, financial condition and results of operations.

***The Group's profit and results of operations are subject to changes in interest rates and foreign exchange rates***

The Group's major assets and liabilities and transactions were denominated in Hong Kong dollars, United States dollars, Pound Sterling and Renminbi. Considering that Hong Kong dollars are pegged against United States dollars, the Group believes that the corresponding exposure to exchange rate risk arising from United States dollars is nominal. The interest rates of all of its outstanding HK\$ denominated borrowings are benchmarked to the Hong Kong interbank offered rates for HK\$. Changes in interest rates have affected, and will continue to affect, its financing costs and, ultimately, its results of operations. It cannot assure prospective investors that these benchmark interest rates will remain unchanged or that they will not increase. The Group cannot assure prospective investors that the Hong Kong interbank offered rates for HK\$ loans will not fluctuate significantly.

The Group's investments in London were substantially financed by onshore bank borrowings denominated in Sterling. These investments were primarily financed by bank borrowings denominated in Pound Sterling in

order to minimise the net foreign exchange exposure. Lai Fung Group has a net exchange exposure to Renminbi as its assets are principally located in Chinese Mainland and the revenues are predominantly in Renminbi. Other than the abovementioned, the remaining monetary assets and liabilities of the Group were denominated in Euro and Vietnamese Dong, which were also insignificant as compared with the Group's total assets and liabilities. Any increase in these interest rates will increase its financing cost and may materially and adversely affect its business, financial condition and results of operations.

***The Group may not have adequate insurance coverage and may suffer losses arising from uninsured risks***

The Group maintains insurance coverage on all of its properties under construction, third-party liabilities and employer's liabilities in accordance with what it believes to be industry standards. However, the Group may be subject to liability for hazards which it cannot insure against or which it may elect not to insure against because of premium costs disproportionate to the level of risks concerned or other reasons. In particular, the Group's insurance policies generally do not cover certain types of losses incurred due to hazards such as war, civil disorder, acts of terrorism, and other natural disasters. Any losses may significantly affect the Group's business operation and the Group may not have sufficient funds to replace any property destroyed as a result of such hazards. In addition, any payments the Group makes to cover any losses, damages or liabilities could have a material adverse effect on its business, financial condition and results of operations. Furthermore, notwithstanding the Group's insurance coverage, any damage to the Group's buildings, facilities, equipment, or other properties as a result of occurrences such as fires, floods, water damage, explosions, power losses, typhoons, epidemics, pandemics and other natural disasters may have a material adverse effect on the Group's business, financial condition and results of operations.

Furthermore, while the Group and its employees have set up systems and policies and taken care in the selection and supervision of its independent contractors, accidents and other incidents, such as theft, may occur from time to time. Such accidents or incidents may expose the Group to liability or other claims by customers and other third parties. Although the Group believes that it has adequate insurance arrangements in place to cover such eventualities, it is possible that accidents or incidents could occur which are not covered by these arrangements. The occurrence of any such accidents or incidents which are not covered by insurance could lead to litigation or otherwise adversely affect the reputation, business, financial condition and results of operations of the Group. It is also possible that litigants may seek to hold the Group responsible for the actions of its independent contractors and sub-contractors.

Where insurance is taken out in relation to properties which are owned by jointly controlled entities, the Group cannot guarantee that such properties are insured in accordance with the same standards which it applies when taking out insurance in respect of its own properties. If it suffers from any losses, damage or liabilities in the course of its operations arising from events for which the Group does not have any or adequate insurance cover, it may not have sufficient funds to cover any such losses, damage or liabilities or to replace any property that has been destroyed. The occurrence of any of the above events and the resulting payment it makes to cover any losses, damage or liabilities may have a material adverse effect on its business, results of operations and financial position.

***The Group may face significant risks before realising any benefits from property development***

The Group's primary business includes the development of properties for investment and sale. Property development typically requires substantial capital outlay during the land acquisition and construction phases and may take a number of years before positive cash flows may be generated from a completed property development. Depending on the size of the development, the time span for completing a property development usually lasts for a number of years. Consequently, changes in the business environment during the length of the

project may affect the revenue and cost of the development, which, in turn, may affect the profitability of the project, which could have a material adverse effect on its business, results of operations and financial position.

In addition, factors that may affect the profitability of a project include the risk that the receipt of government approvals may take more time than expected, the failure to complete construction according to original specifications, schedule or budget, and poor leasing markets for the properties. The revenue generated by, and value of, a property development project may be adversely affected by a number of factors, including, but not limited to, the international, regional and local economic climate, local real estate conditions, perceptions of tenants, retailers or shoppers as to the convenience and attractiveness of the projects, competition from other available properties, changes in market rates for comparable leases and increased business and operating costs. If any of the property development risks described above materialises, its returns on investments may be lower than originally expected and its business, financial condition, results of operations and prospects may be materially and adversely affected.

***The Group may not be able to generate adequate returns on its properties held for long-term investment purposes***

The completed property developments held by the Group are generally intended to be held for long-term investment. Property investment is subject to varying degrees of risks. The investment returns available from real estate depend, to a large extent, on the amount of capital appreciation generated, income earned from the rental of the relevant properties as well as the expenses incurred. Maximising yields from properties held for long-term investment also depends to a large extent on active ongoing management and maintenance of the properties. The ability to dispose of investment properties eventually also depends on market conditions and levels of liquidity, which may be limited or subject to significant fluctuations in the case of certain types of commercial properties. The revenue derived from completed investment properties and the value of property investments may be adversely affected by a number of factors, including, but not limited to, changes in rental levels at comparable properties, the inability to collect rent due to bankruptcy or insolvency of tenants and the costs resulting from periodic maintenance, repair and re-letting. If the Group's property investment business is unable to generate adequate returns, its business, financial condition, results of operations and prospects may be adversely affected.

***A deterioration in the value of the Group's brand or the loss of the right to use the Group's trademarks could have a negative impact on its business***

The Group relies to a certain extent on its brand image and the presence of its major tenants to attract potential tenants to its investment properties and buyers for its properties for sale. Any negative publicity concerning the Group or its properties could adversely affect its reputation and business prospects. In addition, the Group's brand may be misused by third parties and it may have to incur expenses in protecting its brand. Demand for its properties could diminish and the Group's business could be negatively impacted if the quality of its brand is not preserved.

Any unauthorised use of its brands, trademarks and other intellectual property rights could harm the Group's competitive advantages and business. Monitoring and preventing unauthorised use is difficult. The measures the Group takes to protect its intellectual property rights may not be adequate. If its brand trademarks and other intellectual property rights are not adequately protected, the Group may lose these rights and its business may suffer materially.

***The occurrence of contagious diseases could affect the Group's business, financial condition or results of operations***

The outbreak of an infectious disease such as the Influenza A (H1N1-2009), human avian influenza, Severe Acute Respiratory Syndrome, Ebola or Middle East Respiratory Syndrome or the COVID-19 pandemic may

adversely affect the global economy and infrastructure. For instance, various lockdowns and restrictions previously imposed as a result of COVID-19 in recent years had greatly hindered the business activities in many regions including Asia. As a result of the COVID-19 pandemic, some of the Group's construction, marketing and sales activities had from time to time been suspended in response to the temporary regulations implemented by governments with a view to containing the outbreak. Although such temporary regulations have been rescinded, it is difficult to predict whether they will be reinstated in the future due to any occurrence of contagious diseases and how such a disruption to the Group's construction, marketing and sales activities would have a lasting impact on the performance of the Group, particularly on the property development section.

There can also be no assurance that any precautionary measures taken against infectious diseases would be effective, that there will not be another outbreak of contagious disease in the future or that the governments will not re-impose restrictive measures that significantly disrupt economic activities in the event there is a resurgence of COVID-19 or occurrence of any pandemic. If any recurrence or outbreak were to occur, such incidents may have a material adverse impact on the business, financial condition or results of the operations of the Group.

***Potential liability for environmental problems could result in costs to the Group***

The Group is subject to various laws and regulations concerning the protection of health and the environment. The particular environmental laws and regulations which apply to any given project development site vary greatly according to the site's location, its environmental condition, the present and former uses of the site, as well as any adjoining properties. Environmental laws and conditions may result in delays to the Group's property development projects, may cause the Group to incur compliance and other costs and could prohibit or severely restrict project development activity in environmentally sensitive regions or areas.

Each project the Group develops in the places in which the Group's operations are located may be required under applicable laws and regulations to undergo environmental assessments. Further, an environmental impact assessment document is required to be submitted to the relevant government authorities for approval before commencement of construction. The local authorities may request the Group to submit additional environmental impact documents, issue orders to suspend the construction and/or impose penalties for any projects that have not, prior to the commencement of construction, received approval following the submission of the environmental impact assessment documents. Although the environmental investigations conducted to date have not revealed any environmental liability that the Group believes would have a material adverse effect on its business, financial condition or results of operations, it is possible that these investigations did not reveal all environmental liabilities, or that there are material environmental liabilities of which the Group is unaware.

***The financial performance of the Group's hospitality business is dependent on the conditions of the hospitality industry***

The hotel and serviced apartment operation segment of the Group includes the Group's operation of the Ocean Park Marriott Hotel in Hong Kong and the Caravelle Hotel in Ho Chi Minh City, Vietnam, as well as Lai Fung Group's hotel and serviced apartment operation in Shanghai and Hengqin, Chinese Mainland. In December 2019, the Group had further expanded its hotel portfolio with the acquisition of a 50 per cent. interest in Fairmont St. Andrews resort in Fife, Scotland, United Kingdom. The hotel project in Phuket, Thailand that the Group invested in June 2017 is at the planning stage.

As a result, the results of the operations of the Group's hotel and serviced apartments business depend, to a large extent, on the performance of those economies and their real estate market conditions. Historically, the hotel industry has been cyclical and affected by a number of factors, including the following:

- any changes in the domestic, regional and global economies which are affected by factors, including, but not limited to, the political landscape, environmental conditions, viral epidemics such as human avian flu and SARS and global pandemics such as COVID-19;

- any increased threat of terrorism, terrorist events, airline strikes, hostilities between countries or increased risk of natural disasters that may affect travel patterns and reduce the number of business and commercial travellers and tourists;
- any length of a traveller's stay which is dependent on business and commercial travel, leisure travel and tourism;
- any changes in governmental laws and regulations, fiscal policies and zoning ordinances and increases in operating costs and occurrence of unanticipated costs due to various reasons, including inflation, labour costs, workers' compensation and health-care related costs, utility and energy costs, property tax, advertising and promotion expenses, insurance, environmental damage and acts of nature and their consequences; and
- any adverse effects of any downturn in the hospitality industry.

An economic decline generally, or a decline in hotel industry conditions, could have an adverse effect on the Group's hospitality business and therefore on the Group's results of operations and financial condition.

***Any significant liability claims or complaints from its customers or adverse publicity involving the Group's restaurant services could adversely affect the Group's business and operations***

The Group operates a number of restaurants in Hong Kong. Operating in the food and beverage industry, the Group faces an inherent risk of food contamination and liability claims. Food quality in the Group's restaurants depends in part on the quality of the food ingredients provided by its suppliers and the Group may not be able to detect all defects in its supplies. There is also the risk that certain of its employees may not adhere to the Group's mandated procedures and requirements when preparing food. Any failure to detect defective food supplies, poor hygiene or cleanliness standards in operations, or other failure to observe its requirements or standards, whether or not due to its fault, could adversely affect the quality of the food served in one or more of the Group's restaurants, which could lead to liability claims, complaints or related adverse publicity and could result in the imposition of penalties by relevant authorities or compensation awarded by courts against the Group. Although the Group maintains public liability insurance for all its restaurants in Hong Kong, the Group would be required to pay compensation with its own funds if found to be liable for any liability claim with respect to the Group's restaurants without public liability insurance coverage or outside the scope of coverage under its existing public liability insurance policies.

***Potential investors should not place undue reliance on the financial information that is not audited and/or reviewed***

This Offering Circular incorporates by reference the Guarantor's unaudited condensed consolidated financial statements as at and for the six months ended 31 January 2026, which have not been audited or reviewed by an independent auditor. Such unaudited condensed consolidated financial statements should not be relied upon to provide the same quality of information associated with information that has been subject to an audit or a review. Potential investors should exercise caution when using such data to evaluate the Group's financial condition or results of operations, which should not be taken as an indication of the expected financial condition or results of operations of the Group for the relevant full financial year.

***The Group's cinemas are subject to competition and if the Group is unable to compete with its competitors, its business, results of operation or financial condition may be adversely affected***

The Group's cinemas are subject to varying degrees of competition in Hong Kong and Chinese Mainland. Competitors may be national, regional or independent cinema operators and may have more resources with which to compete. The Group also competes with other, smaller multiplex operators and independent operators. Competition among cinema operators are affected by a number of factors, including attracting customers,

acquiring attractive cinema sites, acquiring cinemas and licensing films. If the Group is unable to compete with its competitors for any of the above or other reasons, its business, results of operations or financial condition may be materially adversely affected.

***The Group's cinema's results of operations and profitability fluctuate as a result of the timing and quality of film releases and other factors***

The Group's results of operations have historically fluctuated with the timing of releases of films by the major film distributors. Generally, the most commercially successful films have been released during holiday periods, especially the summer and around the Christmas holidays. The unexpected emergence of a commercially successful film during other periods or the failure of an expected success at a key time could alter this trend. The timing of film releases can have a significant effect on the Group's results of operations, and the results of one period are not necessarily indicative of results for the next period or for the same period in the following year. In addition, title-by-title success of films at the box office can be highly unpredictable and unexpected results may disrupt the Group's projected cash flow significantly.

The Group expects fluctuations due to the variable nature of film production and release, but unexpected events can have a significant impact on its cash flow, as the Group is subject to events beyond its control, such as distribution release schedules, absence of compelling foreign blockbusters, increasing popularity of streaming platforms and other digital entertainment mediums, competing events, as well as social, political, cultural or other events, its business, results of operations or financial condition may be materially adversely affected.

**Risks Relating to the Issuer**

***The Issuer is a special purpose vehicle***

The Issuer was established specifically for the purpose of the issue of the Notes. The Issuer does not and will not have any business activities other than the issue of debt securities, and its ability to make payments under the Notes will depend on its timely receipt of funds from the Guarantor and/or the Guarantor's subsidiaries and other members of the Guarantor.

**Risks Relating to the Notes and the Guarantee**

***The Notes and the Guarantee are unsecured obligations***

As the Notes and the Guarantee are unsecured obligations of the Issuer and the Guarantor, respectively, the repayment of the Notes and payment under the Guarantee may be compromised if:

- the Issuer or the Guarantor enters into bankruptcy, liquidation, reorganisation or other winding-up proceedings;
- there is a default in payment under the Issuer's or the Guarantor's secured indebtedness or other unsecured indebtedness; or
- there is an acceleration of any of the Issuer's or the Guarantor's indebtedness.

If any of these events were to occur, the Issuer's or the Guarantor's (as the case may be) assets and any amounts received from the sale of such assets may not be sufficient to pay amounts due on the Notes.

***The Notes will be structurally subordinated to the existing and future indebtedness and other liabilities and commitments of the Guarantor's existing and future subsidiaries***

None of the Guarantor's other subsidiaries will guarantee the Notes. Therefore, the Notes will be structurally subordinated to any indebtedness and other liabilities and commitments, including trade payables and lease obligations, of the Guarantor's existing or future subsidiaries, whether or not secured. The Guarantor may not have direct access to the assets of such subsidiaries unless these assets are transferred by dividend or otherwise

to the Guarantor. The ability of such subsidiaries to pay dividends or otherwise transfer assets to the Guarantor is subject to various restrictions under applicable laws and the contracts and agreements which they enter into from time to time. The Guarantor's subsidiaries are separate legal entities that have no obligation to pay any amounts due under the Notes or make any funds available therefor, whether by dividends, loans or other payments. As a result, all claims of creditors of the existing and future subsidiaries of the Guarantor, including trade creditors, lenders and all other creditors, and rights of holders of preferred shares of such subsidiaries (if any) will have priority as to the assets of such subsidiaries over claims of the Guarantor as shareholder and those of creditors of the Guarantor, including holders of the Notes.

***The Notes may not be a suitable investment for all investors***

The Notes are complex financial instruments and may be purchased as a way to reduce risk or enhance yield with a measured and appropriate addition of risk to the investor's overall portfolios. A potential investor should not invest in the Notes unless they have the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Additionally, the investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) the Notes are legal investments for it, (b) the Notes can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase of any Notes. Financial institution investors should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes;
- understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible economic scenarios, such as interest rate and other factors which may affect its investment and the ability to bear the applicable risks.

***An active trading market for the Notes may not develop***

The Notes are a new issue of securities for which there is currently no trading market. Although an application will be made for the listing of, and permission to deal in, the Notes, no assurance can be given that such application will be approved, or even if the Notes become so listed, an active trading market for the Notes will develop or be sustained. No assurance can be given as to the ability of holders to sell their Notes or the price at which holders will be able to sell their Notes or that a liquid market will develop. The liquidity of the Notes will be adversely affected if the Notes are held or allocated to limited investors. Noteholders should note that they may need to hold their Notes until maturity as there may not be an active secondary market for the Notes.

In addition, the Notes are being offered pursuant to exemptions from registration under the Securities Act and, as a result, holders will only be able to resell their Notes in transactions that have been registered under the Securities Act or in transactions not subject to, or exempt from, registration under the Securities Act.

***Investors in the Notes may be subject to foreign exchange risks***

The Notes are denominated and payable in United States dollars. An investor who measures investment returns by reference to a currency other than United States dollars would be subject to foreign exchange risks by virtue of an investment in the Notes, due to, among other things, economic, political and other factors over which the Group has no control. Depreciation of the United States dollars against such currency could cause a decrease in the effective yield of the Notes below their stated coupon rates and could result in a loss when the return on the Notes is translated into such currency. In addition, there may be tax consequences for investors as a result of any foreign currency gains resulting from any investment in the Notes.

***Changes in market interest rates may adversely affect the value of the Notes***

The Noteholders may suffer unforeseen losses due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in the prices of the Notes, resulting in a capital loss for the Noteholders. However, the Noteholders may reinvest the interest payments at higher prevailing interest rates. Conversely, when interest rates fall, the prices of the Notes may rise. The Noteholders may enjoy a capital gain but interest payments received may be reinvested at lower prevailing interest rates.

The Notes will carry a fixed interest rate. Consequently, investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes. If Noteholders sell the Notes they hold before the maturity of such Notes, they may receive an offer less than their investment.

***The liquidity and price of the Notes following the offering may be volatile***

The price and trading volume of the Notes may be highly volatile. Factors such as variations in the Group's turnover, earnings and cash flows, proposals for new investments, strategic alliances and/or acquisitions, changes in interest rates, fluctuations in price for comparable companies, changes in government regulations and changes in general economic conditions nationally or internationally could cause the price of the Notes to change. Any such developments may result in large and sudden changes in the trading volume and price of the Notes. There is no assurance that these developments will not occur in the future.

***Developments in other markets may adversely affect the market price of the Notes***

The market price of the Notes may be adversely affected by declines in the international financial markets and world economic conditions. The market for the Notes is, to varying degrees, influenced by economic and market conditions in other markets, especially those in Asia. Although economic conditions are different in each country, investors' reactions to developments in one country can affect the securities markets and the securities of issuer in other countries, including the PRC. Since the global financial crisis in 2008 and 2009 and in more recent times, the international financial markets have experienced significant volatility. If similar developments occur in the international financial markets in the future, the market price of the Notes could be adversely affected.

***Decisions that may be made on behalf of all holders of the Notes may be adverse to the interests of individual holders of the Notes. Modifications and waivers may be made in respect of the Terms and Conditions and the Agency Agreement by less than all of the holders of the Notes***

The Terms and Conditions of the Notes contain provisions for calling meetings of holders of the Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders of the Notes including holders who did not attend and vote at the relevant meeting and holders who

voted in a manner contrary to the majority. Furthermore, there is a risk that the decision of the majority of the holders of the Notes may be adverse to the interests of the individuals.

***The Notes will initially be represented by a Global Certificate and holders of a beneficial interest in the Global Certificate must rely on the procedures of the relevant Clearing System***

The Notes will initially be represented by a Global Certificate. Such Global Certificate will be deposited with a common depository for Euroclear and Clearstream. Except in the circumstances described in the Global Certificate, investors will not be entitled to receive definitive Notes. Euroclear and Clearstream will maintain records of the beneficial interests in the Global Certificate.

While the Notes are represented by the Global Certificate, investors will be able to trade their beneficial interests only through Euroclear and Clearstream. While the Notes are represented by the Global Certificate, the Issuer will discharge its payment obligations under the Notes by making payments to the common depository for Euroclear and Clearstream for distribution to their account holders. A holder of a beneficial interest in a Global Certificate must rely on the procedures of Euroclear and Clearstream to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Certificate.

Holders of beneficial interests in a Global Certificate will not have a direct right to vote in respect of the Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream to appoint appropriate proxies.

***The insolvency laws of Hong Kong and other local insolvency laws may differ from those of another jurisdiction with which the holders of the Notes are familiar***

As the Issuer and the Guarantor are incorporated under the laws of Hong Kong, any insolvency proceeding relating to the Issuer and the Guarantor would likely involve the insolvency laws of Hong Kong, the procedural and substantive provisions of which may differ from comparable provisions of the local insolvency laws of jurisdictions with which the holders of the Notes are familiar.

***The additional covenants given by the Guarantor relating to the Specified Asset Disposal may be subject to limitations***

Promptly upon the completion of any disposal in respect of the Specified Assets as described in the Terms and Conditions, the Guarantor shall procure that the proceeds of such disposal are deposited into a Specified Asset Designated Account in accordance with the Terms and Conditions (with an obligation on the Issuer to, upon the aggregate balance of the funds in the Specified Asset Designated Account exceeding a certain threshold, apply, or procure to be applied, all funds held in the Specified Asset Designated Account to a mandatory redemption of the Notes at their principal amount together with accrued and unpaid interest to the date fixed for redemption).

The value of the Specified Assets will depend upon many factors, including but not limited to market and economic conditions, the availability of buyers, the value of comparable properties or projects and/or the valuation of the land upon which the Specified Assets are constructed. In addition, there are risks concerning the Specified Assets. No independent appraisals or valuation of any of the Specified Assets have been prepared by or on behalf of the Group in connection with the issue of the Notes. The Issuer, the Guarantor or any member of the Group is therefore unable to determine or predict whether the Specified Assets will be liquid or will have any readily ascertainable market value. There is therefore no assurance that the Issuer or the Guarantor will, or will be able to, effect a disposal of the Specified Assets at any time or at all. Even if a disposal of the Specified Assets is effected, there is no assurance that the proceeds of any disposal can be readily remitted offshore or distributed to a Specified Asset Designated Account (whether due to regulatory reasons or the requirement of consent from other third parties or otherwise) or that such disposal (net of expenses, existing indebtedness and other items permitted to be deducted under the Terms and Conditions) will be sufficient to result in the amounts

accruing in the Specified Asset Designated Accounts to trigger a requirement to redeem the Notes. In particular, pursuant to the Terms and Conditions, there is no specific covenant by us on the timing to complete any disposal. The transfer or use of the proceeds from such disposal may also be subject to local laws and regulations such as exchange or capital control rules at the relevant time. Moreover, even where a mandatory redemption obligation is triggered following the amounts in the Specified Asset Designated Accounts accumulating to the agreed threshold level, the Issuer is only required to redeem the Notes within the time periods specified in the Terms and Conditions, meaning that there may be significant delays before any redemption is executed even following the obligation being triggered.

***The Notes may be redeemed by the Issuer prior to maturity***

The Notes may be redeemed at the option of the Issuer, in whole or in part, at their principal amount (together with any interest accrued to the date fixed for redemption) at any time, on giving not less than 7 nor more than 60 days' notice to the Noteholders and the Fiscal Agent in accordance with Condition 16 (*Notices*) (which notice shall be irrevocable) and in writing to the Fiscal Agent. The Notes may also be redeemed at the option of the Issuer, in whole but not in part, at their principal amount (together with any interest accrued to the date fixed for redemption) at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders and the Fiscal Agent in accordance with Condition 16 (*Notices*) (which notice shall be irrevocable), if, as a result of any change in or amendment to the tax laws or regulations of Hong Kong or any political subdivision or any authority thereof or therein having power to tax, the Issuer (or if the Guarantee were called, the Guarantor) has or will become obliged to pay additional tax amounts as provided or referred to in Condition 9 (*Taxation*).

If the Issuer redeems the Notes prior to the Maturity Date, investors may not receive the same economic benefits they would have received had they held the Notes to maturity, and they may not be able to reinvest the proceeds they receive in a redemption in similar securities. In addition, the Issuer's ability to redeem the Notes prior to maturity may reduce the market price of the Notes.

***The Issuer may be unable to redeem the Notes upon the due date for redemption thereof***

Upon maturity, the Notes will be redeemed at their principal amount, or following the occurrence of a Change of Control (as defined in the Terms and Conditions), the Issuer may, at the option of any Noteholder, be required to redeem all, but not in part, of such Noteholder's Notes at 101.0 per cent. of their principal amount, together in each case with accrued interest up to, but excluding, the Change of Control Put Date. See "*Terms and Conditions of the Notes — Redemption and Purchase*". On the Maturity Date or if a Change of Control were to occur, the Issuer may not have sufficient cash in hand and may not be able to arrange financing to redeem the Notes in time, or on acceptable terms, or at all. The ability to redeem the Notes on the Maturity Date or upon the occurrence of a Change of Control may also be limited by the terms of other debt instruments. The Issuer's failure to repay or redeem tendered Notes could constitute an event of default under the Notes, which may also constitute a default under the terms of the Group's other indebtedness.

***The Issuer may issue additional Notes in the future***

The Issuer may, from time to time, and without prior consultation with the Noteholders create and issue further Notes (see "*Terms and Conditions of the Notes – Further Issues*") or otherwise raise additional capital through such means and in such manner as the Group may consider necessary. There can be no assurance that such future issuance or capital raising activity will not adversely affect the market price of the Notes.

## DESCRIPTION OF THE ISSUER

### Formation

Lai Sun (2026) Limited (the “**Issuer**”) was incorporated on 9 June 2026 in Hong Kong as a company with limited liability under the Companies Ordinance (Chapter 622 of the laws of Hong Kong) with business registration number 80595085. The registered office of the Issuer is at 11th Floor, Lai Sun Commercial Centre, 680 Cheung Sha Wan Road, Kowloon, Hong Kong. The Issuer is a direct wholly-owned subsidiary of the Guarantor.

### Business Activity

The Issuer was established with full capacity to carry on or undertake any business or activity, do any act or enter into any transaction and has full rights, powers and privileges for the above purposes. The Issuer does not sell any products or provide any services and it has undertaken no business activities since the date of its incorporation, other than those incidental to its incorporation and establishment as a direct wholly-owned subsidiary of the Guarantor and those incidental to the issue of the Notes.

### Financial Statements

Under Hong Kong law, the Issuer is required to file with the Hong Kong Companies Registry its audited financial statements with its annual return for the corresponding financial year. In addition, the Issuer is required to keep proper books of account that are necessary to show and explain the Issuer’s transactions and give a true and fair view of the Issuer’s affairs.

### Directors and Officers

The directors of the Issuer are Lam Kin Ngok, Peter, Lam Hau Yin, Lester, Cheung Sum, Sam, and Yang Yiu Chong Ronald Jeffrey. None of the directors of the Issuer holds any shares or options to acquire shares of the Issuer. There are no conflicts of interest between the duties to the Issuer of the persons listed above and their private interests and duties.

The Issuer does not have any employees and has no subsidiaries.

### Capital

As at the date of this Offering Circular, one share of the Issuer has been duly authorised and issued to Lai Sun Development Company Limited 麗新發展有限公司 and is fully paid. The register of members of the Issuer is maintained at its registered office in Hong Kong at 11th Floor, Lai Sun Commercial Centre, 680 Cheung Sha Wan Road, Kowloon, Hong Kong. No part of the equity securities of the Issuer is listed or dealt in on any stock exchange and no listing or permission to deal in such securities is being, or is proposed to be, sought.

## DESCRIPTION OF THE GUARANTOR

### Introduction

The Guarantor is a property investment and development company incorporated with limited liability under the laws of Hong Kong in 1959, the issued shares of which are listed and traded on the Main Board of the SEHK (Stock code: 488). Its subsidiaries, associates and joint ventures in which the Guarantor has interests are engaged principally in property investment, property development, investment in and operation of hotels and restaurants, production and distribution of films and TV programs, music production and publishing, management and production of concerts, artiste management, cinema operation, development and operation of and investment in cultural, leisure, entertainment and related facilities and investment holding.

As at the date of this Offering Circular, the Guarantor had an issued share capital of approximately HK\$6,240,082,000 consisting of 1,453,328,830 ordinary shares.

For the year ended 31 July 2025, the Group recorded a decrease in gross profit as compared to the year ended 31 July 2024, which was primarily due to (i) Lai Fung Group's reduction in property sales since those projects have been almost completely sold, partially offset by the increase in property sales in Hong Kong property, namely The Parkland in Yuen Long and (ii) a decrease in contribution from the film and television programme segment due to lack of new television programme releases during the year ended 31 July 2025, as compared to the year ended 31 July 2024.

For the year ended 31 July 2025, the net loss attributable to the owners of the Guarantor decreased as compared to the year ended 31 July 2024. The decrease in net loss was primarily due to (i) reduction in impairment of property, plant and equipment and right-of-use assets; (ii) decrease in depreciation of property, plant and equipment and right-of-use assets as a result of the impairment losses provided for these assets in previous financial year; (iii) decrease in fair value losses on the investment properties; and (iv) reduction in finance costs of the Group, during the year ended 31 July 2025 as compared to the year ended 31 July 2024. Such decreased loss was partially offset by the reduction in property sales in Lai Fung Group and contribution from film and television programme segment, as well as the increase in share of losses of joint ventures.

For the six months ended 31 January 2026, the Group recorded an increased turnover as compared to 2025. The increase was primarily driven by (i) Lai Fung Group's successful sale of two accommodation towers (tower one ("T1") and tower three ("T3")) in Hengqin Novotown Phase II, with revenue from one of the towers (T1) recognised during the six months ended 31 January 2026. This was partially offset by lower Hong Kong property sales from Bal Residence and The Parkland, given that only a limited number of units remained for sale during the six months ended 31 January 2026; (ii) an increase in restaurant and F&B revenue, attributed to the resurgence in visitor arrivals; and (iii) an increase in other income, primarily driven by Camper & Nicholsons International S.A.. Due to the challenging operating environment, the revenue growth was hampered by a reduction in rental income as well as a decline in revenue from hotel operation during the six months ended 31 January 2026 compared to the six months ended 31 January 2025.

The gross profit decreased from that of the six months ended 31 January 2025, which was mainly due to Lai Fung Group's loss incurred on the sale of an accommodation tower (T1), as well as the write-down of properties under development (T3) and completed properties for sale in Hengqin Novotown Phase II. Similarly, for the six months ended 31 January 2026, net loss attributable to the owners of the Guarantor increased as compared to 2025. The increased loss was primarily attributed to (i) the aforementioned Lai Fung Group's loss incurred on the sale of an accommodation tower (T1) and write-down of properties (mainly T3) in Hengqin Novotown Phase II; (ii) fair value losses on the Group's investment properties; and (iii) fair value losses and impairment losses on joint ventures properties, during the six months ended 31 January 2026.

## History

The Guarantor is a subsidiary of Lai Sun Garment (International) Limited (“LSG”), which is itself a company listed on the SEHK.

The Guarantor’s business traces its origins to the garment manufacturing and distribution business which began in 1947 as a sole proprietorship operated by the Guarantor’s former Chairman, the late Mr. Lim Por Yen (father of Dr. Peter Lam). LSG subsequently developed sufficiently to obtain a public listing in 1972.

The garment business experienced steady growth in earnings, providing surplus funds which were, to a large extent, re-invested in properties and other investments. In the late 1950s, the LSG group undertook its first property project, which involved the development of the Lai Sun Industrial Building. In the late 1950s and early 1960s, demand for industrial buildings increased due to the rapid expansion of the manufacturing sector in Hong Kong. However, at that time, most property developers focused on commercial and residential buildings, leaving an unfilled gap in the market. The Guarantor recognised this opportunity and, being at that time an industrial company, it was able to draw on its experience to develop factory buildings that were suited to the needs of light industry. As a result, a portfolio of industrial buildings was established, and this portfolio has since been extended to include commercial, office and residential properties.

In November 1987, by a scheme of arrangement, the Guarantor underwent a major reorganisation to separate its garment business from its property business. The name of the Guarantor was changed from “Lai Sun Garment Company, Limited” to “Lai Sun Development Company Limited” in January 1988. The Guarantor was then listed on the SEHK in March 1988.

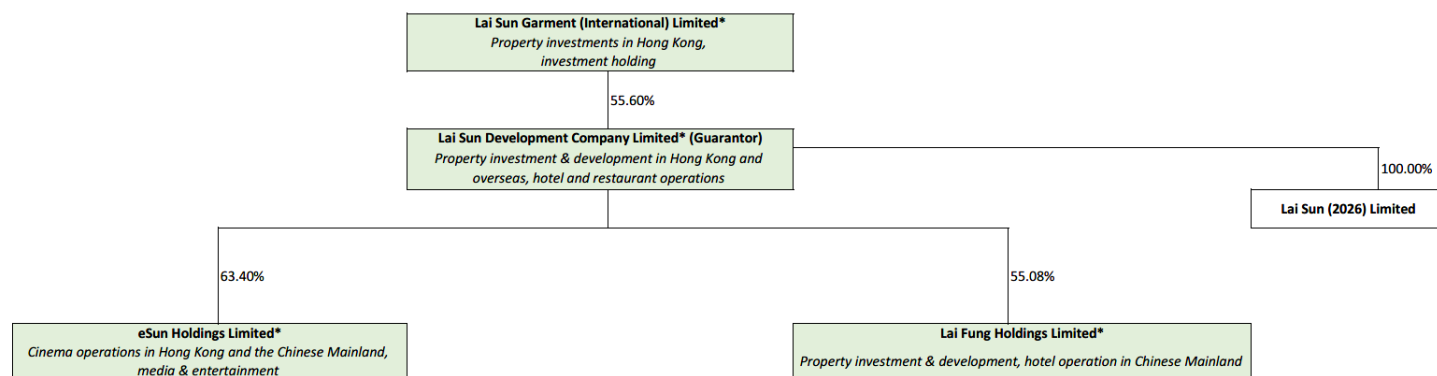
In September 2010, LSG and eSun (an associate of the Guarantor) completed a group reorganisation to simplify the ownership structure of the Guarantor and eSun. Under the reorganisation, LSG transferred its entire shareholding interest in Lai Fung (a subsidiary of eSun) (approximately 40.58 per cent. of the issued share capital of Lai Fung) to eSun which was settled by: (i) the transfer to LSG of eSun’s entire shareholding interest in the Guarantor (approximately 36.72 per cent. of the issued share capital of the Guarantor); and (ii) a cash balance of approximately HK\$178.4 million. Upon completion of the transfers, eSun became the controlling shareholder of Lai Fung and the cross-holding relationship between the Guarantor and eSun was eliminated.

To further optimise the holding structure of the Group’s businesses:

- in 2018, the Group completed a voluntary general cash offer made by the Guarantor’s wholly-owned subsidiary, Transtrend Holdings Limited, to acquire all of the issued shares of eSun and to cancel all outstanding share options of eSun. The Group acquired an additional 40.44 per cent. interest in eSun, and eSun became a subsidiary of the Group on 8 August 2018. As at the date of this Offering Circular, eSun is a 63.40 per cent.-owned subsidiary of the Group; and
- in 2020, the Group completed a voluntary general cash offer made by the Guarantor’s wholly-owned subsidiary, Holy Unicorn Limited, to acquire all issued shares of Lai Fung (other than those already owned or agreed by the Guarantor, Holy Unicorn Limited or the other wholly-owned subsidiaries of the Guarantor) and to cancel all outstanding share options of Lai Fung. The property businesses of the Group are carried out directly by the Group and indirectly through Lai Fung Group, and eSun Holdings Limited (“**eSun**”) and its subsidiaries (together, “**eSun Group**”) has been transformed into a pure-play cinema and media and entertainment Group. As at the date of this Offering Circular, Lai Fung, being the Group’s flagship PRC property arm, is a 55.08 per cent. owned subsidiary of the Group.

## Corporate Structure of the Group

The table below sets out the corporate structure of the Group as at the date of this Offering Circular.



Note:

\* Listed on the Main Board of The Stock Exchange of Hong Kong Limited

## Competitive Strengths

The following are the principal competitive strengths of the Group:

### *Well-diversified business operations*

The Group has a well-diversified business operation and its principal activities include property investment, property development, investment in and operation of hotels and restaurants, production and distribution of films and TV programs, music production and publishing, management and production of concerts, artiste management, cinema operation, development and operation of and investment in cultural, leisure, entertainment and related facilities and investment holding. The property businesses of the Group are carried out directly by the Group and indirectly through Lai Fung Group, being the PRC property arm of the Group, and eSun Group is engaged in the production and distribution of films and TV programs, music production and publishing, management and production of concerts, artiste management and cinema operation. The streamlining of holding structure of the Group for its underlying businesses has strengthened the wider Lai Sun Group. It highlights the Group's capabilities as a property-led conglomerate and in particular the Group's positioning in the Greater Bay Area. Revenue from eSun can further diversify the Group's revenue across sectors.

### *High quality property portfolio in prime and convenient locations*

The Group is an established and well-recognised property developer in Hong Kong. It has established a portfolio of quality commercial and residential properties in Hong Kong in convenient locations along the route of the Mass Transit Railway, Hong Kong's underground railway system ("MTR"), such as Central and Causeway Bay MTR stations. The properties comprising the Group's investment portfolio in the United Kingdom are located in the centre of the financial district in central London. The Group is currently considering options for the 100, 106 and 107 Leadenhall Street properties (the "**Leadenhall Properties**") to optimise value. In addition, through the Group's flagship PRC property arm, Lai Fung Group, the Group's portfolio of properties has expanded to include top-tier cities and the Greater Bay Area in Chinese Mainland, which will remain as the primary drivers for the Group's GFA growth in the coming years.

As at 31 January 2026, the Group maintained a property portfolio with a total GFA attributable to the Group (excluding car parks) of approximately 7.8 million square feet, comprising completed properties held for rental and held for sale with attributable GFA of approximately 4.9 million square feet, completed hotel properties of approximately 1.3 million square feet, properties under development with attributable GFA of approximately

1.6 million square feet. The Group intends to build on this sound asset base with a view to delivering long-term value to its shareholders.

***Stable and recurring income underpinned by quality rental portfolio***

The Group has maintained strong and stable cash flows from its investment property portfolio in Hong Kong and London, with attributable GFA of approximately 1.5 million square feet as at 31 January 2026, which primarily consists of offices and retail spaces. The Group has historically maintained a high occupancy rate for its Hong Kong properties, and as at 31 January 2026, the Group has successfully maintained occupancy levels averaging 90 per cent. or above in both its office and retail leasing businesses in Hong Kong against an overcast backdrop. In addition, Lai Fung Group's rental portfolio, comprising approximately 5.9 million square feet of rental GFA attributable to Lai Fung Group as of 31 January 2026 in Shanghai, Guangzhou, Zhongshan and Hengqin, being Tier 1 cities and cities within the Greater Bay Area, has delivered steady performance in rental income for the Group. Lai Fung Group has further expanded its rental portfolio through the completion of Shanghai Skyline Tower in September 2022 (formerly the combined redevelopment of Shanghai Northgate Plaza I, Northgate Plaza II and the Hui Gong Building) and Guangzhou Lai Fung International Center in November 2022 (formerly Guangzhou Haizhu Plaza), both of which are now income-generating assets.

A portion of the Group's tenancy agreements require renewal at various points each year, and this has helped the Group to avoid concentration of rent renewal dates during any one particular period of a financial year. This has also enabled the Group to adjust rentals to reflect prevailing market rates. The Group's rental proceeds from its joint ventures also contribute to its performance.

***Highly experienced and professional management team***

The Group has a dedicated and experienced management team which has a strong track record of success in the real estate sector in Hong Kong. For instance, Dr. Peter Lam (Chairman and Executive Director) has been with the Group for over 40 years and has rich experience in the industry. The Group's experience and in-depth knowledge of the local markets in Hong Kong, London and Chinese Mainland enable it to respond better to relevant market trends and the preferences of its target customers to more effectively manage and control the quality, schedule and costs of its activities and to better optimise operational efficiency.

***Well-established relationships with recognised developers and investors***

The Group has established strategic partnerships with major developers and financial institutions such as CCB, New World Development and CSI Properties. The Group's joint venture projects range from commercial and residential property development to management of investment properties. The Group's established brand name of "Lai Sun" has helped to attract other well-regarded professionals and partners to collaborate with it on its property projects, in particular those who wish to have access to sites in convenient locations in Hong Kong. The Group in turn benefits from the experience of such professionals and developers in sourcing suitable land and in local construction management. The Group believes that it is attractive to joint venture partners because they view joint development of sites with the Group as being more likely to capture the long-term potential of the sites and their locations.

**Strategies**

The Guarantor's strategies include the following:

***Maintain and grow a solid recurring income base from investment properties***

The Group intends to continue to grow its investment property portfolio through retaining sizeable commercial/retail elements in its development projects to further enhance its recurring income and earnings derived from its investment property business. It is the Group's policy to hold its investment properties with a view principally to derive rental income and generate positive cash flow. The Group intends to manage its completed properties actively (including better optimising the mix of retail tenants and by early renewal

negotiations with office tenants) to maintain consistently high levels of service, and to maintain high occupancy rates and strong rental cash flow in the long term. By doing so, the Group believes that it maximises the occupancy rates and earning potential of its properties.

#### ***Continue to build quality properties***

The Group intends to continue to focus on its core business objectives of developing mid-end to high-end commercial and residential properties in Hong Kong and Chinese Mainland. The Group believes being a property developer in the mid-end to high-end residential and large-scale mixed-use property markets will continue to enable it to command premium pricing and generate attractive returns.

The Group's long-term focus is to continue to develop its commercial and residential presence in Hong Kong and Chinese Mainland by continuing to build and develop high-quality projects. In relation to the Group's properties in the United Kingdom, the Group is currently considering different options to optimise the value of the Leadenhall Properties to the Group, which may include complete disposal or partial ownership for future redevelopment. See “*Property Investment — Overseas Properties*” below for more details.

#### ***Continue to adopt a disciplined financial management policy***

The Group will continue to adopt a disciplined financial management policy with a view to delivering long-term value to its shareholders. The Group will manage its exposure to debt closely and seek to maintain the strength of its balance sheet and an appropriate level of interest cover. In particular, the Group is actively pursuing its asset disposal plan. The Group announced its intention to achieve a disposal of HK\$8,000 million (including approximately HK\$2,000 million at Lai Fung Group) over the next two years in its interim results for the six months ended 31 January 2025 and the aggregated gross proceeds from disposals, upon completion, are expected to be approximately HK\$7,000 million (including approximately HK\$1,000 million at Lai Fung Group). The Group has been and remains in discussions with potential buyers for other asset disposals as part of efforts to improve its liquidity position further. The Group will also continue to accelerate the sales of its properties under development and completed properties, and to implement cost control measures to reduce operating and administrative costs, with a view to improving its liquidity position and reducing its overall indebtedness.

#### ***Business Overview***

The Group has a well-diversified portfolio and its principal activities include property investment, property development, investment in and operation of hotels and restaurants, production and distribution of films and TV programs, music production and publishing, management and production of concerts, artiste management, cinema operation, development and operation of and investment in cultural, leisure, entertainment and related facilities and investment holding. Lai Fung Group is the PRC property arm of the Group and is primarily engaged in investment and development of serviced apartments, residential, office and commercial properties and development and operation of and investment in cultural, leisure, entertainment and related facilities in Chinese Mainland. Media and entertainment businesses and cinema operation are carried out through eSun Group.

#### ***Property investment and development***

The Group is engaged in the development and sale of residential, office, commercial and industrial properties in Hong Kong and Chinese Mainland and investment in rental properties, primarily in Hong Kong, London and Chinese Mainland.

The Group's property development business consists primarily of the development of building projects using independent contractors to carry out the necessary design and construction work. These projects are either sold or held by the Group for investment to derive both rental income and capital appreciation. The Group holds a sizeable portfolio of properties in Hong Kong, London and Chinese Mainland for investment purposes, which

comprises both properties developed by the Group and properties acquired from other parties, and which contributes recurring rental income to the Guarantor's property business.

### **Property portfolio**

As at 31 January 2026, the Group maintained a property portfolio with attributable GFA of approximately 7.8 million square feet (excluding car-parking spaces). The following table sets forth a breakdown of the Group's approximate attributable GFA by type and development stage as at 31 January 2026:

|                                                                                                                       | Commercial/<br>Retail | Office | Hotel/<br>Serviced<br>Apartments | Residential | Industrial | Total<br>(excluding<br>car-parking<br>spaces &<br>ancillary<br>facilities) | No. of car<br>parking<br>spaces |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------|--------|----------------------------------|-------------|------------|----------------------------------------------------------------------------|---------------------------------|
| <b>GFA of major properties and number of car-parking spaces of Lai Fung Group (on attributable basis)<sup>1</sup></b> |                       |        |                                  |             |            |                                                                            |                                 |
| Completed Properties Held for Rental <sup>2</sup> .....                                                               | 1,468                 | 1,216  | —                                | —           | —          | 2,684                                                                      | 1,643                           |
| Completed Hotel Properties and Serviced Apartments <sup>2</sup> ....                                                  | —                     | —      | 545                              | —           | —          | 545                                                                        | —                               |
| Properties under Development <sup>3</sup> .....                                                                       | 316                   | 151    | 871                              | —           | —          | 1,338                                                                      | 588                             |
| Completed Properties Held for Sale.....                                                                               | 62                    | 232    | 72                               | 16          | —          | 382                                                                        | 1,877                           |
| Subtotal .....                                                                                                        | 1,846                 | 1,599  | 1,488                            | 16          | —          | 4,949                                                                      | 4,108                           |

|                                                                                                                                           | Commercial/<br>Retail | Office | Hotel/<br>Serviced<br>Apartments | Residential | Industrial | Total<br>(excluding<br>car-parking<br>spaces &<br>ancillary<br>facilities) | No. of car<br>parking<br>spaces |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------|----------------------------------|-------------|------------|----------------------------------------------------------------------------|---------------------------------|
| <b>GFA of major properties and number of car-parking spaces of the Group excluding Lai Fung Group (on attributable basis)<sup>1</sup></b> |                       |        |                                  |             |            |                                                                            |                                 |
| Completed Properties Held for Rental <sup>2</sup> .....                                                                                   | 690                   | 987    | —                                | —           | 16         | 1,693                                                                      | 1,357                           |
| Completed Hotel Properties and Serviced Apartments <sup>2</sup> ....                                                                      | —                     | —      | 725                              | —           | —          | 725                                                                        | 92                              |
| Properties under Development <sup>3</sup> .....                                                                                           | —                     | —      | —                                | 269         | —          | 269                                                                        | 137                             |
| Completed Properties Held for Sale.....                                                                                                   | 30                    | 105    | 33                               | 9           | —          | 177                                                                        | 47                              |
| Subtotal .....                                                                                                                            | 720                   | 1,092  | 758                              | 278         | 16         | 2,864                                                                      | 1,633                           |
| Total GFA attributable to the Group .....                                                                                                 | 2,566                 | 2,691  | 2,246                            | 294         | 16         | 7,813                                                                      | 5,741                           |

Notes:

- (1) As at 31 January 2026, Lai Fung is a 55.08 per cent.-owned subsidiary of the Group.
- (2) Completed and rental generating properties.
- (3) All properties under construction.

## Property Investment

As at 31 January 2026, the Group had an investment property portfolio with an attributable GFA of approximately 4.4 million square feet (excluding car-parking spaces). The following table shows the approximate attributable GFA by region:

|                         | Attributable GFA as at 31<br>January 2026 |       |
|-------------------------|-------------------------------------------|-------|
|                         | (square feet)                             | (%)   |
| <b>Hong Kong</b>        |                                           |       |
| Commercial.....         | 438,640                                   | 10.0  |
| Office .....            | 694,948                                   | 15.9  |
| Industrial .....        | 15,660                                    | 0.3   |
| <b>London</b>           |                                           |       |
| Commercial.....         | 51,722                                    | 1.2   |
| Office .....            | 292,508                                   | 6.7   |
| <b>Chinese Mainland</b> |                                           |       |
| Commercial.....         | 1,667,546                                 | 38.1  |
| Office .....            | 1,215,884                                 | 27.8  |
| Total .....             | 4,376,908                                 | 100.0 |

The Group mainly generates its rental income from office and commercial properties.

The Group performs rental management and marketing for most of its investment properties. The Group's strategy is to maintain and selectively expand its investment property portfolio as a recurrent source of stable income for the Group. The rental income from the investment portfolio is expected to continue to provide a stable and recurring income base to the Group.

Set out below is a brief description of the Group's major investment properties in Hong Kong, London and Chinese Mainland:

### ***Hong Kong properties***

#### ***Cheung Sha Wan Plaza***

The asset comprises an eight-storey and a seven-storey office tower erected on top of a retail podium which was completed in 1989. It is located on top of the Lai Chi Kok MTR station with a total GFA of 643,703 square feet (excluding car parking spaces). The arcade is positioned to serve the local communities nearby with major banks and recognised restaurant chains as the key tenants.

#### ***Causeway Bay Plaza 2***

The asset comprises a 28-storey commercial/office building with car parking facilities at basement levels which was completed in 1992. It is located at the heart of Causeway Bay with a total GFA of 206,038 square feet (excluding car parking spaces). Key tenants include a HSBC branch office and commercial offices and major restaurants.

#### *Lai Sun Commercial Centre*

The asset comprises a 13-storey commercial/car park complex completed in 1987. It is located near the Lai Chi Kok MTR station with a total GFA of 169,244 square feet (excluding car parking spaces).

#### *CCB Tower, 3 Connaught Road Central*

This is the joint redevelopment project of the former Ritz-Carlton Hotel in Central. The redevelopment project is a 50:50 joint venture between the Group and a wholly-owned subsidiary of CCB. This 27-storey office tower is a landmark property in Central featuring underground access to the Central MTR station. The property has a total GFA of 229,206 square feet (excluding car parking spaces), 18 floors of the office floors and 1 banking hall floor of CCB Tower are leased to CCB for its Hong Kong operations.

The Group has entered into an agreement for the sale of its interest in Surearn Profits Limited (which holds the Group's interest in CCB Tower), subject to completion expected in the second quarter of 2026.

#### ***Overseas properties***

##### ***The Leadenhall project***

This comprises of three addresses: 100, 106 and 107 Leadenhall Street, London EC3, United Kingdom.

The assets are surrounded by 30 St Mary Axe (commonly known as the Gherkin), Lloyd's of London and The Scalpel at 52 Lime Street. They are freehold commercial properties with commercial and offices spaces. The buildings comprise a total of 344,230 square feet gross internal area. 100 and 106 have been stripped out and not leased. The occupancy rate for 107 at the end of January 2026 was approximately 55.0%.

The Group has secured approval to redevelop the project into an office tower. The Group is considering different options currently to optimise its value to the Group, which may include complete disposal or partial ownership for future redevelopment.

#### ***Chinese Mainland properties***

Except for the Group's 20 per cent. interest in Novotown Phase I in Hengqin, all major rental properties of the Group in Chinese Mainland are held through Lai Fung Group.

##### ***Shanghai Hong Kong Plaza***

Being Lai Fung Group's wholly-owned flagship investment property project in Shanghai, Shanghai Hong Kong Plaza is strategically located in the prime district of the city, directly above the Huangpi South Road Metro Station at Huaihaizhong Road in Huangpu District, which is highly accessible by car and well connected to public transportation networks, as well as walking distance from Shanghai Xintiandi.

Connected by an indoor footbridge, the property comprises a 32-storey office building, a 32-storey serviced apartment building (managed by the Ascott Group), a shopping mall and car park. The property's total GFA is approximately 1,188,500 square feet excluding 350 car-parking spaces, comprising approximately 362,100 square feet for office, approximately 358,000 square feet for serviced apartment, and approximately 468,400 square feet for the shopping mall. Anchor tenants, as of the date of this Offering Circular, include The Apple Store, Tiffany, Genesis Motor, Tasaki, Swarovski, etc.

### *Shanghai May Flower Plaza*

Shanghai May Flower Plaza is a mixed-use project located at the junction of Da Tong Road and Zhi Jiang Xi Road in Sujiaxiang in the Jing'an District in Shanghai. This project is situated near the Zhongshan Road North Metro Station. Lai Fung Group owns 100 per cent. in the retail podium which has a total GFA of approximately 320,300 square feet including the basement commercial area. The asset is positioned as a community retail facility.

### *Shanghai Regents Park*

Shanghai Regents Park is a large-scale residential/commercial composite development located in the Zhongshan Park Commercial Area of the Changning District, Shanghai. It is situated within walking distance of the Zhongshan Park Metro Station. Lai Fung Group retains a 95 per cent. interest in the commercial portion, which has a total GFA of approximately 82,100 square feet (GFA attributable to Lai Fung Group is approximately 78,000 square feet).

### *Shanghai Skyline Tower*

Shanghai Skyline Tower is a mixed-use redevelopment project of Shanghai Northgate Plaza I, Northgate Plaza II and the Hui Gong Building, located at Tian Mu Road West in the Jing'an District of Shanghai near the Shanghai Railway Terminal. This 30-storey office tower, erected upon a 3-level shopping mall and car parking basement, has a total GFA of approximately 727,100 square feet excluding 443 car parking spaces. The construction was completed in September 2022. This property has been awarded the Leadership in Energy and Environmental Design ("LEED") v4 Gold Certification in October 2023.

### *Guangzhou May Flower Plaza*

Guangzhou May Flower Plaza is a prime property situated at Zhongshanwu Road, Yuexiu District directly above the Gongyuanqian Metro Station in Guangzhou, the interchange station of Guangzhou Subway Lines No. 1 and 2. This 13-storey complex has a total GFA of approximately 436,900 square feet excluding 136 car-parking spaces.

The building comprises retail spaces, restaurants, office units and car-parking spaces. The property is almost fully leased to tenants comprising well-known corporations, consumer brands and restaurants.

### *Guangzhou West Point*

Guangzhou West Point is located on Zhongshan Qi Road and is within walking distance of Ximenkou Subway Station. This is a mixed-use property where Lai Fung Group has sold all the residential and office units and retained 100 per cent. interest in the commercial podium with GFA of approximately 182,300 square feet. Tenants of the retail podium include renowned restaurants and local retail brands.

### *Guangzhou Lai Fung Tower*

Guangzhou Lai Fung Tower is the office block of Phase V of Guangzhou Eastern Place, which is a multi-phase project located on Dongfeng East Road, Yuexiu District, Guangzhou. This 38-storey office building was completed in June 2016. This property with LEED 2009 Gold Certification has a total GFA of approximately 738,100 square feet excluding car parking spaces.

### *Guangzhou Lai Fung International Center*

Guangzhou Lai Fung International Center, formerly known as Guangzhou Haizhu Plaza, is located at 33 Jiefang South Road in Yuexiu District, Guangzhou along the Pearl River. This development comprises an 18-storey office tower, erected upon a 4-level commercial facility, has a total GFA of approximately 614,600 square feet excluding 267 car parking spaces. The construction was completed in November 2022. This property has been awarded the LEED v4 Gold Certification in February 2023.

### *Zhongshan Palm Spring Rainbow Mall*

Zhongshan Palm Spring Rainbow Mall is the commercial portion of Zhongshan Palm Spring, a multi-phase project located in the Caihong Planning Area, Western District of Zhongshan. It is positioned as a community retail facility with a total GFA of approximately 181,100 square feet.

### *Hengqin Novotown*

Novotown is an integrated cultural, entertainment, tourism and hospitality project located in the heart of Hengqin, officially recognised as the Guangdong-Macao In-Depth Cooperation Zone and strategically located within the Greater Bay Area, directly opposite to Macao and 75 minutes by car from Hong Kong via the Hong Kong-Zhuhai-Macao Bridge. The “Master Plan of the Development of the Guangdong-Macao In-Depth Cooperation Zone in Hengqin” promulgated on 5 September 2021 marks the significant deployment of the Central Government in supporting the moderate economic diversification of Macao and enriching the practices of the “One Country, Two Systems” policy, which is to inject new impetus into the long-term development of Macao.

Lai Fung Group’s Hengqin Novotown project has been established successfully as a dual-core development focusing on “Cross-border E-commerce Industry and Ecosystem” and “Cultural Tourism, Exhibition, and Commerce Trade Industry”. These include industries such as cross-border e-commerce, new technology, wellness and health, theme parks, Harrow LiDe School Hengqin, Hyatt Regency Hengqin, shopping mall, multi-functional venues and have been operating seamlessly with cross-border transportation and other facilities.

### *Hengqin Novotown Phase I*

Novotown Phase I, the “Hengqin-Macao Cross-border E-Commerce Industrial Park (Novotown)”, is enjoying the critical mass afforded by over 420 enterprises working and living there as at 31 January 2026. The tenants are operating in some of the following most exciting and fastest growing segments:

- “Cross-border E-commerce and Internet” represented by entities such as YTO Express GBA Headquarters, inkeverse, TOPTOY, MINISO, TYMO, 360, Be Friends Holdings, Find Macau, KEIZER and Anjun Logistics;
- “High-End Technology Production” represented by Lingyange, Bambu Lab, Amicro, Li Auto, Xwan Test, several renowned chip design and development companies;
- “Wellness and Health” represented by UNITED LIFE SCIENCE; and
- “Cross-border Financial Services and Innovation” represented by ICBC, Juzishuke and QFIN.

Hengqin’s “Four New Industries” (Technology research and development and High-End Manufacturing, Traditional Chinese Medicine and other Macao-branded Industries, Cultural Tourism, Exhibition, and Commerce Trade, and Modern Finance) converge and collide here, establishing Novotown as a new economic growth engine driving the high-quality, integrated development of Hengqin and Macao.

Novotown Phase I is 80 per cent. owned by Lai Fung Group and 20 per cent. owned by the Group.

### ***Leasing and investment policy***

The Group’s investment properties in Hong Kong are generally let under leases of one to three years’ duration and, accordingly, renewals are regularly negotiated. The Group maintains and refurbishes its properties regularly to ensure that they do not deteriorate and that they are in line with the market standards for similar properties.

## **Property Development**

The Group has continued to develop its property portfolio in Hong Kong. The Group's current development initiatives includes Deep Water Pavilia (formerly named as Wong Chuk Hang Station Package Five Property Development), a luxury residential project at Wong Chuk Hang, as well as the 79 Broadcast Drive project in Kowloon Tong, the 1 Kotewall Road project in Mid-Levels and the 116 Waterloo Road project in Ho Man Tin.

The Group will continue to focus on developing properties according to their use. Residential properties will be developed for sale, while sizeable commercial and retail properties are expected to be kept as investment properties. Most of the Group's residential projects are located in urban areas of Hong Kong Island and Kowloon.

The Group's role in the majority of its developments is developer and employer or project manager of consultants and contractors engaged in the design and construction of each site. The Group undertakes certain of its projects in collaboration with joint venture partners. These projects are usually the Group's larger projects or projects in which the relevant site owner wishes to participate.

The Group's profits on sales of properties developed for sale are not recognised in the Group's financial statements until the financial period during which the completion date for the property being sold falls or, if later, the sale actually occurs. Delays in expected completion dates for significant projects, for whatever reason, may have the effect, therefore, of postponing the recognition of the relevant profit from one financial period to the next.

Development schedules for the Group's vacant land are typically around four to five years, from the acquisition of the site and preparation of architectural plans to the expected completion date. The development cycle for redevelopment of existing buildings can be longer, since such properties generally are not fully vacant and with multiple ownerships, and therefore consolidation of ownerships and vacant possession must be completed before development can begin. The Group's exposure to changing conditions in the property market prior to selling units in its developments and to its requirements to finance ongoing development costs for each property under development, however, is generally of shorter duration for projects as compared with some other markets.

The following is a brief description of the Group's major properties completed for sale and/or under development in Hong Kong and Chinese Mainland:

### ***Hong Kong properties***

#### ***Bal Residence***

In April 2019, the Group successfully secured the Urban Renewal Authority project at No. 18 Hang On Street, Kwun Tong, Hong Kong. Construction work was completed in October 2023, while fitting-out work was completed in late March 2024. Bal Residence has a total saleable area of approximately 62,148 square feet, including 7,506 square feet of commercial facilities and 54,642 square feet of residential spaces, offering 156 residential units. All residential units in Bal Residence have been sold.

#### ***The Parkland***

In March 2019, the Group successfully tendered for and secured a site located at No. 266 Tai Kei Leng, Lot No. 5382 in Demarcation District No. 116, Tai Kei Leng, Yuen Long, Hong Kong. This site is designated for private residential purposes. Construction work was completed in late March 2024, while fitting-out work was completed in late December 2024. The Parkland has a total saleable area of approximately 36,720 square feet, offering 112 residential units. All residential units have been completely sold and substantially recognised in revenue during the year ended 31 July 2025.

### *Deep Water Pavilia (formerly known as Wong Chuk Hang Station Package Five Property Development)*

In January 2021, the consortium formed by the Group together with New World Development Company Limited, Empire Development Hong Kong (BVI) Limited and CSI Properties Limited successfully won the tender for the Wong Chuk Hang Station Package Five Property Development. This luxury residential development project sitting on top of the Wong Chuk Hang MTR station and “THE SOUTHSIDE”, the largest shopping mall in the prominent Southern district of Hong Kong, covers a site area of approximately 95,600 square feet, with a total GFA of approximately 636,200 square feet and is expected to deliver two residential towers, offering around 825 residential units, with a total investment of approximately HK\$18.0 billion. Construction work is in progress and is expected to be completed in the second quarter of 2026. The Group owns 15 per cent. interest in this project.

### *79 Broadcast Drive project*

In October 2021, the Group successfully tendered for and secured a site at No. 79 Broadcast Drive, Kowloon Tong, Hong Kong. The site with a site area of approximately 23,900 square feet used to be the Educational Television Centre of Radio Television Hong Kong and maximum permissible GFA is around 71,600 square feet. The Group plans to develop a high-quality luxury residential project offering around 46 medium-large sized units including 2 houses, with a total investment of approximately HK\$2.3 billion. The construction is expected to be completed in mid-2026.

### *1 Kotewall Road project*

In January 2022, the Group acquired two adjacent buildings at No. 1 Kotewall Road in Mid-Levels, Hong Kong Island for redevelopment purpose. The Group intends to redevelop the site into a luxury residential project with a total GFA of approximately 55,200 square feet, offering around 27 medium-large sized residential units, with a total investment of approximately HK\$1.9 billion. Foundation works is in progress and the construction is expected to be completed in 2028.

### *116 Waterloo Road project*

In September 2021, the Group acquired the 3-storey building at No. 116 Waterloo Road in Ho Man Tin, Kowloon, Hong Kong for redevelopment purpose. The Group intends to redevelop the site into residential units with a total GFA of approximately 46,600 square feet, offering around 85 residential units, with a total investment of approximately HK\$1.1 billion. Project design work is in progress.

### ***Chinese Mainland properties***

All major properties in Chinese Mainland for sale and under development of the Group are held through Lai Fung Group, except Hengqin Novotown Phase I, which is 80 per cent. owned by Lai Fung Group and 20 per cent. owned by the Group.

### *Shanghai Wuli Bridge project*

Shanghai Wuli Bridge is a high-end luxury residential project located by Huangpu River in Huangpu District in Shanghai. Construction work was completed in August 2019. This project, providing 28 residential units with an attributable GFA of approximately 77,900 square feet and 43 car-parking spaces, was launched for sale in September 2020 and has received an enthusiastic response from the market. As at 31 January 2026, all residential units and 30 car-parking spaces have been sold and 13 car-parking spaces of this development remained unsold.

### *Shanghai May Flower Plaza*

Shanghai May Flower Plaza is a completed mixed-use project located at the junction of Da Tong Road and Zhi Jiang Xi Road in Su Jia Xiang in the Jing'an District in Shanghai and situated near the Zhongshan Road North Metro Station. As at 31 January 2026, 458 car parking spaces of this development remained unsold.

### *Shanghai Regents Park*

Shanghai Regents Park is a large-scale residential/commercial composite development located in the Zhongshan Park Commercial Area at the Changning District, Shanghai. It is situated within walking distance of the Zhongshan Park Metro Station. As at 31 January 2026, 182 car parking spaces of this development remained unsold. Lai Fung Group owns 95 per cent. interest in the unsold car parking spaces of this project.

### *Guangzhou King's Park*

This is a high-end residential development located on Donghua Dong Road in Yuexiu District. The attributable GFA is approximately 98,300 square feet, excluding 57 car-parking spaces and ancillary facilities. As at 31 January 2026, one car parking space of this development remained unsold.

### *Guangzhou West Point*

Guangzhou West Point is located on Zhongshan Qi Road and is within walking distance from the Ximenkou Subway Station. This is a mixed-use property where Lai Fung Group has sold all the residential and office units. As at 31 January 2026, 80 car parking spaces of this development remained unsold.

### *Zhongshan Palm Spring*

The project is located in Caihong Planning Area, Western District of Zhongshan. The overall development has a total planned GFA of approximately 6.1 million square feet. The project comprises high-rise residential towers, townhouses and commercial blocks totalling 4.5 million square feet. All construction of this project has been completed and the sale of remaining phases is in progress with satisfactory result.

As at 31 January 2026, completed units held for sale in this development, including commercial units and residential units, amounted to approximately 98,200 square feet, and 2,396 car parking spaces of this development remained unsold.

### *Hengqin Novotown*

#### *Phase I*

Sales of the cultural studios and cultural workshop units of Hengqin Novotown Phase I are in progress.

In light of the recent sale of certain retail units which was originally classified as properties held for rental, Lai Fung Group is considering other elements of Hengqin Novotown Phase I which may be available for sale should the opportunities arise.

Novotown Phase I is 80 per cent. owned by Lai Fung Group and 20 per cent. owned by the Group.

#### *Phase II*

Novotown Phase II is situated adjacent to Novotown Phase I, with a total site area of approximately 143,800 square metres and a maximum plot ratio of two times. Lai Fung Group succeeded in bidding for the land use rights of the land offered for sale by The Land and Resources Bureau of Zhuhai through the listing-for-sale process in December 2018. Significant progress has been made on Novotown Phase II. Lai Fung Group completed the signing of the agreement for the sale of two accommodation towers (T1 and T3) in Novotown Phase II in late November 2025. The total consideration for the transaction was RMB625.7 million, covering a combined GFA of approximately 49,655 square metres, and comprising around 780 residential units. These apartments will provide accommodation options for talents working in Novotown Phase I and Novotown Phase II, as well as the wider Hengqin Island.

Tower two of Novotown Phase II, which is designated for office use, is scheduled for commencing operation in November 2026 and is expected to attract more cross-border e-commerce tenants. In addition, Lai Fung Group received approval from the local government to develop towers four to eleven of Novotown Phase II as

accommodation for rental purpose, becoming the first project to be awarded the "Hengqin Guangdong-Macao In-Depth Cooperation Zone Rental Accommodation Project Certificate". This initiative is designed to meet the growing rental accommodation demand from the commercial ecosystem of Hengqin, and provide essential supporting facilities for the area.

Novotown Phase II also includes Harrow LiDe School Hengqin, managed and operated by Asia International School Limited. In accordance with the agreement with the school operator, the school has been sold, enabling Lai Fung Group to crystallise the value of its investment in Novotown Phase II and gradually recoup funding to improve the project's working capital position. Lai Fung Group owns 100 per cent. of Novotown Phase II, except for the properties occupied by Harrow LiDe School Hengqin which have been sold to the school operator.

### ***Design and construction***

The Group does not have its own architectural, engineering or construction businesses, but engages independent consultants and contractors to carry out the design and construction of its development projects. The Group has a team of project managers who work closely with external project consultants and contractors in setting the development plans and supervising the construction of each project.

The Group has long-established relationships with a number of architectural firms in Hong Kong. Most of the construction works are awarded by way of competitive tender to ensure that each project is developed on competitive terms by experienced contractors. The project director will organise a project consultant team scaled to the size and nature of each project undertaken, comprising an architect, a structural engineering consultant, a building services consultant, a quantity surveying consultant and any other specialist consultants as required by each specific project. The Group focuses on the importance of consistency and detailing in architectural design to ensure high quality of the Group's projects. Project architects are commissioned to provide a full design service whenever possible.

The Group maintains and constantly updates a list of qualified architects and engineering consultants, and local and international firms of professionals. The Group will appoint a project consultant team and the property director will formulate a design brief based on the conditions and terms stipulated in the government leases and proposals of market research advisers, the sales and marketing/leasing team, the project manager, the property manager and other relevant individuals in order to position the project to respond to the demands of the prevailing market and to meet the development budget. Progress and quality of service of the project consultant team is closely monitored by the project management team.

### ***Sale and marketing***

The Group has a sales and marketing team operating through centrally located and on-site offices. A marketing and advertising budget is set for each project and a marketing programme is implemented by the Group's own sales force, either alone or in conjunction with external advertising and property agents and through various types of media advertising.

### ***Funding development projects***

The Group expects to continue to fund the development costs of its current and future Hong Kong projects from a mixture of the Group's internal resources (generated principally from property sales, deposits and rental income), construction loans and other secured and unsecured banking facilities and the proceeds of issues of debt or equity securities. On 30 September 2025, the Group successfully refinanced the Cheung Sha Wan Plaza syndicated loan for 5 years. The Group also continues to benefit from strong support from its banking relationships in successfully refinancing its banking facilities.

On 12 March 2026, Lai Fung Group successfully refinanced one of its banking facilities with a tenor of one year with an extension of another year subject to satisfaction of certain conditions, the proceeds of which will

be used for financing investments in property-related projects of Lai Fung Group and general corporate purposes of Lai Fung Group.

### Restaurant and F&B Product Sales Operations

The restaurant operations include the Group's interests in 21 restaurants in Hong Kong and Chinese Mainland 1 restaurant in Dubai and 1 restaurant in Macau under management. Details of each existing restaurant of the Group are as follows:

| Cuisine                          | Restaurant                                      | Location  | Attributable interest to the Group | Award                                                      |
|----------------------------------|-------------------------------------------------|-----------|------------------------------------|------------------------------------------------------------|
| <b><i>Owned restaurants</i></b>  |                                                 |           |                                    |                                                            |
| Western/ International Cuisine   | 8 <sup>1/2</sup> Otto e Mezzo BOMBANA Hong Kong | Hong Kong | 38%                                | Three Michelin stars (2012-2026)                           |
|                                  | 8 <sup>1/2</sup> Otto e Mezzo BOMBANA Shanghai  | Shanghai  | 13%                                | Two Michelin stars (2017-2026)                             |
|                                  | Beefbar                                         | Hong Kong | 63%                                | One Michelin star (2017-2026)                              |
|                                  | Prohibition <sup>(Note)</sup>                   | Hong Kong | 100%                               |                                                            |
|                                  | Cipriani                                        | Hong Kong | 44%                                |                                                            |
|                                  | Plaisance by Mauro Colagreco                    | Hong Kong | 48%                                | One Michelin star (2025-2026)                              |
|                                  | China Tang Landmark                             | Hong Kong | 51%                                | The Plate Michelin (2019-2021)<br>One Michelin star (2026) |
| Asian Cuisine                    | Howard's Gourmet                                | Hong Kong | 51%                                |                                                            |
|                                  | Chiu Tang Central                               | Hong Kong | 68%                                |                                                            |
|                                  | Canton Bistro <sup>(Note)</sup>                 | Hong Kong | 100%                               |                                                            |
|                                  | KiKi Noodle Bar IFC                             | Hong Kong | 83%                                |                                                            |
|                                  | KiKi Noodle Bar K11 MUSEA                       | Hong Kong | 83%                                |                                                            |
|                                  | KiKi Noodle Bar Hysan Place                     | Hong Kong | 83%                                |                                                            |
|                                  | Academia                                        | Hong Kong | 83%                                |                                                            |
|                                  | OH! MY BREAD (includes OH! MY NOODLE)           | Hong Kong | 83%                                |                                                            |
|                                  | MOSU Hong Kong                                  | Hong Kong | 68%                                |                                                            |
|                                  | SÉP                                             | Hong Kong | 68%                                |                                                            |
|                                  | China Club                                      | Hong Kong | 17%                                |                                                            |
|                                  | China Tang Dubai                                | Dubai     | 34%                                |                                                            |
|                                  | Kanesaka Hong Kong                              | Hong Kong | 68%                                |                                                            |
|                                  | Yamato                                          | Hong Kong | 60%                                |                                                            |
|                                  | Akatsuki                                        | Hong Kong | 48%                                |                                                            |
| <b><i>Managed restaurant</i></b> |                                                 |           |                                    |                                                            |
| Western Cuisine                  | 8 <sup>1/2</sup> Otto e Mezzo BOMBANA, Macau    | Macau     | N/A                                | One Michelin star (2016-2026)                              |

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Note:

Performance of these two restaurants in Ocean Park Marriott Hotel has been included in the hotel operation segment for segment reporting purposes.

For the six months ended 31 January 2026, restaurant and F&B product sales operations increased as compared to the six months ended 31 January 2025. The increase was mainly attributed to the resurgence in visitor arrivals. Furthermore, the Group has closed certain non-performing restaurants, and a turnaround of segment losses to segment profits was recorded during the six months ended 31 January 2026.

## **Hotel Operation**

The hotel and serviced apartment operation segment of the Group includes the Group's operation of the Ocean Park Marriott Hotel in Hong Kong and the Caravelle Hotel in Ho Chi Minh City, Vietnam, as well as Lai Fung Group's hotel and serviced apartment operation in Shanghai and Hengqin, Chinese Mainland. In December 2019, the Group had further expanded its hotel portfolio with the acquisition of a 50 per cent. interest in Fairmont St. Andrews resort in Fife, Scotland, United Kingdom. Performance of the 50:50 joint venture of Fairmont St. Andrews resort is recognised as "Share of profits and losses of joint ventures" in the consolidated income statement of the Group. The hotel project in Phuket, Thailand that the Group invested in in June 2017 is still at the planning stage. The Group is closely monitoring the tourism market in Thailand and will provide updates on this project as and when there is material progress.

For the six months ended 31 January 2026, the hotel and serviced apartment operations' contribution to the Group's turnover slightly decreased as compared to the six months ended 31 January 2025. The decline in revenue was mainly driven by lower revenue from Hyatt Regency Hengqin, primarily attributable to the Chinese New Year holiday occurring in the six months ended 31 January 2025 but not in the six months ended 31 January 2026, and a decline in non-room revenue at the Ocean Park Marriott Hotel, attributable to lower banquet sales, which was partially offset by higher room revenue at the hotel.

Ocean Park Marriott Hotel officially commenced its operations on 19 February 2019, adding a total of 471 rooms and approximately 365,974 square feet of attributable rental space to the rental portfolio of the Group. Ocean Park Marriott Hotel has achieved "Gold" rating in BEAM Plus Final Assessment. The Group remains optimistic about the prospects of the Ocean Park Marriott Hotel given the popularity of Ocean Park, as well as Asia's first all-season water park, Water World, grand opened in September 2021. The Group owns 100 per cent. interest in Ocean Park Marriott Hotel.

Caravelle Hotel is a leading international five-star hotel in the centre of the business, shopping and entertainment district in Ho Chi Minh City, Vietnam. It is an elegant 24-storey tower with a mixture of French colonial and traditional Vietnamese style, and has 335 superbly appointed rooms, suites, exclusive Signature Floors, Signature Lounge and a specially equipped room for the disabled. Total GFA of the Caravelle Hotel is approximately 378,225 square feet. The Group owns a 26.01 per cent. interest in Caravelle Hotel.

The hotel operation team of the Group has extensive experience in providing consultancy and management services to hotels in Chinese Mainland, Hong Kong and other Asian countries. The division's key strategy going forward will continue to focus on providing management services, particularly to capture opportunities arising from the developments of Lai Fung Group in Shanghai, Guangzhou, Zhongshan and Hengqin. The hotel division of the Group manages Lai Fung Group's serviced apartments in Shanghai under the "STARR" brand.

STARR Hotel Shanghai is a 17-storey hotel located in the Mayflower Lifestyle complex in Jing'an District, within walking distance of Lines 1, 3 and 4 of the Shanghai Metro Station with easy access to major motorways. There are 239 fully furnished and equipped hotel units, each with stylish separate living room, bedroom, fully-equipped kitchenette and luxurious bathroom amenities for short or extended stays to meet the needs of the business travellers from around the world, and the total GFA is approximately 143,800 square feet.

Ascott Huaihai Road in Shanghai Hong Kong Plaza is managed by the Ascott Group and is one of a premier collection of Ascott Limited's serviced residences in over 70 cities in Asia Pacific, Europe and the Gulf region. The residence, with a total GFA of approximately 356,260 square feet, has 307 contemporary apartments of various sizes: studios (640-750 square feet), one-bedroom apartments (915-1,180 square feet), two-bedroom apartments (1,720 square feet), three-bedroom apartments (2,370 square feet) and two luxurious penthouses on the highest two floors (4,520 square feet).

Hyatt Regency Hengqin is located in Novotown Phase I in Hengqin, Zhuhai, the heart of the Greater Bay Area, and is within easy reach of the Hong Kong-Zhuhai-Macao Bridge. Hyatt Regency Hengqin has a total GFA of approximately 610,500 square feet and approximately 488,400 square feet attributable to Lai Fung Group. It has 493 guest rooms including 55 suites ranging in size from 430 square feet to 2,580 square feet, a wide range of dining options, as well as banqueting and conference facilities of over 40,000 square feet. Lai Fung Group owns 80 per cent. interest in Hyatt Regency Hengqin and the remaining 20 per cent. is owned by the Group.

### **Cinema Operation**

The cinema operation is managed by eSun Group. Driven by the operational and administrative cost control measures implemented by eSun Group, segment profits were recorded during the six months ended 31 January 2026. As at the date of this Offering Circular, eSun Group operates fourteen cinemas in Hong Kong and one cinema in Chinese Mainland. Details on the number of screens and seats of each existing cinema are disclosed in below table. Besides, eSun Group has extended its cinema network through two 50 per cent.-owned joint ventures with Emperor Cinemas Group, namely Emperor Cinemas Plus+ (The Wai) and Emperor Cinemas Plus+ (The Southside), which are managed by Emperor Cinemas Group.

### **Media and Entertainment**

The media and entertainment businesses are operated by eSun Group.

For the six months ended 31 January 2026, eSun Group organised and invested in 17 (2025: 15) shows by popular local and Asian renowned artistes, including Grasshopper, Ekin Cheng, Jay Fung, Stephy Tang, Cloud Wan, On Chan and Big Four. eSun Group released 10 (2025: 6) albums, including titles by Anita Mui, Leslie Cheung, Sammi Cheng, Miriam Yeung, Jay Fung, On Chan, Big Four and Nowhere Boys. eSun Group expects to continue to increase its music licensing revenue from the exploitation of the music library through new media distribution. eSun Group has a strong artiste management team and a sizeable number of talents and will continue to expand its profile and in tandem with its growing TV drama production and film production businesses. eSun Group currently has 14 artistes under its management.

### **Film and TV Programme Production and Distribution**

The film and TV programme production and distribution businesses are operated by eSun Group. A total of 2 (2025: 6) films produced/invested by eSun Group were theatrically released, namely "The Volunteers: Peace at Last" and "Dream Demon Spirit Snake Record". eSun Group also distributed 27 (2025: 27) films with high profile titles including "Back To The Past", "The Housemaid" and "The SpongeBob Movie: Search for SquarePant".

### **Insurance**

The Group is insured by an insurance programme arranged by professional insurance intermediaries and underwritten by financially sound insurance companies, subject otherwise to the standard terms, conditions, exceptions and exclusions of the policies. The Group's properties are covered against loss or damage caused by various insured events such as fire, explosion, flood, riot and strike, malicious damage, and/or by other insured perils subsequently leading to material damage and loss of rental income to the insured premises. Public (third-party) liability insurance is also arranged for the respective insured premises to indemnify the Group against claims arising from accidental loss or damage to third-party properties and accidental third-party bodily injury

for which the Group becomes legally liable to compensate. The Group believes that its properties are covered with adequate insurance underwritten by reputable independent insurance companies and with commercially reasonable deductibles and limits on coverage. Notwithstanding the terms, conditions, exceptions and exclusions of the Group's insurance cover, loss or damage to the Group's buildings, facilities, equipment or other properties as a result of some of the above-mentioned insured events and other natural disasters could nevertheless have a material adverse effect on the Group's financial condition and results of operations.

### **Government Regulations**

The operations of the Group are subject to the various laws and regulations applicable in Hong Kong, the United Kingdom and the other jurisdictions where it operates. The Group's activities conducted on its investment and development properties are limited by zoning ordinances and other regulations. Property development, refurbishment and other redevelopment projects require government permits, some of which may take longer to obtain than others. From time to time, governments may impose new regulations on landlords such as mandatory retrofitting of upgraded safety and fire systems in all buildings. The Group's properties are subject to routine inspections by government officials with regard to various safety and environmental issues. The Guarantor believes that the Group is in compliance in all material respects with government safety regulations currently in effect. The Group has not experienced significant problems with government regulations with regard to these issues, and is not aware of any pending government legislation that might have a material adverse effect on its properties. Planning requirements in London can typically be more onerous and lengthier than in Hong Kong.

### **Employees**

As at 31 January 2026, the Group employed a total of approximately 3,470 full-time employees and approximately 380 part-time employees. The Group recognises the importance of maintaining a stable staff force in its continued success. Under the Group's existing policies, employee pay rates are maintained at competitive levels while promotion and salary increments are assessed on a performance-related basis. Discretionary bonuses are granted to employees based on their merit and in accordance with industry practice. Other benefits including the Group's share option scheme, mandatory provident fund scheme, free hospitalisation insurance plan, subsidised medical care and sponsorship for external education and training programmes are offered to eligible employees.

### **Legal Proceedings**

Neither the Guarantor nor any of its subsidiaries is involved in any litigation which would have a material adverse effect on the business or financial position of the Group.

## DESCRIPTION OF THE SPECIFIED ASSETS

Pursuant to Condition 7(b) (*Mandatory redemption in relation to Specified Assets*) of the Terms and Conditions, (A) the Guarantor will undertake that (x) the consideration with respect to any Specified Asset Disposal of a Development Project or an Overseas Project will be at least equal to the Fair Market Value of such Specified Asset sold or disposed of and (y) the consideration with respect to any Specified Asset Disposal of the Southside Project will be determined in accordance with the Southside Development Agreement.

The Guarantor will further undertake that:

- (i) 100% of any Specified Asset Disposal Net Proceeds with respect to the CNI Put/Call Option Shares received by it or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;
- (ii) 50% of any Specified Asset Disposal Net Proceeds with respect to the Southside Project received by it or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;
- (iii) 50% of any Specified Asset Disposal Net Proceeds with respect to the Broadcast Drive Project received by it or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;
- (iv) 50% of any Specified Asset Disposal Net Proceeds with respect to the Kotewall Road Project received by it or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;
- (v) 50% of any Specified Asset Disposal Net Proceeds with respect to the Fairmont St Andrews Project received by it or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt; and
- (vi) 50% of any Specified Asset Disposal Net Proceeds with respect to the Leadenhall Project received by it or any of its wholly-owned subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt.

Within 90 days from and including any date on which the aggregate balance of the Specified Asset Designated Account has exceeded U.S.\$20 million, the Issuer shall, on giving not less than 7 nor more than 60 days' notice to the Noteholders and the Fiscal Agent in accordance with Condition 16 (*Notices*) (which notice shall be irrevocable), apply, or procure to be applied, all funds then held in the Specified Asset Designated Account to redeem the Notes at their principal amount together with accrued and unpaid interest to the date fixed for redemption. The Issuer shall deliver or procure to be delivered to the Fiscal Agent a certificate signed by two directors of the Issuer stating that the conditions precedent to the exercise of such redemption have occurred.

### Overview of the Specified Assets

#### ***CNI Put/Call Option Shares***

CNI Put/Call Option Shares means the relevant shares in Ample Beyond Limited, being the CNI Target Company which is subject to the CNI Put Option and the CNI Call Option and represents approximately 18.27% of the Guarantor's interest in the CNI Target Company and the CNI Target (Camper & Nicholsons International S.A.).

#### ***Southside Project***

Deep Water Pavilia, the Southside residential development project, is located in Wong Chuk Hang, Hong Kong. This luxury residential development project sitting on top of the Wong Chuk Hang MTR station and "THE SOUTHSIDE", the largest shopping mall in the prominent Southern district of Hong Kong, covers a site area

of approximately 95,600 square feet, with a total GFA of approximately 636,200 square feet and is expected to deliver two residential towers, offering around 825 residential units, with a total investment of approximately HK\$18.0 billion. For further details, please refer to “*Description of the Group – Property Development – Hong Kong Properties*”.

#### ***Broadcast Drive Project***

The property known as No.79 Broadcast Drive, Kowloon Tong, Kowloon, Hong Kong is referred to as the Broadcast Drive Project. The site with a site area of approximately 23,900 square feet used to be the Educational Television Centre of Radio Television Hong Kong and maximum permissible GFA is around 71,600 square feet. The Group plans to develop a high-quality luxury residential project offering around 46 medium-large sized units including 2 houses, with a total investment of approximately HK\$2.3 billion. For further details, please refer to “*Description of the Group – Property Development – Hong Kong Properties*”.

#### ***Kotewall Road Project***

The property known as No. 1 Kotewall Road, Mid-Levels, Hong Kong is referred to as the Kotewall Road Project. The Group intends to redevelop the site into a luxury residential project with a total GFA of approximately 55,200 square feet, offering around 27 medium-large sized residential units, with a total investment of approximately HK\$1.9 billion. For further details, please refer to “*Description of the Group – Property Development – Hong Kong Properties*”.

#### ***Fairmont St Andrews Project***

The Fairmont Hotel and Golf Spa Resort, St Andrews Bay is located at St Andrews KY16 8PN, United Kingdom. The Group has 50 per cent. attributable interest in this property. This joint venture project covers total 211 rooms and a total GFA of 138,241 square feet. For the six months ended 31 January 2026, it achieved a 54.5 per cent average occupancy rate.

#### ***Leadenhall Project***

The freehold properties known as 100 Leadenhall Street, 106 Leadenhall Street and 107 Leadenhall Street, which located at London EC3, United Kingdom, are collectively referred to as the Leadenhall Project. The assets are surrounded by 30 St Mary Axe (commonly known as the Gherkin), Lloyd’s of London and The Scalpel at 52 Lime Street. They are freehold commercial properties with commercial and offices spaces. The buildings comprise a total of 344,230 square feet gross internal area. 100 and 106 have been stripped out and not leased. The occupancy rate for 107 at the end of January 2026 was approximately 55.0%. For further details, please refer to “*Description of the Group – Property Development – London Properties*”.

## DIRECTORS AND COMPANY SECRETARY

The members of the Board and the Company Secretary of the Guarantor as at the date of this Offering Circular are named as follows:

### *Executive Directors*

Dr. Lam Kin Ngok, Peter (*Chairman*)  
Mr. Cheung Sum, Sam (*Group Chief Financial Officer*)  
Mr. Lam Hau Yin, Lester (*also alternate director to Madam U Po Chu*)  
Mr. Lee Tze Yan, Ernest

### *Non-Executive Director*

Madam U Po Chu

### *Independent Non-Executive Directors*

Mr. Lam Bing Kwan  
Mr. Leung Shu Yin, William  
Mr. Ip Shu Kwan, Stephen  
Mr. Luk Hon Man

### *Company Secretary*

Mr. Cheung Sum, Sam

The biographies of the Directors and the Company Secretary of the Guarantor are as follows:

### **Executive Directors**

Each of the current executive Directors (“Executive Directors”) of the Guarantor named below holds directorships in a number or certain of the subsidiaries of the Guarantor and all of them hold directorships in all or certain of the Guarantor’s listed affiliates, namely LSG, eSun and Lai Fung. The issued shares of LSG, eSun and Lai Fung are listed and traded on the Main Board of the SEHK. LSG is the ultimate holding company of the Guarantor which in turn is the intermediate holding company of eSun and Lai Fung.

**Dr. Lam Kin Ngok, Peter**, Chairman, aged 69, has been an Executive Director since June 1977. He is currently a member of the Executive Committee of the Guarantor and the chairman of the Nomination Committee of the Guarantor. Dr. Lam is also the chairman and executive director of each of LSG and Lai Fung, and the chairman and a director of Media Asia Group Holdings Limited (a wholly-owned subsidiary of eSun). He was an executive director of eSun from 15 October 1996 to 13 February 2014 and was an executive director of Lai Fung from 28 November 1997 to 31 October 2012. Dr. Lam was an executive director of Crocodile Garments Limited (“CGL”) (a company listed on the Main Board of the SEHK).

Dr. Lam has extensive experience in the property development and investment business, hospitality as well as media and entertainment business. He was conferred an Honorary Doctorate by The Hong Kong Academy for Performing Arts in June 2011. Dr. Lam received the Gold Bauhinia Star and the Grand Bauhinia Medal awarded from the Government of the Hong Kong Special Administrative Region (“HKSAR”) on 1 July 2015 and 27 July 2022, respectively.

Currently, Dr. Lam is the chairman of the Hong Kong Tourism Board. He is also a standing committee member of the 14th National Committee of the Chinese People’s Political Consultative Conference. In addition, Dr. Lam is the chairman of Hong Kong Chamber of Films Limited, a life honourable president of Hong Kong Motion Picture Industry Association Limited, a vice president of The Real Estate Developers Association of Hong Kong, a vice chairman of Friends of Hong Kong Association Limited, a director of Hong Kong-Vietnam

Chamber of Commerce Limited, an honorary chairman of Federation of HK Jiangsu Community Organisations, the president of Hong Kong Association of Cultural Industries Limited, the chairman of Hong Kong Cultural Development Research Institute Limited, and a member under the group of regional and global collaborations of the Chief Executive's Council of Advisers. Dr. Lam was elected the deputy chairman of the general committee of the Hong Kong General Chamber of Commerce with effect from 24 May 2025. He was a non-official member of the Trade and Industry Advisory Board, a trustee of The Better Hong Kong Foundation, a member of the board of West Kowloon Cultural District Foundation Limited (a wholly-owned subsidiary of West Kowloon Cultural District Authority), and the chairman of the Hong Kong Trade Development Council.

Dr. Lam is the son of Madam U Po Chu (a Non-Executive Director of the Guarantor) and the father of Mr. Lam Hau Yin, Lester (an Executive Director of the Guarantor).

**Mr. Cheung Sum, Sam**, aged 62, was appointed an Executive Director of the Guarantor in August 2023. He is currently a member of each of the Executive Committee and Remuneration Committee of the Guarantor and an alternate to Dr. Lam Kin Ngok, Peter, the chairman of the Nomination Committee of the Guarantor. He is also the Company Secretary of the Guarantor. Mr. Cheung joined the Guarantor as Group Chief Financial Officer in July 2023. He is also an executive director of each of LSG, eSun and Lai Fung.

Mr. Cheung was the chief financial officer of FTLife Insurance Company Limited (now known as Chow Tai Fook Life Insurance Company Limited), a wholly-owned subsidiary of CTF Services Limited, from September 2019 to November 2020, the chief financial officer and vice president of Agile Group Holdings Limited from July 2013 to May 2019, an executive director of eSun from March 2011 to August 2012, and an executive director of each of the Guarantor and Lai Fung from June 2007 to October 2009 and from March 2011 to August 2012.

Prior to joining the Lai Sun Group in 2006, Mr. Cheung worked for a number of other listed companies and international investment banks in Hong Kong. He has extensive experience in capital markets and financial management. Mr. Cheung graduated from the London School of Economics and Political Science, University of London with a Bachelor of Science (Economics) degree in Accounting and Finance. He is a fellow member of the Association of Chartered Certified Accountants in the United Kingdom (“UK”) and the Hong Kong Institute of Certified Public Accountants (“HKICPA”).

**Mr. Lam Hau Yin, Lester**, aged 45, was appointed an Executive Director and a member of the Executive Committee of the Guarantor in November 2012. He is also an alternate director to Madam U Po Chu, a Non-Executive Director of the Guarantor. Mr. Lam is an executive director of LSG and eSun as well as an executive director and the chief executive officer of Lai Fung. Further, he is an alternate director to Madam U Po Chu in her capacity as an executive director of LSG and Lai Fung as well as a non-executive director of eSun. Mr. Lam is presently the chief executive officer of Media Asia Group Holdings Limited (a wholly-owned subsidiary of eSun). He is also the founder and chairman of Por Yen Charitable Foundation Limited.

Mr. Lam holds a Bachelor of Science in Business Administration degree from the Northeastern University in Boston of the United States of America. He completed the Kellogg-HKUST Executive MBA program in 2016. Mr. Lam has acquired working experience since 1999 in various companies engaged in securities investment, hotel operations, environmental products, entertainment and property development and investment. He is a member of the general committee of The Chamber of Hong Kong Listed Companies.

Mr. Lam is a son of Dr. Lam Kin Ngok, Peter (Chairman and an Executive Director of the Guarantor) and a grandson of Madam U Po Chu (a Non-Executive Director of the Guarantor).

**Mr. Lee Tze Yan, Ernest**, aged 62, was appointed an Executive Director of the Guarantor in January 2022. He is currently a member of the Executive Committee of the Guarantor. He is also an executive director of Lai Fung.

Mr. Lee joined the Lai Sun Group as Group Director – Project Development in June 2012. He has over 30 years of experience in the architectural and property development industries, holding senior positions. Prior to joining the Lai Sun Group, he was a senior project management executive of the Henderson Land Group for 18 years, supervising the execution and completion of numerous large-scale quality developments in both Hong Kong and the People's Republic of China ("PRC").

Mr. Lee graduated from the Faculty of Architecture, the University of Hong Kong, with a Bachelor of Architecture degree and a Bachelor of Arts in Architectural Studies degree. He also holds a post-graduate degree in Master of Business Administration from the Southern Illinois University at Carbondale in the United States of America. Mr. Lee has been a member of both the Hong Kong Institute of Architects (HKIA) and the Royal Institute of British Architects (RIBA), as well as an Authorized Person (List of Architects) and a Registered Architect in Hong Kong for over 30 years. He attained the qualifications of PRC Class 1 Registered Architect Qualification and BEAM Pro.

### **Non-Executive Director**

**Madam U Po Chu**, aged 101, has been a non-executive Director of the Guarantor since December 1993. She was appointed a member of the Nomination Committee of the Guarantor on 18 July 2025. She is also a non-executive director of eSun and an executive director of LSG and Lai Fung. The issued shares of LSG, eSun, and Lai Fung are listed and traded on the Main Board of the SEHK. LSG is the ultimate holding company of the Guarantor which in turn is the intermediate holding company of eSun and Lai Fung.

Madam U has over 55 years of experience in the garment manufacturing business and had been involved in the printing business in the mid-1960's. She started to expand the business to fabric bleaching and dyeing in the early 1970's and became involved in property development and investment in the late 1980's.

Madam U is the mother of Dr. Lam Kin Ngok, Peter (Chairman and an Executive Director of the Guarantor) and the grandmother of Mr. Lam Hau Yin, Lester (an Executive Director of the Guarantor).

### **Independent Non-Executive Directors**

**Mr. Lam Bing Kwan**, aged 76, was appointed an Independent Non-Executive Director of the Guarantor in July 2002 and is currently a member of the Audit Committee, the Remuneration Committee and the Nomination Committee of the Guarantor.

Mr. Lam graduated from the University of Oregon in the United States of America with a Bachelor of Business Administration degree in 1974. Having been actively involved in property development and investment in the PRC since the mid-1980s, he has substantial experience in this industry. Mr. Lam has served on the boards of directors of a number of listed companies in Hong Kong for over 20 years and is currently an independent non-executive director of LSG and Lai Fung. The issued shares of all the aforesaid companies are listed and traded on the Main Board of the SEHK. LSG is the ultimate holding company of the Guarantor which in turn is the intermediate holding company of eSun and Lai Fung.

**Mr. Leung Shu Yin, William**, aged 76, was appointed an Independent Non-Executive Director of the Guarantor in September 2004 and is currently the chairman of both the Remuneration Committee and the Audit Committee of the Guarantor. He is also a member of the Nomination Committee of the Guarantor. Mr. Leung is an independent non-executive director of LSG. He is also the deputy chairman and an independent non-executive director of CGL. The issued shares of all the aforesaid companies are listed and traded on the Main Board of the SEHK. LSG is the ultimate holding company of the Guarantor which in turn is the intermediate holding company of eSun and Lai Fung.

Mr. Leung is a certified public accountant, a member of the Hong Kong Securities and Investment Institute and a fellow of both the Association of Chartered Certified Accountants in the UK and the HKICPA. He is a practising director of two certified public accountants' firms in Hong Kong.

**Mr. Ip Shu Kwan, Stephen**, aged 74, was appointed an Independent Non-Executive Director of the Guarantor in December 2009. He is currently a member of the Audit Committee of the Guarantor. Mr. Ip graduated from the University of Hong Kong with a Bachelor degree in Social Sciences in 1973. He joined the Hong Kong Government in November 1973 and was promoted to the rank of Director of Bureau in April 1997. He worked in the Government of the HKSAR as a Principal Official from July 1997 to June 2007. Senior positions held by Mr. Ip in the past included Commissioner of Insurance, Commissioner for Labour, Secretary for Economic Services and Secretary for Financial Services. Mr. Ip took up the position of Secretary for Economic Development and Labour on 1 July 2002. His portfolio in respect of economic development covered air and sea transport, logistics development, tourism, energy, postal services, meteorological services, competition and consumer protection. He was also responsible for labour policies including matters relating to employment services, labour relations and employees' rights. Mr. Ip retired from the Government of the HKSAR in July 2007. Mr. Ip received the Gold Bauhinia Star award from the Government of the HKSAR in 2001 and is an unofficial Justice of the Peace.

Mr. Ip is currently an independent non-executive director of four other publicly listed companies, namely Luk Fook Holdings (International) Limited, Nameson Holdings Limited, Million Cities Holdings Limited and C-MER Medical Holdings Limited (formerly known as C-MER EYE CARE HOLDINGS LIMITED). Mr. Ip was an independent non-executive director of China Resources Building Materials Technology Holdings Limited (formerly known as China Resources Cement Holdings Limited) and Kingboard Laminates Holdings Limited. The issued shares of all the aforesaid companies are listed and traded on the Main Board of the SEHK.

**Mr. Luk Hon Man**, aged 42, was appointed an Independent Non-Executive Director of the Guarantor in August 2023. He was appointed a member of the Nomination Committee of the Guarantor on 18 July 2025. Mr. Luk is a seasoned strategic advisor with twenty years of experience spanning across the public affairs and business sectors. He was also the Chief Strategy Officer of the Chairman's Office of Lai Sun Group.

Mr. Luk holds a Bachelor of Education (Honours) in Languages from The Hong Kong Institute of Education (now known as the Education University of Hong Kong) and a Master of Public Administration degree from the University of Hong Kong.

Mr. Luk participates actively in public service. He is a Standing Committee Member of the 14th Qingdao Provincial Committee of the Chinese People's Political Consultative Conference. He is also keen to serve the Hong Kong business and financial services industries by assuming roles including the Vice Chairman of the Economic Policy Committee of the Hong Kong General Chamber of Commerce, a member of the Market Development Committee of the Financial Services Development Council, a member of the Mainland Business Advisory Committee of the Hong Kong Trade Development Council, Vice-Chairman of Youth Committee of Belt & Road General Chamber of Commerce, and a member of the Board of Directors of the Hong Kong Professionals and Senior Executives Association. Mr. Luk is the Deputy Secretary-General of the Business and Professionals Alliance for Hong Kong ("BPA") and the Chairman of the BPA Youth Affairs Committee.

### **Company Secretary**

**Mr. Cheung Sum, Sam** has been the company secretary of the Guarantor since May 2024. He is also an Executive Director and the Group Chief Financial Officer of the Guarantor. Further details of Mr. Cheung's biography are set out above under "*Executive Directors*".

## SUBSTANTIAL SHAREHOLDERS' AND DIRECTORS' INTERESTS

### Substantial Shareholders' Interests

As at 31 January 2026, so far as was known by, or otherwise notified by any Director or the chief executive of the Guarantor, the particulars of the corporations or individuals, who had 5 per cent. or more interests in the following long positions in the ordinary shares of the Guarantor (“**Shares**”) and underlying Shares of the Guarantor which would fall to be disclosed to the Guarantor under the provisions of Divisions 2 and 3 of Part XV of the SFO, as recorded in the register required to be kept under section 336 of the SFO (“**Register of Shareholders**”) or were entitled to exercise, or control the exercise of, 10 per cent. or more of the voting power at any general meeting of the Guarantor (“**Voting Entitlements**”) (i.e. within the meaning of Substantial Shareholders of the Listing Rules) were as follows:

### *Long positions in the Shares and the underlying Shares of the Guarantor*

| Name                                                        | Capacity                                              | Nature of interests    | Number of Shares and underlying Shares | Approximate % of issued Shares <sup>(1)</sup> |
|-------------------------------------------------------------|-------------------------------------------------------|------------------------|----------------------------------------|-----------------------------------------------|
| <b>Substantial Shareholders</b>                             |                                                       |                        |                                        |                                               |
| LSG .....                                                   | Beneficial owner/<br>Owner of controlled corporations | Corporate              | 808,084,296 <sup>(2)</sup>             | 55.60%                                        |
| Lam Kin Ngok, Peter .....                                   | Beneficial owner/<br>Owner of controlled corporations | Personal and corporate | 809,060,203 <sup>(2)</sup>             | 55.67%                                        |
| Yu Cheuk Yi .....                                           | Beneficial owner                                      | Personal               | 350,552,400 <sup>(3)</sup>             | 24.12%                                        |
| Yu Siu Yuk .....                                            | Beneficial owner                                      | Personal               | 350,552,400 <sup>(3)</sup>             | 24.12%                                        |
| <b>Other persons</b>                                        |                                                       |                        |                                        |                                               |
| Chan Kin                                                    | Interest of controlled corporation                    | Corporate              | 145,187,400 <sup>(4)</sup>             | 9.99%                                         |
| Argyle Street Management Holdings Limited (“ <b>ASMH</b> ”) | Interest of controlled corporation                    | Corporate              | 145,187,400 <sup>(4)</sup>             | 9.99%                                         |

Notes:

- (1) The percentage has been compiled based on the total number of issued Shares as at 31 January 2026 (i.e. 1,453,328,830 Shares).
- (2) LSG and two of its wholly-owned subsidiaries, namely Zimba International Limited (“**Zimba International**”) and Joy Mind Limited (“**Joy Mind**”), beneficially owned 808,084,296 Shares, representing approximately 55.60 per cent. of the issued share capital of the Guarantor. Dr. Lam Kin Ngok, Peter was deemed to be interested in the same 808,084,296 Shares by virtue of, in aggregate, his personal and deemed interests of approximately 43.85 per cent. (excluding underlying shares) in the issued share capital of LSG.
- (3) Mr. Yu Cheuk Yi and Ms. Yu Siu Yuk jointly held 350,552,400 Shares (24.12 per cent), based on the total number of issued Shares (i.e. 1,453,328,830 Shares) according to shareholding shown in last Individual Substantial Shareholder Notice (Form 1) filed for an event on 14 January 2026.
- (4) ASM Connaught House (Master) Fund III LP, ASM Co-Investment Term Trust I, Marzan Street Limited and Jinlong Road Limited holds 573,075 Shares, 10,800 Shares, 68,475,000 Shares and 76,128,525 Shares, respectively, which are held indirectly by ASMH through a number of controlled corporations. Mr. Chan Kin has over 50 per cent. controlling interests in ASMH. Therefore, Mr. Chan Kin and ASMH are respectively deemed to have an interest in the said shares in which ASM Connaught House (Master) Fund III LP, ASM Co-Investment Term Trust I, Marzan Street Limited and Jinlong Road Limited are interested.

Save as disclosed above, the Directors are not aware of any other corporation or individual (other than a Director or the chief executive of the Guarantor) who, as at 31 January 2026, had the Voting Entitlements or 5 per cent.

or more interests or short positions in the Shares or underlying Shares of the Guarantor recorded in the Register of Shareholders.

## Directors' Interests

The following Directors and the chief executive of the Guarantor who held office on 31 January 2026 and their respective close associates (as defined in the Listing Rules) were interested or were deemed to be interested in the following interests or short positions in the shares, underlying shares and debentures of the Guarantor or any of its associated corporations (within the meaning of the SFO) on that date (a) as required to be notified to the Guarantor and the SEHK pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions, if any, which they were taken or deemed to have under such provisions of the SFO); or (b) as recorded in the register required to be kept by the Guarantor pursuant to section 352 of the SFO (“**Register of Directors and Chief Executive**”); or (c) as otherwise notified to the Guarantor and the SEHK pursuant to the Securities Code; or (d) as known by the Directors:

## 1 The Guarantor

### Long positions in the Shares and the underlying Shares

| Name of Director              | Capacity                                           | Personal interests | Family interests | Corporate interests        | Other interests | Total interests | Approximate % of total interests to total issued Shares <sup>(1)</sup> |
|-------------------------------|----------------------------------------------------|--------------------|------------------|----------------------------|-----------------|-----------------|------------------------------------------------------------------------|
| Lam Kin Ngok, Peter .....     | Beneficial owner/ Owner of controlled corporations | 975,907            | Nil              | 808,084,296 <sup>(2)</sup> | Nil             | 809,060,203     | 55.67%                                                                 |
| U Po Chu <sup>(3)</sup> ..... | Beneficial owner                                   | 60,567             | Nil              | Nil                        | Nil             | 60,567          | 0.01%                                                                  |
| Luk Hon Man                   | Beneficial owner                                   | 3,300              | Nil              | Nil                        | Nil             | 3,300           | 0.01%                                                                  |

Notes:

- (1) The percentage has been compiled based on the total number of issued Shares as at 31 January 2026 (i.e. 1,453,328,830 Shares).
- (2) As at 31 January 2026, LSG and two of its wholly-owned subsidiaries, namely Zimba International and Joy Mind, beneficially owned in aggregate 808,084,296 Shares, representing approximately 55.60 per cent. of the issued share capital of the Guarantor. As such, Dr. Lam Kin Ngok, Peter was deemed to be interested in the same 808,084,296 Shares by virtue of, in aggregate, his personal (excluding underlying Shares) and deemed interests of approximately 43.85 per cent. in the issued share capital of LSG. LSG is approximately 14.62 per cent. owned by Dr. Lam Kin Ngok, Peter and is approximately 29.23 per cent. owned by Wisdoman Limited which in turn is 100 per cent. beneficially owned by Dr. Lam Kin Ngok, Peter.  
LSG pledged approximately 208,513,987 Shares held by LSG, Zimba International and Joy Mind as security pursuant to its 7.70 per cent. secured guaranteed notes due 2018 under a Share Charge dated 24 July 2014. The amount has been repaid in full.
- (3) Madam U Po Chu is the widow of the late Mr. Lim Por Yen, whose estate includes an interest of 8,718,829 Shares, representing approximately 0.60 per cent. of the issued share capital of the Guarantor.

## 2 Associated Corporations

### (i) LSG — the ultimate holding company of the Guarantor

#### Long positions in the ordinary shares of LSG (“LSG Shares”) and the underlying LSG Shares

| Name of Director          | Capacity                                           | Personal interests | Family interests | Corporate interests | Other interests          | Total interests | Approximate % of total interests to total issued LSG Shares <sup>(1)</sup> |
|---------------------------|----------------------------------------------------|--------------------|------------------|---------------------|--------------------------|-----------------|----------------------------------------------------------------------------|
| Lam Kin Ngok, Peter ..... | Beneficial owner/ Owner of controlled corporations | 129,149,733        | Nil              | 258,168,186         | 1,832,017 <sup>(2)</sup> | 389,149,936     | 44.05%                                                                     |
| Lam Hau Yin, Lester.....  | Beneficial owner                                   | 28,033,218         | Nil              | Nil                 | 6,519,095 <sup>(2)</sup> | 34,552,313      | 3.91%                                                                      |

| Name of Director | Capacity         | Personal interests | Family interests | Corporate interests | Other interests | Total interests | Approximate % of total interests to total issued LSG Shares <sup>(1)</sup> |
|------------------|------------------|--------------------|------------------|---------------------|-----------------|-----------------|----------------------------------------------------------------------------|
| U Po Chu .....   | Beneficial owner | 1,857,430          | Nil              | Nil                 | Nil             | 1,857,430       | 0.21%                                                                      |

Notes:

- (1) The percentage has been compiled based on the total number of issued LSG Shares as at 31 January 2026 (i.e. 883,373,901 LSG Shares).
- (2) Share options were granted by LSG to Dr. Lam Kin Ngok, Peter and Mr. Lam Hau Yin, Lester, the particulars of which are set out below:

| Name of Director          | Date of grant | Number of underlying LSG Shares comprised in share options | Exercise period          | Exercise price per LSG Share |
|---------------------------|---------------|------------------------------------------------------------|--------------------------|------------------------------|
| Lam Kin Ngok, Peter ..... | 19/06/2017    | 448,197                                                    | 19/06/2017 to 18/06/2027 | HK\$11.155                   |
|                           | 25/01/2022    | 1,383,820                                                  | 25/01/2022-24/01/2032    | HK\$3.673                    |
| Lam Hau Yin, Lester.....  | 19/06/2017    | 5,135,275                                                  | 19/06/2017 to 18/06/2027 | HK\$11.155                   |
|                           | 25/01/2022    | 1,383,820                                                  | 25/01/2022-24/01/2032    | HK\$3.673                    |

## (ii) eSun — a subsidiary of the Guarantor

*Long positions in the ordinary shares of eSun (“eSun Shares”) and the underlying eSun Shares*

| Name of Director          | Capacity                                           | Personal interests | Family interests | Corporate interests          | Other interests | Total interests | Approximate % of total interests to total issued eSun Shares <sup>(1)</sup> |
|---------------------------|----------------------------------------------------|--------------------|------------------|------------------------------|-----------------|-----------------|-----------------------------------------------------------------------------|
| Lam Kin Ngok, Peter ..... | Beneficial owner/ Owner of controlled corporations | 2,794,443          | Nil              | 1,113,260,072 <sup>(2)</sup> | Nil             | 1,116,054,515   | 63.56%                                                                      |
| Lam Hau Yin, Lester.....  | Beneficial owner                                   | 2,794,443          | Nil              | Nil                          | Nil             | 2,794,443       | 0.16%                                                                       |

Notes:

- (1) The percentage has been compiled based on the total number of issued eSun Shares as at 31 January 2026 (i.e. 1,755,876,866 eSun Shares).
- (2) As at 31 January 2026, LSG was interested in 808,084,296 Shares in the Guarantor, representing approximately 55.60 per cent. of the issued share capital of the Guarantor, Transtrend Holdings Limited (“Transtrend”), a wholly-owned subsidiary of the Guarantor, was interested in 1,113,260,072 eSun Shares, representing approximately 63.40 per cent. of the issued share capital of eSun. As such, Dr. Lam Kin Ngok, Peter was deemed to be interested in the same 1,113,260,072 eSun Shares by virtue of, in aggregate, his personal (excluding underlying shares) and deemed interests of approximately 43.85 per cent. and 55.67 per cent. in the issued share capital of LSG and the Guarantor, respectively.

## (iii) Lai Fung — a subsidiary of the Guarantor

*Long positions in the ordinary shares of Lai Fung (“Lai Fung Shares”) and the underlying Lai Fung Shares*

| Name of Director          | Capacity                         | Personal interests | Family interests | Corporate interests        | Other interests | Total interests | Approximate % of total interests to total issued Lai Fung Shares <sup>(1)</sup> |
|---------------------------|----------------------------------|--------------------|------------------|----------------------------|-----------------|-----------------|---------------------------------------------------------------------------------|
| Lam Kin Ngok, Peter ..... | Owner of controlled corporations | Nil                | Nil              | 182,318,266 <sup>(2)</sup> | Nil             | 182,318,266     | 55.08%                                                                          |

Notes:

- (1) The percentage has been compiled based on the total number of issued Lai Fung Shares as at 31 January 2026 (i.e. 331,033,443 Lai Fung Shares).
- (2) As at 31 January 2026, the Guarantor was interested or deemed to be interested in 182,318,266 Lai Fung Shares, of which 180,600,756 Lai Fung Shares were beneficially owned by Holy Unicorn Limited, a wholly-owned subsidiary of the Guarantor, and 1,717,510 Lai Fung Shares were beneficially owned by Transtrend. As such, Dr. Lam Kin Ngok, Peter was deemed to be interested in the same 182,318,266 Lai Fung Shares (representing approximately 55.08 per cent. of the issued share capital of Lai Fung) by virtue of, in aggregate, his personal (excluding underlying shares) and deemed interests of approximate 43.85 per cent. and 55.67 per cent. in the issued share capital of LSG and the Guarantor, respectively.

**(iv) *Lai Sun MTN Limited — a subsidiary of the Guarantor***

*Long positions in the 5% guaranteed medium term notes due 2026*

| <b>Name of Director</b> | <b>Capacity</b>  | <b>Nature of interests</b> | <b>Principal amount</b> |
|-------------------------|------------------|----------------------------|-------------------------|
| Lam Kin Ngok, Peter     | Beneficial owner | Personal                   | USD13,500,000           |

Save as disclosed above, as at 31 January 2026, none of the Directors and the chief executive of the Guarantor and their respective close associates was interested or was deemed to be interested in the long and short positions in the shares, underlying shares and/or debentures of the Guarantor or any of its associated corporations, which were required to be notified to the Guarantor and the SEHK, recorded in the Register of Directors and Chief Executive, notified under the Securities Code or otherwise known by the Directors.

## **USE OF PROCEEDS**

The Notes are being issued by the Issuer to exchange for Existing Notes pursuant to the Exchange Offer. Accordingly, there are no proceeds from the issuance of the Notes.

## TERMS AND CONDITIONS

*The following, subject to modification and other than the words in italics, is the text of the Terms and Conditions which will appear on the reverse of each of the definitive certificates evidencing the Notes.*

### 1 Introduction

The issue of the U.S.\$333,879,000 8.00 per cent. guaranteed unsecured notes due 2029 (the “**Notes**”, which term shall include, unless the context requires otherwise, any further notes issued in accordance with Condition 15 (*Further Issues*) of these terms and conditions (these “**Conditions**”) and consolidated and forming a single series therewith) was authorised by a resolution of the board of directors of Lai Sun (2026) Limited (the “**Issuer**”) passed on 8 July 2026 and the guarantee of the Notes was authorised by a resolution of the board of directors of Lai Sun Development Company Limited 麗新發展有限公司 (the “**Guarantor**”) passed on 14 June 2026. A fiscal agency agreement dated on or around 28 July 2026 (the “**Issue Date**”) (as amended and/or supplemented from time to time, the “**Agency Agreement**”) has been entered into in relation to the Notes between the Issuer, the Guarantor, GLAS Trust Company LLC as fiscal agent and the agents named in it. The Notes have the benefit of a Deed of Covenant (as amended and/or supplemented from time to time, the “**Deed of Covenant**”) dated on or around the Issue Date executed by the Issuer relating to the Notes and the benefit of a Deed of Guarantee (as amended and/or supplemented from time to time, the “**Deed of Guarantee**”) dated the Issue Date executed by the Guarantor relating to the Notes. The fiscal agent, the principal paying agent, the registrar and any transfer agent for the time being are referred to below respectively as the “**Fiscal Agent**”, the “**Principal Paying Agent**”, the “**Registrar**” and the “**Transfer Agents**”. “**Agents**” means the Fiscal Agent, the Principal Paying Agent, the Registrar, the Transfer Agents and any of their respective successors and any other agent or agents appointed from time to time with respect to the Notes, and “**Paying Agents**” means any paying agents appointed from time to time pursuant to the Agency Agreement with respect to the Notes and includes the Principal Paying Agent. The Agency Agreement includes the form of the Notes.

Certain provisions of these Conditions are summaries of the Agency Agreement, the Deed of Covenant and the Deed of Guarantee and are subject to their detailed provisions. The Noteholders (as defined below) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement, the Deed of Covenant and the Deed of Guarantee applicable to them.

Copies of the Agency Agreement, the Deed of Covenant and the Deed of Guarantee are available for inspection at all reasonable times during normal business hours (9:00 a.m. (local time) to 3:00 p.m. (local time), Monday to Friday other than public holidays) (i) at the Specified Office for the time being of the Fiscal Agent (being as at the Issue Date at 3 Second Street, Suite 203, Jersey City, NJ 07311, United States of America) and (ii) electronically to a requesting Noteholder following prior written request and proof of holding and identity to the satisfaction of the Fiscal Agent.

All capitalised terms that are not defined in these Conditions will have the meanings given to them in the Agency Agreement.

### 2 Interpretation

(a) **Definitions:** In these Conditions the following expressions have the following meanings:

“**Attributable Indebtedness**” means, in respect of a Sale and Leaseback Transaction, at the time of determination, the present value, discounted at the interest rate implicit in such Sale and Leaseback Transaction, of the total obligations of the lessee for rental payments during the remaining term of the lease in such Sale and Leaseback Transaction, including any period for which such lease has been extended or may, at the option of the lessor, be extended;

**“ASP”** means, in respect of a Development Project, an agreement for sale and purchase to be entered into by the developer of that Development Project with a purchaser relating to the sale and purchase of a residential unit under that Development Project;

**“Board of Directors”** means the board of directors elected or appointed by the stockholders of the Guarantor to manage the business of the Guarantor or any committee of such board duly authorised to take the action purported to be taken by such committee;

**“Board Resolution”** means any resolution of the Board of Directors taking an action which it is authorised to take and adopted at a meeting duly called and held at which a quorum of disinterested members (if so required) was present and acting throughout or adopted by written resolution executed by every member of the Board of Directors;

**“Broadcast Drive Project”** means the property known as No.79 Broadcast Drive, Kowloon Tong, Kowloon, Hong Kong;

**“Capital Stock”** means, with respect to any Person, any and all shares, interests (including joint venture and partnership interests), participations or other equivalents (however designated, whether voting or non-voting) in equity of such Person, whether outstanding on the Issue Date or issued thereafter, including, without limitation, all Common Stock and Preferred Stock;

**“Capitalised Lease”** means, with respect to any Person, any lease of any property (whether real, personal or mixed) which, in conformity with GAAP, is required to be capitalised on the balance sheet of such Person;

**“Capitalised Lease Obligations”** means the discounted present value of the rental obligations under a Capitalised Lease;

**“CNI Call Option”** means the right granted to the CNI Purchaser under the sale and purchase documentation of the CNI Disposal and/or the shareholders agreement dated 28 May 2026 between the CNI Purchaser, the CNI Vendor and the CNI Target Company relating to the respective parties’ rights and obligations in respect of the CNI Target Company, pursuant to which the CNI Purchaser may (for so long as it holds any shares in the CNI Target Company) require the CNI Vendor to sell all (but not part only) of the shares in the CNI Target Company and the CNI Target held by the CNI Vendor;

**“CNI Disposal”** means the disposal of certain shares in the CNI Target Company by the CNI Vendor to the CNI Purchaser pursuant to the terms and conditions of the agreement of sale and purchase dated 28 May 2026 between (among others) the Guarantor, the CNI Vendor and the CNI Purchaser;

**“CNI Purchaser”** means Wave Expandary Limited, a company incorporated in the British Virgin Islands with limited liability;

**“CNI Put Option”** means the right granted to the CNI Vendor under the sale and purchase documentation of the CNI Disposal and/or the shareholders agreement dated 28 May 2026 between the CNI Vendor, the CNI Purchaser and the CNI Target Company relating to the respective parties’ rights and obligations in respect of the CNI Target Company, pursuant to which the CNI Vendor may (for so long as it holds any shares in the CNI Target Company) require the CNI Purchaser to purchase all (but not part only) of the shares in the CNI Target Company and the CNI Target held by the CNI Vendor;

**“CNI Put/Call Option Shares”** means the relevant shares in the CNI Target Company which is subject to the CNI Put Option and the CNI Call Option and represents approximately 18.27% of the Guarantor’s interest in the CNI Target Company and the CNI Target;

**“CNI Target”** means Camper & Nicholson International S.A., a société anonyme incorporated in Luxembourg;

**“CNI Target Company”** means Ample Beyond Limited, a company incorporated in the British Virgin Islands, which is a direct wholly-owned subsidiary of the CNI Vendor;

**“CNI Vendor”** means Action Charm Limited, a company incorporated in British Virgin Islands with limited liability, which is a direct wholly-owned subsidiary of the Guarantor;

**“Commodity Hedging Agreement”** means any spot, forward or option, commodity price protection agreements or other similar agreement or arrangement designed to protect against fluctuations in commodity prices;

**“Common Stock”** means, with respect to any Person, any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person’s common stock or ordinary shares, whether or not outstanding on the Issue Date, and include, without limitation, all series and classes of such common stock or ordinary shares;

**“Consent Scheme”** means the scheme for the grant of consents for the pre-sale or, preleasing and assignment of residential units as promulgated by the Government from time to time;

**“Corporation”** means MTR Corporation Limited, a company incorporated under the laws of Hong Kong with limited liability with business registration number 30958055;

**“Currency Agreement”** means any foreign exchange forward contract, currency swap agreement, currency option agreement or other similar agreement or arrangement designed to reduce or manage exposure to fluctuations in foreign exchange rates.

**“Development Project”** means (i) the Broadcast Drive Project or (ii) Kotewall Road Project;

**“Disqualified Stock”** means any class or series of Capital Stock of any Person that by its terms or otherwise is (1) required to be redeemed prior to the Maturity Date, (2) redeemable at the option of the holder of such class or series of Capital Stock at any time prior to the Maturity Date or (3) convertible into or exchangeable for Capital Stock referred to in clause (1) or (2) above or Indebtedness having a scheduled maturity prior to the Maturity Date; provided that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of a “change of control” occurring prior to the Maturity Date shall not constitute Disqualified Stock if the “change of control” provisions applicable to such Capital Stock are no more favourable to the holders of such Capital Stock than the provisions contained in Condition 7(e) (*Redemption for Change of Control*) and such Capital Stock specifically provides that such Person will not repurchase or redeem any such stock pursuant to such provision prior to the Issuer’s or the Guarantor’s repurchase of the Notes as are required to be redeemed or repurchased pursuant to Condition 7(e) (*Redemption for Change of Control*);

**“Extraordinary Resolution”** has the meaning given in the Agency Agreement;

**“Fair Market Value”** means the price that would be paid in an arm’s-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy, as determined in good faith by the Board of Directors, whose determination shall be conclusive if evidenced by a Board Resolution;

**“Fairmont St Andrews Project”** means the property known as The Fairmont Hotel and Golf Spa Resort, St Andrews Bay, located at St Andrews KY16 8PN, United Kingdom;

**“GAAP”** means generally accepted accounting principles;

**“Government”** means the Government of the Hong Kong Special Administrative Region;

**“Governmental Authority”** means any governmental, judicial, legislative, executive, administrative or regulatory authority (including any court) of any national, state, provincial or local government or any subdivision, agency, commission, office or instrumentality thereof;

**“Guarantee”** means, in relation to any indebtedness of any Person, any obligation of another Person to pay such indebtedness including (without limitation):

- (a) any obligation to purchase such indebtedness;
- (b) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such indebtedness;
- (c) any indemnity against the consequences of a default in the payment of such indebtedness; and
- (d) any other agreement to be responsible for such indebtedness;

**“Guarantee of the Notes”** means the guarantee of the Notes given by the Guarantor in the Deed of Guarantee;

**“Hedging Obligation”** of any Person means the obligations of such Person pursuant to any Commodity Hedging Agreement, Currency Agreement or Interest Rate Agreement.

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“Indebtedness”** means, with respect to any Person at any date of determination (without duplication):

- (a) all indebtedness of such Person for borrowed money;
- (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;
- (c) all obligations of such Person in respect of letters of credit, bankers’ acceptances or other similar instruments;
- (d) all obligations of such Person to pay the deferred and unpaid purchase price of property or services, except Trade Payables;
- (e) all Capitalised Lease Obligations and Attributable Indebtedness;
- (f) all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; provided that the amount of such Indebtedness shall be the lesser of (a) the Fair Market Value of such asset at such date of determination and (b) the amount of the Indebtedness so secured;
- (g) all Indebtedness of other Persons guaranteed by such Person, to the extent such Indebtedness is guaranteed by such Person;
- (h) to the extent not otherwise included in this definition, Hedging Obligations; and
- (i) all Disqualified Stock issued by such Person valued at the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price plus accrued dividends;

**“Interest Rate Agreement”** means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement designed to reduce or manage exposure to fluctuations in interest rates;

**“July 2026 Notes”** means 5.00 per cent. Guaranteed Notes due 2026 issued by the Issuer and guaranteed by the Guarantor (ISIN: XS2368038050);

**“Kotewall Road Project”** means No.1 Kotewall Road, Mid-Levels, Hong Kong;

**“Leadenhall Project”** means the freehold property known as 100 Leadenhall Street, 106 Leadenhall Street, and 107 Leadenhall Street, which is located at London EC3, United Kingdom;

**“Lien”** means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof or any agreement to create any mortgage, pledge, security interest, lien, charge, easement or encumbrance of any kind);

**“Listed Subsidiaries”** means any of the Guarantor’s Subsidiaries which, from time to time, are listed on The Stock Exchange of Hong Kong Limited or any other equivalent stock exchange (including any of their Subsidiaries from time to time) and each, a **“Listed Subsidiary”**;

**“Material Subsidiary”** means any Subsidiary of the Guarantor:

- (a) whose gross revenue (consolidated in the case of a Subsidiary which itself has consolidated Subsidiaries) or whose gross assets (consolidated in the case of a Subsidiary which itself has consolidated Subsidiaries) represent not less than 10.0 per cent. of the consolidated gross revenue, or, as the case may be, the consolidated gross assets of the Guarantor and its Subsidiaries taken as a whole, all as calculated respectively by reference to the latest audited or reviewed financial statements (consolidated or, as the case may be, unconsolidated) of the Subsidiary and the then latest audited or reviewed consolidated financial statements of the Guarantor, **provided that:**
  - (i) in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited or reviewed consolidated financial statements of the Guarantor relate for the purpose of applying each of the foregoing tests, the reference to the Guarantor’s latest audited or reviewed consolidated financial statements shall be deemed to be a reference to such audited or reviewed financial statements as if such Subsidiary had been shown therein by reference to its then latest relevant audited or reviewed financial statements, adjusted as deemed appropriate by the auditor for the time being, after consultation with the Guarantor;
  - (ii) if at any relevant time in relation to the Guarantor or any Subsidiary no financial statements are prepared and audited, its gross revenue and gross assets (consolidated, if applicable) shall be determined on the basis of pro forma consolidated financial statements (consolidated, if applicable) prepared for this purpose; and
  - (iii) if the financial statements of any Subsidiary (not being a Subsidiary referred to in proviso (i) above) are not consolidated with those of the Guarantor, then the determination of whether or not such Subsidiary is a Material Subsidiary shall be based on a pro forma consolidation of its financial statements (consolidated, if appropriate) with the consolidated financial statements (determined on the basis of the foregoing) of the Guarantor; or

- (b) to which is transferred all or substantially all of the business, undertaking and assets of another Subsidiary which immediately prior to such transfer is a Material Subsidiary, whereupon (A) in the case of a transfer by a Material Subsidiary, the transferor Material Subsidiary shall immediately cease to be a Material Subsidiary and (B) the transferee Subsidiary shall immediately become a Material Subsidiary, **provided that** on or after the date on which the relevant financial statements for the financial period current at the date of such transfer are published, whether such transferor Subsidiary or such transferee Subsidiary is or is not a Material Subsidiary shall be determined pursuant to the provisions of paragraph (a) above.

A report by two of the directors of the Guarantor that in their opinion (making such adjustments (if any) as they shall deem appropriate) a Subsidiary is or is not or was or was not at any particular time or during any particular period a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Issuer, the Guarantor and the Noteholders;

**“Overseas Project”** means (i) the Leadenhall Project, (ii) the Fairmont St Andrews Project or (iii) the CNI Put/Call Option Shares;

**“Payment Business Day”** means a day (other than a Saturday, Sunday or public holiday) on which banks and foreign exchange markets are generally open for business and settlement of U.S. dollars payments in New York City, London, Hong Kong and the place in which the Specified Office of the Fiscal Agent is located;

**“Person”** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

**“PRC”** means the People’s Republic of China, excluding for present purposes Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

**“Preferred Stock”** as applied to the Capital Stock of any Person means Capital Stock of any class or classes that by its term is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation, winding up or dissolution of such Person, over any other class of Capital Stock of such Person;

**“Presale Consent”** means, in respect of a Development Project, a presale consent in respect of that Development Project granted by the Director of Lands of the Government;

**“Relevant Date”** means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

**“Relevant Indebtedness”** means any indebtedness which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market) having an original maturity of more than one year from its date of issue but shall not include indebtedness under any secured transferable loan facility (which term shall, for the avoidance of doubt, mean any agreement for or in respect of indebtedness for borrowed money entered into with one or more banks and/or financial institutions whereunder rights and (if any) obligations may be assigned and/or transferred);

**“Reserved Matter”** means any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes, to amend the percentage of Notes outstanding required to call an Event of Default, to amend the terms of the Guarantee of the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

**“Sale and Leaseback Transaction”** means any direct or indirect arrangement relating to property (whether real, personal or mixed), now owned or hereafter acquired whereby the Issuer or the Guarantor transfers such property to another Person and the Issuer or the Guarantor leases it from such Person.

**“Security Interest”** means any mortgage, charge, pledge, lien or other security interest, including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

**“Southside Deductible Costs”** shall have the meaning given to the term “Deductible Costs” in the Southside Development Agreement;

**“Southside Developer”** means Kayson Limited, a company incorporated in Hong Kong with limited liability and with business registration number 67640300;

**“Southside Developer’s Entitlement”** means collectively:

- (a) the following moneys which the Southside Developer is entitled to receive under the Southside Development Agreement, being (x) reimbursement of the Southside Deductible Costs from the Southside Disposal Proceeds and (y) the Southside Developer’s share of the Southside Surplus Proceeds;
- (b) the Southside Other Proceeds;
- (c) all accrued interest on any sum to which the Southside Developer is entitled under the Southside Development Agreement;
- (d) all other moneys to which the Southside Developer is entitled and/or which are due and payable to the Southside Developer under the Southside Development Agreement (including without limitation any debt owing by the Corporation thereunder to the Southside Developer); and
- (e) all the Southside Developer’s rights and interests in items (a) to (d) above, and all other rights, title, benefits and interest of the Southside Developer in, under and to the Southside Development Agreement.

**“Southside Development Agreement”** means the agreement dated 17 February 2021 made between (a) the Corporation, (b) the Southside Developer, (c) the Guarantor and others in relation to the development of the Southside Project, including all its annexure(s) and any modification, supplement and amendment thereto;

**“Southside Disposal Proceeds”** shall have the meaning given to such term “Disposal Proceeds” in the Southside Development Agreement;

**“Southside Other Proceeds”** means all sales and other proceeds derived from or to be received by the Southside Developer in respect of any sale, lease or other disposition of any part of the Southside

Project sold and assigned to the Southside Developer or its nominees pursuant to clause 28 of the Southside Development Agreement;

**“Southside Project”** means Deep Water Pavilia, the Southside residential development project, located in Wong Chuk Hang, Hong Kong;

**“Southside Surplus Proceeds”** shall have the meaning given to such term “Surplus Proceeds” in the Southside Development Agreement;

**“Specified Assets”** means the Development Projects, the Overseas Projects and the Southside Project;

**“Specified Asset Designated Account”** means (i) the accounts with account number 853-174019-001 (HKD Current Account), 853-174019-292 (HKD Statement Savings Account), 853-174019-201 (USD Current Account), 853-174019-274 (USD CombiNations Statement Savings Account), 853-174019-275 (EUR CombiNations Statement Savings Account), 853-174019-276 (GBP CombiNations Statement Savings Account) and 853-174019 (Time Deposits Account), as applicable, held in the name of the Issuer with The Hongkong and Shanghai Banking Corporation and/or (ii) any other bank account in Hong Kong or any other jurisdiction outside of the PRC held in the name of the Guarantor or any Wholly-Owned Subsidiary of the Guarantor that is designated by the Guarantor as the Specified Asset Designated Account and as notified to the Fiscal Agent from time to time;

**“Specified Asset Disposal”** means any sale, transfer or other disposition of any Specified Asset in one transaction or a series of related transactions, including but not limited to (i) any sale, transfer, issuance, dissolution, liquidation or other disposition of the Capital Stock of any Person holding any Specified Asset directly or indirectly or (ii) any disposal of all or any part of a Specified Asset (including, in respect of the Development Projects, any pre-sales of any part or unit forming part of such Specified Assets) except, in each case, for such sale, transfer, issuance or disposition (x) between the Guarantor and its Subsidiaries or (y) which does not result in a reduction in the Guarantor’s attributable economic interest in such Specified Asset;

**“Specified Asset Disposal Net Proceeds”** means, in respect of any Specified Asset Disposal of the Development Projects and the Overseas Projects, the gross cash proceeds of such Specified Asset Disposal and, in respect of any Specified Asset Disposal of the Southside Project, the Southside Developer’s Entitlement, in each case which is attributable to the Guarantor (based on the Guarantor’s effective holding in the Specified Asset) and actually received by the Guarantor or any of its Subsidiaries that directly or indirectly holds the Specified Asset subject of that Specified Asset Disposal, net of the following (but without double counting and/or duplication of deduction):

- (a) brokerage commissions and other fees and expenses (including fees and expenses of intermediaries and advisors and marketing and operating expenses during the normal course of project operation) related to, arising from or in connection with such Specified Asset Disposal and the application of the proceeds of such Specified Asset Disposal;
- (b) provisions for all taxes and other regulatory fees or charges (whether or not such taxes, regulatory fees or charges will actually be paid or are payable) as a result of such Specified Asset Disposal without regard to the consolidated results of operations of the Guarantor and its Subsidiaries taken as a whole;
- (c) payments made to repay Indebtedness outstanding at the time of such Specified Asset Disposal that (x) is secured by a Lien on the Specified Asset disposed of, (y) secured by a Lien on the Guarantor’s direct or indirect equity interest in such Specified Asset or (z) is

required to be paid, repaid or prepaid as a result of such sale, in each case including any refinancing, replacement, substitute and/or exchange thereof and related refinancing costs;

- (d) amounts required by any Governmental Authorities or under applicable law, rules, regulations, policies, measures (including the Consent Scheme) or which are otherwise required to be maintained (including, in respect of any Development Project, pursuant to any escrow, stakeholder or similar arrangement or under the terms of any ASP or Presale Consent for that Development Project) in a designated or restricted account or to be applied for specified purposes, which are not freely available to or disposable by the Guarantor or any of its Subsidiaries or the relevant entity which is receiving the proceeds of such Specified Asset Disposal;
- (e) appropriate amounts to be provided by the Guarantor, any Subsidiary of the Guarantor or any other relevant Person holding such Specified Asset directly or indirectly as a reserve against any liabilities associated with such Specified Asset Disposal, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Specified Asset Disposal, all as determined in conformity with GAAP; and
- (f) any general expense, operating, maintenance or construction-related costs in relation to the Specified Assets;

**“Specified Office”** has the meaning given in the Agency Agreement;

**“Subsidiary”** means, in relation to any Person (the **“first Person”**) at any particular time, any other Person (the **“second Person”**):

- (a) if the first Person owns or controls (either directly or indirectly through one or more Subsidiaries) more than 50.0 per cent. of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees of the second Person; or
- (b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles of Hong Kong or any other relevant jurisdiction, from time to time, consolidated with those of the first Person.

**“Trade Payables”** means, with respect to any Person, any accounts payable or any other indebtedness or monetary obligation to trade creditors created, assumed or guaranteed by such Person or any of its Subsidiaries arising in the ordinary course of business in connection with the acquisition of goods or services; and

**“Wholly-Owned Subsidiary”** means a Subsidiary of which all of the outstanding Capital Stock of such Subsidiary is held by a Person.

- (a) **Interpretation:** In these Conditions:

- (i) any reference to principal shall be deemed to include any additional amounts in respect of principal which may be payable under Condition 9 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (ii) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 9 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions; and

- (iii) references to Notes being “outstanding” shall be construed in accordance with the Agency Agreement.

### 3 Form, Denomination, Title and Transfer

- (a) **Denomination:** The Notes are issued in registered form and in the specified denomination of U.S.\$100,000 and integral multiples of U.S.\$1 in excess thereof.
- (b) **Title to Notes:** The Notes are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 3(d) (*Transfer of Notes*), each Certificate shall represent the entire holding of Notes by the same holder. Title to the Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the “**Register**”). In these Conditions, “**Noteholder**”, “**Holder**” and in respect of Notes, “**holder**” means the person in whose name a Note is registered in the Register (or, in the case of a joint holding, the first named thereof).

*Upon issue, the Notes will be represented by a global certificate (the “**Global Certificate**”) registered in the name of a nominee of, and deposited with a common depositary for, Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream**”). The Conditions are modified by certain provisions contained in the Global Certificate while any of the Notes are represented by the Global Certificate. See “Summary of Provisions Relating to the Notes while in Global Form”.*

*Except in the limited circumstances described in the Global Certificate, owners of interests in the Notes represented by the Global Certificate will not be entitled to receive definitive Certificates in respect of their individual holdings of Notes. The Notes are not issuable in bearer form.*

- (c) **Ownership:** The Holder of any Note shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or, on the Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.
- (d) **Transfers of Notes:** A holding of Notes may, subject to Condition 3(h) (*Closed periods*) and Condition 3(i) (*Regulations concerning transfers and registration*), be transferred in whole or in part upon the surrender (at the Specified Office of the Registrar or any Transfer Agent) of the Certificate(s) representing such Notes to be transferred, together with the form of transfer endorsed on such Certificate(s) (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. In the case of a transfer of Notes to a person who is already a holder of Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

*Transfers of interests in the Notes evidenced by the Global Certificate will be effected in accordance with the rules and procedures of the relevant clearing systems.*

- (e) **Exercise of options or partial redemption in respect of Notes:** In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent.
- (f) **Registration and delivery of Certificates:** Each new Certificate to be issued pursuant to Condition 3(e) (*Transfers of Notes*) or 3(f) (*Exercise of options or partial Redemption in respect of Notes*) shall be available for delivery within five business days of receipt of a duly completed form of transfer and surrender of the existing Certificate(s). Delivery of the new Certificate(s) shall be made at the Specified Office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer, Change of Control Put Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or Change of Control Put Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent or the Registrar (as the case may be) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 3(f) (*Registration and delivery of Certificates*), "**business day**" means a day, other than a Saturday or Sunday, on which commercial banks are generally open for business (including dealings in foreign currencies) in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.
- (g) **No charge:** Certificates, on transfer, exercise of an option or partial redemption, shall be issued and registered without charge by or on behalf of the Issuer, the Registrar or any Transfer Agent, but (i) upon payment of any tax or other governmental charges that may be imposed in relation to it; (ii) the Registrar or the relevant Transfer Agent being satisfied in its absolute discretion with the documents of title or identity of the person making the application; and (iii) the relevant Agent being satisfied that the Regulations have been complied with.
- (h) **Closed periods:** Noteholders may not require transfers to be registered (i) during the period of 15 days ending on (and including) the due date for any payment of principal or interest in respect of the Notes; (ii) during the period of 15 days ending on (and including) any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 7(c) (*Redemption for tax reasons*) or Condition 7(d) (*Redemption at the option of the Issuer*), (iii) after any such Note has been called for redemption, (iv) after a Change of Control Put Exercise Notice has been delivered in respect of the relevant Note(s) in accordance with Condition 7(e) (*Redemption for Change of Control*), or (v) during the period of seven days ending on (and including) any Record Date.
- (i) **Regulations concerning transfers and registration:** All transfers of Notes and entries on the Register are subject to and will be made in accordance with the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement (the "**Regulations**"). The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Fiscal Agent. A copy of the current regulations will be made available for inspection

in electronic copy to any Noteholder by the Registrar at all reasonable times during usual business hours (being between 9:00 a.m. (local time) and 3:00 p.m. (local time) from Monday to Friday (other than public holidays)) following prior written request and proof of holding and identity to the satisfaction of the Registrar.

#### **4 Status and Guarantee**

- (a) **Status of the Notes:** The Notes constitute direct, general, unconditional, unsubordinated and (subject to Condition 5 (*Negative Pledge*)) unsecured obligations of the Issuer which will at all times rank *pari passu* without any preference or priority among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.
- (b) **Guarantee of the Notes:** The Guarantor has in the Deed of Guarantee unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Notes. This Guarantee of the Notes constitutes direct, general, unconditional, unsubordinated and (subject to Condition 5 (*Negative Pledge*)) unsecured obligations of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

#### **5 Negative Pledge**

So long as any Note remains outstanding, neither the Issuer nor the Guarantor shall, and the Issuer and the Guarantor shall procure that none of the Guarantor's Material Subsidiaries (other than Listed Subsidiaries) will, create or permit to subsist any Security Interest upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness or Guarantee of Relevant Indebtedness without (a) at the same time or prior thereto securing the Notes equally and rateably therewith or (b) providing such other security for the Notes as may be approved by an Extraordinary Resolution of Noteholders.

#### **6 Interest**

The Notes bear interest on their outstanding principal amount from and including the Issue Date at the rate of 8.00 per cent. per annum, payable semi-annually in arrear in equal instalments on 28 January and 28 July in each year (each an "**Interest Payment Date**"), commencing on 28 January 2027.

Each Note will cease to bear interest from the due date for redemption unless, upon surrender of the Certificate representing such Note, payment of principal is improperly withheld or refused. In such event it shall continue to bear interest at such rate (both before and after judgment) until whichever is the earlier of (a) the date on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder, and (b) the date falling seven days after the Fiscal Agent has notified Noteholders of its receipt of all sums due in respect of all the Notes up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant Noteholder under these Conditions).

If interest is required to be calculated for a period of less than a complete Interest Period (as defined below), the relevant day-count fraction will be determined on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed.

In these Conditions, the period beginning on and including the Issue Date and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date is called an “**Interest Period**”.

Interest in respect of any Note shall be calculated per U.S.\$1 in principal amount of the Notes (the “**Calculation Amount**”). The amount of interest payable per Calculation Amount for any period shall (save as provided above in relation to equal instalments) be equal to the product of the rate of interest specified above, the Calculation Amount and the day-count fraction for the relevant period, rounding the resulting figure to the nearest cent (half a cent being rounded upwards).

## **7 Redemption and Purchase**

(a) **Final redemption:** Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their principal amount on 28 July 2029 (the “**Maturity Date**”), subject as provided in Condition 8 (*Payments*).

(b) **Mandatory redemption in relation to Specified Assets:**

(A) The Guarantor undertakes that (x) the consideration with respect to any Specified Asset Disposal of a Development Project or an Overseas Project will be at least equal to the Fair Market Value of such Specified Asset sold or disposed of and (y) the consideration with respect to any Specified Asset Disposal of the Southside Project will be determined in accordance with the Southside Development Agreement.

(B) The Guarantor further undertakes that:

- (i) 100% of any Specified Asset Disposal Net Proceeds with respect to the CNI Put/Call Option Shares received by it or any of its Wholly-Owned Subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;
- (ii) 50% of any Specified Asset Disposal Net Proceeds with respect to the Southside Project received by it or any of its Wholly-Owned Subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;
- (iii) 50% of any Specified Asset Disposal Net Proceeds with respect to the Broadcast Drive Project received by it or any of its Wholly-Owned Subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;
- (iv) 50% of any Specified Asset Disposal Net Proceeds with respect to the Kotewall Road Project received by it or any of its Wholly-Owned Subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt;
- (v) 50% of any Specified Asset Disposal Net Proceeds with respect to the Fairmont St Andrews Project received by it or any of its Wholly-Owned Subsidiaries after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt; and
- (vi) 50% of any Specified Asset Disposal Net Proceeds with respect to the Leadenhall Project received by it or any of its Wholly-Owned Subsidiaries

after the Issue Date will be promptly deposited into a Specified Asset Designated Account upon receipt.

- (C) Within 90 days from and including any date on which the aggregate balance of the Specified Asset Designated Account has exceeded U.S.\$20 million, the Issuer shall, on giving not less than 7 nor more than 60 days' notice to the Noteholders and the Fiscal Agent in accordance with Condition 16 (*Notices*) (which notice shall be irrevocable), apply, or procure to be applied, all funds then held in the Specified Asset Designated Account to redeem the Notes at their principal amount together with accrued and unpaid interest to the date fixed for redemption. The Issuer shall deliver or procure to be delivered to the Fiscal Agent a certificate signed by two directors of the Issuer stating that the conditions precedent to the exercise of such redemption have occurred.
- (c) **Redemption for tax reasons:** The Notes may be redeemed at the option of the Issuer in whole, but not in part at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders and the Fiscal Agent in accordance with Condition 16 (*Notices*) (which notice shall be irrevocable), at their principal amount, together with interest accrued (if any) to the date fixed for redemption, if:
- (A) (1) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 9 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Hong Kong or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the Issue Date, and (2) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or
- (B) (1) the Guarantor has or (if a demand was made under the Guarantee of the Notes) would become obliged to pay additional amounts as provided or referred to in Condition 9 (*Taxation*) or the Guarantee of the Notes, as the case may be, as a result of any change in, or amendment to, the laws or regulations of Hong Kong or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the Issue Date, and (2) such obligation cannot be avoided by the Guarantor taking reasonable measures available to it,

**provided, however, that** no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor would be obliged to pay such additional amounts if a payment in respect of the Notes were then due or (as the case may be) a demand under the Guarantee of the Notes were then made.

Prior to the publication of any notice of redemption pursuant to this Condition 7(c) (*Redemption for tax reasons*), the Issuer shall deliver or procure that there is delivered to the Fiscal Agent (1) a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (2) an opinion of independent legal or tax advisers (in form and substance satisfactory to the Fiscal Agent) of recognised standing to the effect that the Issuer or (as the case may be) the Guarantor has

or will become obliged to pay such additional amounts or has or will become obliged to make such withholding or deduction as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 7(c) (*Redemption for tax reasons*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 7(c) (*Redemption for tax reasons*).

- (d) **Redemption at the option of the Issuer:** The Issuer may, on giving not less than 7 nor more than 60 days' notice (an "**Optional Redemption Notice**") to the Noteholders and the Fiscal Agent in accordance with Condition 16 (*Notices*) (which notice shall be irrevocable) and in writing to the Fiscal Agent, redeem the Notes in whole or in part, at any time, at their principal amount, together with interest accrued (if any) to the date fixed for redemption specified in the Optional Redemption Notice.
- (e) **Redemption for Change of Control:** At any time following the occurrence of a Change of Control, the Holder of any Note will have the right, at such Holder's option, to require the Issuer to redeem all, but not in part, of such Holder's Notes on the Change of Control Put Date (as defined below) at 101.0 per cent. of their principal amount, together with accrued interest up to, but excluding, the Change of Control Put Date. To exercise such right, the Holder of the relevant Note must deposit at the Specified Office of any Paying Agent a duly completed and signed notice of redemption, in the form for the time being current, obtainable from the Specified Office of any Paying Agent (a "**Change of Control Put Exercise Notice**"), together with the Certificate evidencing the Notes to be redeemed by not later than 30 days following a Change of Control, or, if later, 30 days following the date upon which notice thereof is given to Noteholders by the Issuer in accordance with Condition 16 (*Notices*). The "**Change of Control Put Date**" shall be the fourteenth day after the expiry of such period of 30 days as referred to above.

A Change of Control Put Exercise Notice, once delivered, shall be irrevocable and the Issuer shall redeem the Notes subject to the Change of Control Put Exercise Notices delivered as aforesaid on the Change of Control Put Date.

The Issuer shall give notice to Noteholders and the Fiscal Agent in accordance with Condition 16 (*Notices*) by not later than 14 days following the first day on which it becomes aware of the occurrence of a Change of Control, which notice shall specify the procedure for exercise by holders of their rights to require redemption of the Notes pursuant to this Condition 7(e) (*Redemption for Change of Control*).

None of the Agents shall be required to monitor or to take any steps to ascertain whether a Change of Control or any event which could lead to a Change of Control has occurred or may occur and each of them shall be entitled to assume that no such event has occurred until it have received written notice to the contrary from the Issuer and none of them shall be liable to Noteholders, the Issuer, the Guarantor or any other person for any loss arising from their not doing so.

For the purposes of this Condition 7(e) (*Redemption for Change of Control*):

a "**Change of Control**" occurs when:

- (a) the Controlling Shareholder ceases to hold, directly or indirectly, at least 30.0 per cent. of the voting rights of the issued share capital of the Guarantor (where, for the purpose of this paragraph (a), "**indirectly**" means the Controlling Shareholder holds 50.0 per cent. or more of the voting rights in a corporation which itself, or with the

Controlling Shareholder, holds 30.0 per cent. or more of the voting rights in another corporation or chain of corporations and where each corporation in the chain of corporations, or with the Controlling Shareholder, holds 30.0 per cent. or more of the voting rights in the corporation immediately below such corporation and one such corporation, or with the Controlling Shareholder, holds 30.0 per cent. or more of the voting shares in the Guarantor); or

- (b) any Person or Persons, other than the Controlling Shareholder, acting together acquires or acquire Control of the Guarantor if such Person or Persons does not or do not have, and would not be deemed to have, Control of the Guarantor on the Issue Date; or
- (c) the Guarantor consolidates with or merges into or sells or transfers all or substantially all of its assets to any other Person, unless the consolidation, merger, sale or transfer will not result in the other Person or Persons acquiring Control over the Guarantor or the successor entity;

**“Control”** means the acquisition or control of more than 30.0 per cent. of the voting rights of the issued share capital of the Guarantor or the right to appoint and/or remove all or the majority of the members of the Guarantor’s board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise and the terms **“Controlling”** and **“Controlled”** shall have meanings correlative to the foregoing;

**“Controlling Shareholder”** means the aggregate shareholdings of Dr. Lam Kin Ngok, Peter (**“Dr. Peter Lam”**) and:

- (a) any heir, estate, lineal descendant (or spouse thereof), spouse or parent of Dr. Peter Lam; and
- (b) any trust, corporation, partnership or other entity, of which the direct or indirect beneficiaries, equity holders, partners, owners or Persons are Dr. Peter Lam and/or such other Persons referred to in paragraph (a) above; and

a **“Person”**, as used in this Condition 7(e) (*Redemption for Change of Control*), includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity).

*So long as the Notes are represented by the Global Certificate, the right of Noteholders to redemption of the Notes following the occurrence of a Change of Control will be effected in accordance with the rules of the relevant clearing systems.*

- (f) **Notice of redemption:** All Notes in respect of which any notice of redemption is given under this Condition 7 (*Redemption and Repurchase*) shall be redeemed on the date specified in such notice in accordance with Condition 8 (*Payments*). If there is more than one notice of redemption given in respect of any Note (which shall include any notice given by the Issuer pursuant to 7(b) (*Mandatory redemption in relation to Specified Assets*), 7(c) (*Redemption for tax reasons*) or 7(d) (*Redemption at the option of the Issuer*) and any Change of Control Put Exercise Notice given by a Noteholder pursuant to Condition 7(e) (*Redemption for Change of Control*)), the notice given first in time shall prevail and in the event of two notices being given on the same date, the first to be given shall prevail. None of the Agents shall be responsible for calculating or verifying any calculations of any amounts payable under any

notice of redemption or have a duty to verify the accuracy, validity and/or genuineness of any documents in relation to or in connection thereto, and none of them shall be liable to the Noteholders, the Issuer, the Guarantor or any other person for not doing so.

- (g) **Partial redemption:** If the Notes are to be redeemed in part only on any date in accordance with Condition 7(b) (*Mandatory redemption in relation to Specified Assets*) and Condition 7(d) (*Redemption at the option of the Issuer*), each Note shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Notes to be redeemed on the relevant redemption date bears to the aggregate principal amount of outstanding Notes on such date, to the extent practicable.

*Notwithstanding the foregoing, so long as the Global Certificate is held on behalf of Euroclear, Clearstream or any other clearing system through which the Notes are held, the selection of Notes for redemption under Condition 7(g) (Partial redemption) shall be effected in accordance with the rules of the relevant clearing system.*

- (h) **Purchase:** The Issuer, the Guarantor or any of their respective Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price.
- (i) **Cancellation:** All Certificates representing Notes redeemed or purchased by or on behalf of the Issuer, the Guarantor or any of their respective Subsidiaries may be surrendered for cancellation to the Registrar and, upon surrender thereof, all such Notes shall be cancelled forthwith. Any Certificates so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer and the Guarantor in respect of any such Notes shall be discharged.

## 8 Payments

- (a) **Principal:** Payments of principal shall be made (subject to surrender of the relevant Certificates at the Specified Office of any Transfer Agent or of the Registrar if no further payment falls to be made in respect of the Notes represented by such Certificates) in the same manner as payments of interest provided in paragraph (b) below.
- (b) **Interest:** Payments of interest on each Note shall be made in U.S. dollars by wire transfer to the registered account of the Noteholder. For the purposes of this Condition 8(b) (*Payments*), a Noteholder's "**registered account**" means the U.S. dollar denominated account maintained by or on behalf of it with a bank, details of which appear on the Register at the close of business on the Record Date.

*Notwithstanding the foregoing, so long as the Global Certificate is held on behalf of Euroclear, Clearstream or any other clearing system through which the Notes are held, each payment in respect of the Global Certificate will be made to or to the order of the person shown as the holder of the Global Certificate in the Register at the close of business of the relevant clearing system on the Clearing System Business Day before the due date for such payments, where "**Clearing System Business Day**" means a weekday (Monday to Friday, inclusive) except 25 December and 1 January.*

- (c) **Payments subject to fiscal laws:** All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 9 (*Taxation*). No commissions or expenses shall be charged to the Noteholders in respect of such payments and any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S.

Internal Revenue Code of 1986, as amended (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 9 (*Taxation*)) any law implementing an intergovernmental approach thereto.

- (d) **Payments on business days:** Where payment is to be made by transfer to an account in U.S. dollars, payment instructions (for value the due date, or if that is not a Payment Business Day, for value the first following day which is a Payment Business Day) will be initiated or, in the case of payments of principal where the relevant Certificate has not been surrendered at the Specified Office of any Transfer Agent or of the Registrar, on a day on which the Fiscal Agent is open for business and on which the relevant Certificate is surrendered. Noteholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due on a Note if the due date is not a Payment Business Day, if the Noteholder is late in surrendering or cannot surrender its Certificate (if required to do so) or if a cheque mailed in accordance with Condition 8(b) (*Interest*) arrives after the due date for payment.
- (e) **Partial payments:** If a Paying Agent makes a partial payment in respect of any Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Certificate, that a statement indicating the amount and the date of such payment is endorsed or enfaced, as the case may be, on the relevant Certificate.
- (f) **Record date:** Each payment in respect of a Note will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar’s Specified Office on the fifteenth day before the due date for such payment (the “**Record Date**”).

## 9 Taxation

- (a) **Gross up:** All payments of principal and interest in respect of the Notes by or on behalf of the Issuer or the Guarantor shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Hong Kong or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer or (as the case may be) the Guarantor shall pay such additional amounts as will result in receipt by the Noteholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note:
  - (i) held by or on behalf of a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note; or
  - (ii) where the relevant Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the Holder of such Note would have been entitled to such additional amounts on presenting or surrendering such Certificate for payment on the last day of such period of 30 days.

- (b) **Taxing jurisdiction:** If the Issuer or the Guarantor becomes subject at any time to any taxing jurisdiction other than Hong Kong, references in these Conditions to Hong Kong shall be construed as references to Hong Kong and/or such other jurisdiction.
- (c) None of the Agent in any event shall be responsible for paying any tax, duty, charges, assessments, government charges, withholding or other payment referred to in this Condition 9 (*Taxation*) or otherwise in connection with the Notes or for determining whether such amounts are payable or the amount thereof, and none of them shall be responsible or liable for any failure by the Issuer, the Guarantor, any Noteholder or any other party to pay such tax, duty, charges, assessments, government charges, withholding or other payment in any jurisdiction or be responsible to provide any notice or information in relation to the Notes in connection with payment of such tax, duty, charges, assessments, government charges, withholding or other payment imposed by or in any jurisdiction, including without limitation any notice or information that would permit, enable or facilitate the payment of any principal, premium (if any), interest or other amount under or in respect of the Notes without deduction or withholding for or on account of any tax, duty, charges, assessments, government charges, withholding or other payment imposed by or in any jurisdiction.

## 10 Events of Default

If any of the following events occurs (each such event an “**Event of Default**”):

- (a) **Non-payment:** the Issuer fails to pay any amount of principal in respect of the Notes within three days of the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within seven days of the due date for payment thereof; or
- (b) **Breach of other obligations:** the Issuer or the Guarantor defaults in the performance or observance of any of its other obligations under or in respect of the Notes, the Deed of Covenant or the Guarantee of the Notes and such default remains unremedied for 30 days after written notice thereof, addressed to the Issuer and the Guarantor by any Noteholder, has been delivered to the Issuer and the Guarantor or to the Specified Office of the Fiscal Agent; or
- (c) **Cross-acceleration of Issuer, Guarantor or Material Subsidiary:**
  - (i) any indebtedness of the Issuer, the Guarantor or any of their respective Material Subsidiaries (other than Listed Subsidiaries) is not paid when due or (as the case may be) within any originally applicable grace period;
  - (ii) any such indebtedness becomes due and payable prior to its stated maturity otherwise than at the option of the Issuer, the Guarantor or (as the case may be) the relevant Material Subsidiary (other than Listed Subsidiaries) or (**provided that** no event of default, howsoever described, has occurred) any Person entitled to such indebtedness; or
  - (iii) the Issuer, the Guarantor or any of their respective Material Subsidiaries (other than Listed Subsidiaries) fails to pay when due any amount payable by it under any Guarantee of any indebtedness,

**provided that** the amount of indebtedness referred to in sub-paragraph (i) and/or sub-paragraph (ii) above and/or the amount payable under any Guarantee referred to in sub-paragraph (iii) above, individually or in the aggregate, exceeds U.S.\$15.0 million (or its equivalent in any other currency or currencies); or

- (d) **Unsatisfied judgment:** one or more judgment(s) or order(s) for the payment of an individual amount in excess of U.S.\$15.0 million (or its equivalent in any other currency or currencies) is rendered against the Issuer, the Guarantor or any of their Material Subsidiaries and continue(s) unsatisfied and unstayed for a period of 30 days after the date(s) thereof or, if later, the date therein specified for payment; or
- (e) **Security enforced:** a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or any substantial part of the undertaking, assets and revenues of the Issuer, the Guarantor or any Material Subsidiary; or
- (f) **Insolvency, etc.:** (i) the Issuer, the Guarantor or any Material Subsidiary becomes insolvent or is unable to pay its debts as they fall due, (ii) an administrator or liquidator of the Issuer, the Guarantor or any Material Subsidiary or the whole or a substantial part of the undertaking, assets and revenues of the Issuer, the Guarantor or any Material Subsidiary is appointed (or application for any such appointment is made), or (iii) the Issuer, the Guarantor or any Material Subsidiary takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its indebtedness or any Guarantee of any indebtedness given by it; or
- (g) **Winding up, etc.:** an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer, the Guarantor or any Material Subsidiary (otherwise than, in the case of a Subsidiary of the Issuer or a Subsidiary of the Guarantor, for the purposes of or pursuant to an amalgamation, reorganisation or restructuring while solvent) or the Issuer, the Guarantor or any Material Subsidiary ceases to carry on all or substantially all of its business (otherwise than, in the case of a Subsidiary of the Issuer or a Subsidiary of the Guarantor, for the purposes of or pursuant to an amalgamation, reorganisation or restructuring while solvent or as a result of disposal on arm's length terms or as approved by an Extraordinary Resolution of the Noteholders); or
- (h) **Analogous event:** any event occurs which under the laws of Hong Kong has an analogous effect to any of the events referred to in Conditions 10(d) (*Unsatisfied judgment*) to 10(g) (*Winding up, etc.*); or
- (i) **Failure to take action etc.:** any action, condition or thing at any time required to be taken, fulfilled or done in order (i) to enable the Issuer and the Guarantor lawfully to enter into, exercise their respective rights and perform and comply with their respective obligations under and in respect of the Notes, the Deed of Covenant and the Deed of Guarantee, (ii) to ensure that those obligations are legal, valid, binding and enforceable and (iii) to make the Notes, the Deed of Covenant or the Deed of Guarantee admissible in evidence in the courts of Hong Kong is not taken, fulfilled or done; or
- (j) **Unlawfulness:** it is or will become unlawful for the Issuer or the Guarantor to perform or comply with any of its obligations under or in respect of the Notes, the Deed of Covenant or the Deed of Guarantee; or
- (k) **Guarantee not in force:** the Guarantee of the Notes is not (or is claimed by the Guarantor not to be) in full force and effect; or
- (l) **Government intervention:** (i) all or any substantial part of the undertaking, assets and revenues of the Issuer, the Guarantor or any of their respective Material Subsidiaries is condemned, seized or otherwise appropriated by any Person acting under the authority of any national,

regional or local government or (ii) the Issuer, the Guarantor or any Material Subsidiary is prevented by any such Person from exercising normal control over all or any substantial part of its undertakings, assets and revenues; or

- (m) **Controlling shareholder:** the Issuer ceases to be a wholly-owned Subsidiary of the Guarantor, then Noteholders holding not less than 5.0 per cent. of the aggregate principal amount of the outstanding Notes may, by written notice addressed to the Issuer and the Guarantor and copied to the Fiscal Agent and delivered to the Issuer and the Guarantor with a copy to the Fiscal Agent, declare the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their principal amount together with accrued interest without further action or formality. Notice of any such declaration shall promptly be given by the Issuer to all other Noteholders.

The Agents need not do anything to ascertain whether any Event of Default or a Change of Control or any event which could lead to the occurrence of a Change of Control or Event of Default has occurred and will not be responsible to Noteholders or any other person for any loss arising from any failure by them to do so, and, unless and until the Agents otherwise have notice in writing to the contrary, the Agents may assume that (i) no such event has occurred and (ii) the Issuer is performing all of its obligations under the Agency Agreement and the Conditions.

## **11 Prescription**

Claims against the Issuer or the Guarantor for payment in respect of the Notes shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

## **12 Replacement of Certificate**

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations or other relevant regulatory authority regulations, at the Specified Office of the Registrar or such other Transfer Agent as may from time to time be designated by the Issuer for that purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require (provided that the requirement is reasonable in light of prevailing market practice). Mutilated or defaced Certificates must be surrendered before replacements will be issued.

## **13 Agents**

In acting under the Agency Agreement and in connection with the Notes, the Agents act solely as agents of the Issuer and the Guarantor and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Agents and their initial Specified Offices are listed below. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of any Agent and to appoint a successor fiscal agent or registrar and additional or successor paying agents; **provided, however, that:**

- (a) the Issuer and the Guarantor shall at all times maintain a fiscal agent and a registrar; and
- (b) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which

requires the appointment of a Paying Agent and/or a Transfer Agent in any particular place, the Issuer and the Guarantor shall maintain a Paying Agent and/or a Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Agents or in their Specified Offices shall promptly be given by the Issuer to the Noteholders.

#### **14 Meetings of Noteholders; Modification and Waiver**

- (a) **Meetings of Noteholders:** The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and the Guarantor (acting together) and shall be convened by them upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; **provided, however, that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more persons holding or representing not less than two thirds or, at any adjourned meeting, one third of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders, whether present or not.

In addition, (i) a resolution in writing signed by or on behalf of the Holders of not less than 90.0 per cent. of the aggregate principal amount of Notes outstanding will take effect as if it were an Extraordinary Resolution, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders (a “**Written Resolution**”) and (ii) a resolution passed by way of electronic consents through the clearing systems by or on behalf of the Holders of not less than 90.0 per cent. of the aggregate principal amount of Notes outstanding (an “**Electronic Consent**”) with the effect as if it were an Extraordinary Resolution, in each case whether or not relating to a Reserved Matter.

A Written Resolution and/or an Electronic Consent will be binding on all Holders whether or not they participated in such Written Resolution and/or Electronic Consent, as the case may be.

- (b) **Modification:** The Notes, these Conditions, the Deed of Covenant and the Deed of Guarantee may be amended without the consent of the Noteholders to correct a manifest error, make a modification that is of a formal, minor or technical nature, or make a modification that is not materially prejudicial to the interests of the Noteholders. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer and the Guarantor shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of the Issuer and the Guarantor, not materially prejudicial to the interests of the Noteholders. None of the Agents shall have any responsibility or liability whatsoever with respect to such determination.

## 15 Further Issues

The Issuer may from time to time without the consent of the Noteholders create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and the first payment of interest on them) so as to form a single series with the Notes (including any notes issued upon conversion of the July 2026 Notes in accordance with the terms thereof). References in these Conditions to the Notes include (unless the context requires otherwise) any further notes issued pursuant to this Condition 15 (*Further Issues*) and forming a single series with the Notes.

## 16 Notices

Notices to the Holders of the Notes shall be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail (at the Issuer's, failing which, the Guarantor's expense) at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day after the date of mailing.

*So long as the Notes are evidenced by the Global Certificate and the Global Certificate is held on behalf Euroclear, Clearstream or an alternative clearing system, notices to the Holders of the Notes shall be validly given by the delivery of the relevant notice to Euroclear, Clearstream or the alternative clearing system, for communication by it to entitled accountholders, in substitution for notification as required by the Conditions.*

## 17 Currency Indemnity

If any sum due from the Issuer in respect of the Notes or any order or judgment given or made in relation thereto has to be converted from the currency (the “**first currency**”) in which the same is payable under these Conditions or such order or judgment into another currency (the “**second currency**”) for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

## 18 Governing Law and Jurisdiction

- (a) **Governing law:** The Notes, the Guarantee of the Notes and any non-contractual obligations arising out of or in connection with the Notes and the Guarantee of the Notes are governed by English law.
- (b) **English courts:** The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”) arising out of or in connection with the Notes and the Guarantee of the Notes (including any non-contractual obligation arising out of or in connection with the Notes and the Guarantee of the Notes).

- (c) **Appropriate forum:** The Issuer and the Guarantor agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.
- (d) **Rights of the Noteholders to take proceedings outside England:** Condition 18(b) (*English courts*) is for the benefit of the Noteholders only. As a result, nothing in this Condition 18 (*Governing Law and Jurisdiction*) prevents any Noteholder from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.
- (e) **Process agent:** Each of the Issuer and the Guarantor agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to COGENCY GLOBAL (UK) LIMITED at 6 Lloyds Avenue, Unit 4CL, London EC3N 3AX, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of each of the Issuer or the Guarantor, the Issuer or, as the case may be, the Guarantor shall, on the written demand of any Noteholder addressed and delivered to the Issuer or, as the case may be, the Guarantor or to the Specified Office of the Fiscal Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer or, as the case may be, the Guarantor and delivered to the Issuer or, as the case may be, the Guarantor or to the Specified Office of the Fiscal Agent. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition 18(e) (*Process agent*) applies to Proceedings in England and to Proceedings elsewhere.
- (f) **Consent to enforcement etc.:** Each of the Issuer and the Guarantor consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings, including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which is made or given in such Proceedings.
- (g) **Waiver of immunity:** To the extent that the Issuer or the Guarantor may in any jurisdiction claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to the Issuer, the Guarantor or their respective assets or revenues, each of the Issuer and the Guarantor agrees not to claim and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

## **SUMMARY OF PROVISIONS RELATING TO THE NOTES IN GLOBAL FORM**

*The Global Certificate contains provisions which apply to the Notes while they are in global form, some of which modify the effect of the Terms and Conditions set out in this Offering Circular. The following is a summary of certain of those provisions.*

*Terms defined in the Terms and Conditions set out in this Offering Circular have the meanings in the paragraphs below.*

The Notes will be represented by a Global Certificate which will be registered in the name of a nominee of, and deposited with, a common depositary on behalf of Euroclear and Clearstream and/or any other clearing system.

Under the Global Certificate, the Issuer, for value received, will promise to pay to the Holder, in respect of each Note represented by the Global Certificate, the redemption amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Terms and Conditions (or to pay such other amounts of principal on such dates as may be specified), and to pay interest on each such Note on the dates and in the manner specified in the Terms and Conditions, together with any additional amounts payable in accordance with the Terms and Conditions, all subject to and in accordance with the Terms and Conditions.

Owners of interests in the Notes in respect of which the Global Certificate is issued will be entitled to have title to the Notes registered in their names and to receive individual definitive certificates if either Euroclear or Clearstream or any other clearing system (an “Alternative Clearing System”) is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business.

Individual definitive certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Certificate. Such exchange will be effected in accordance with the provisions of the Fiscal Agency Agreement and the regulations concerning the transfer and registration of the Notes scheduled thereto and, in particular, shall be effected without charge to any holder of the Notes, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

The Issuer will cause sufficient individual definitive certificates to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Noteholders. A person with an interest in the Notes in respect of which the Global Certificate is issued must provide the Registrar not less than 30 days’ notice at its specified office of such holder’s intention to effect such exchange and a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such individual definitive certificates.

In addition, the Global Certificate will contain provisions which modify the Terms and Conditions as they apply to the Notes evidenced by the Global Certificate. The following is a summary of certain of those provisions.

### **PAYMENT**

So long as the Notes are represented by a Global Certificate, each payment in respect of a Global Certificate will be made to the person shown as the holder of the Notes in the Register at the close of business (of the relevant clearing system) on the Clearing System Business Day immediately prior to the due date for such payments, where “Clearing System Business Day” means Monday to Friday inclusive except 25 December and 1 January.

## **CALCULATION OF INTEREST**

So long as the Notes are represented by a Global Certificate and such Global Certificate is held on behalf of a clearing system, the Issuer has promised, inter alia, to pay interest in respect of such Notes from the Issue Date in arrear at the rates, on the dates for payment, and in accordance with the method of calculation provided for in the Terms and Conditions, save that the calculation is made in respect of the total aggregate amount of the Notes represented by such Global Certificate.

## **NOTICES**

So long as the Notes are represented by a Global Certificate and a Global Certificate is held on behalf of Euroclear or Clearstream or any Alternative Clearing System, notices to Noteholders shall be given by delivery of the relevant notice to Euroclear or Clearstream or such Alternative Clearing System, for communication by it to accountholders entitled to an interest in the Notes in substitution for notification as required by the Terms and Conditions.

## **MEETINGS**

For the purposes of any meeting of Noteholders, the holder of the Notes represented by the Global Certificate shall (unless such Global Certificate represents only one Note) be treated as two persons for the purposes of any quorum requirements of a meeting of Noteholders and as being entitled to one vote in respect of each U.S.\$1 in principal amount of the Notes for which the Global Certificate is issued.

## **NOTEHOLDER'S REDEMPTION**

The Noteholder's redemption option in Condition 7(e) (*Redemption for Change of Control*) of the Terms and Conditions may be exercised by the holder of the Global Certificate giving notice to any Paying Agent of the principal amount of Notes in respect of which the option is exercised within the time limits specified in the Terms and Conditions.

## **ISSUER'S REDEMPTION**

The option of the Issuer provided for in Condition 7(c) (*Redemption for Tax Reasons*) and Condition 7(d) (*Redemption at the option of the Issuer*) of the Terms and Conditions shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Terms and Conditions.

## **TRANSFERS**

Transfers of interests in the Notes will be effected through the records of Euroclear and Clearstream (or any Alternative Clearing System) and their respective participants in accordance with the rules and procedures of Euroclear and Clearstream (or any Alternative Clearing System) and their respective direct and indirect participants.

## **CANCELLATION**

Cancellation of any Notes by the Issuer following its redemption or purchase by the Issuer or the Guarantor will be effected by a reduction in the principal amount of the Notes in the register of Noteholders.

## TRANSFER RESTRICTIONS

**The distribution of this Offering Circular or any offering material and the offering, sale or delivery of the Notes is restricted by law in certain jurisdictions. Therefore, persons who may come into possession of this Offering Circular or any offering material are advised to consult with their own legal advisers as to what restrictions may be applicable to them and to observe such restrictions. This Offering Circular may not be used for the purpose of an offer or invitation in any circumstances in which such offer or invitation is not authorised. No action has been taken or will be taken in any jurisdiction that would permit a public offering of the Notes, or possession or distribution of this Offering Circular or any amendment or supplement thereto or any other offering or publicity material relating to the Notes, in any country or jurisdiction where action for that purpose is required.**

### **United States**

The Notes and the Guarantee have not been and will not be registered under the U.S. Securities Act of 1933 (the “Securities Act”), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act (“Regulation S”).

The Notes and the Guarantee have not been offered or sold (i) as part of their distribution at any time or (ii) otherwise will not be offered or sold until 40 days after the later of the commencement of the offering and the Issue Date, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells the Notes and the Guarantee during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes and the Guarantee within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes and the Guarantee are being offered and sold outside of the United States to non-U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering of the Notes and the Guarantee, an offer or sale of the Notes and the Guarantee within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

### **United Kingdom**

The communication of this Offering Circular by the Guarantor and any other documents or materials relating to the Notes is not being made, and such documents and/or materials have not been approved, by an authorised person for the purposes of section 21 of the Financial Services and Markets Act 2000 (the “FSMA”). Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. The communication of such documents and/or materials is exempt from the restriction on financial promotions under section 21 of the FSMA on the basis that it is only directed at and may be communicated to (1) persons who have professional experience in matters relating to investments, being investment professionals as defined in Article 19 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “FPO”); (2) persons who fall within Article 49 of the FPO (“high net worth companies, unincorporated associations etc.”); or (3) any other persons to whom these documents and/or materials may lawfully be communicated. Any investment or investment activity to which this Offering Circular relates is available only to such persons or will be engaged only with such persons and other persons should not rely on it.

### ***Prohibition of offers under the POATRS***

In relation to the United Kingdom, the Notes which are the subject of this Offering Circular have not been and will not be offered to the public in the United Kingdom except:

- (a) to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRS;
- (b) to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRS) in the United Kingdom, subject to obtaining the prior consent of the relevant manager or managers nominated by the Issuer for any such offer; or
- (c) in any other circumstances falling within Part 1 of Schedule 1 to the POATRS,

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes and the expression “**POATRS**” means the Public Offers and Admissions to Trading Regulations 2024.

### ***Other regulatory restrictions in the UK***

Any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) in connection with the Offering Circular and any other documents or materials relating to the Notes may only be communicated or caused to be communicated in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor.

All applicable provisions of the FSMA must be complied with in respect of anything done by any person in relation to any Notes in, from or otherwise involving the UK.

### ***Public offer selling restriction under the Prospectus Regulation***

In relation to each Member State of the European Economic Area, the Notes which are the subject of this Offering Circular have not been and will not be offered to the public in that Member State other than:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant manager or managers nominated by the Issuer for any such offer; or
- (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes shall require the Issuer or any manager to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression “**Prospectus Regulation**” means Regulation (EU) 2017/1129, as amended.

### ***People’s Republic of China***

The Notes are not being offered or sold and may not be offered or sold, directly or indirectly in the People’s Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities laws of the People’s Republic of China.

**Hong Kong**

The Notes have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance.

No advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) has been issued or will be issued, whether in Hong Kong or elsewhere, other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

**Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948) (the “FIEA”) and may not be offered or sold directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

**Singapore**

This Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)) under Section 274 of the SFA, or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

## GENERAL INFORMATION

1. **Clearing System:** The Notes have been accepted for clearance through Euroclear and Clearstream under the following codes: Common Code 343524358 and ISIN XS3435243582;
2. **Authorisations:** The Issuer and the Guarantor have obtained necessary corporate consents, approvals and authorisations in connection with the issue, entering into and performance of its obligations under the Notes and the giving of the Guarantee relating to them. The issue of the Notes and the giving of the Guarantee were authorised by the resolutions of the board of directors of the Issuer dated 8 July 2026 and by the written resolutions of the board of directors of the Guarantor dated 14 June 2026.
3. **Litigation:** None of the Issuer, the Guarantor and any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer or the Guarantor is aware), which may have, or have had during the 12 months prior to the date of this Offering Circular, a significant effect on the financial position or profitability of the Issuer, the Guarantor or the Group.
4. **Significant / Material Change:** Save as disclosed herein, since 31 January 2026, there has been no material adverse change in the financial position or prospects of the Group.
5. **Available Documents:** Copies of the Consolidated Financial Statements and the Agency Agreement relating to the Notes will be available for inspection from the Issue Date upon prior written request and proof of holding and identity satisfactory to the Fiscal Agent (i) at the specified office of the Fiscal Agent (being as at the date of issue of the Notes at 3 Second Street, Suite 203, Jersey City, NJ 07311, United States of America) from time to time, at all reasonable times during normal business hours (being between 9:00 a.m. and 3:00 p.m. (local time), Monday to Friday other than public holidays) and (ii) electronically to a requesting Noteholder, so long as any Note is outstanding.
6. **Listing of Notes:** Application will be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Notes by way of debt issues to Professional Investors only and such permission is expected to become effective on or about 29 July 2026.
7. **LEI:** The Issuer's LEI code is 2549002F8Z4BTDCNKY89.

**ISSUER**

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**GUARANTOR**

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*To the Issuer and the Guarantor  
as to Hong Kong law and English law*

**Linklaters**

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**FISCAL AGENT, PRINCIPAL PAYING AGENT, REGISTRAR AND  
TRANSFER AGENT**

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