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Future Bright Holdings Limited

佳景集團有限公司*

(incorporated in Bermuda with limited liability)

(Stock Code: 703)

DISCLOSEABLE TRANSACTIONS IN RELATION TO THE RENOVATION CONTRACTS

INTRODUCTION

The Board announces that (i) on 15 June 2026, Chun Ieng, a wholly-owned subsidiary of the Company, entered into the Renovation Contract I with the Contractor, pursuant to which the Contractor shall undertake the Renovation Works I at the Site; and (ii) on 3 September 2026 (after trading hours), Chun Ieng entered into the Renovation Contract II with the Contractor, pursuant to which the Contractor shall undertake the Renovation Works II at the Site.

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

LISTING RULES IMPLICATIONS

The Renovation Works carried out under the Renovation Contracts will be capitalised as property, plant and equipment of the Group. Accordingly, the entering into of each of the Renovation Contracts constitutes an acquisition of assets by the Group under Chapter 14 of the Listing Rules.

As all applicable percentage ratios (as defined under the Listing Rules) in respect of the Renovation Contract I are less than 5%, the Renovation Contract I does not constitute a notifiable transaction of the Company and is not subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As one or more of the applicable percentage ratios in respect of the Renovation Contract II exceeds 5% but all are less than 25%, the entering into of the Renovation Contract II constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements but is exempt from the circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

As the Renovation Contracts were entered into between Chun Ieng and the Contractor within a 12-month period and are transactions of similar nature, they are required to be aggregated as a series of transactions pursuant to Rule 14.22 of the Listing Rules. As one or more of the applicable percentage ratios in respect of the Renovation Contracts calculated on an aggregated basis exceeds 5% but all are less than 25%, the entering into of the Renovation Contracts constitutes discloseable transactions of the Company under Chapter 14 of the Listing Rules. Hence, they are subject to the reporting and announcement requirements but are exempt from the circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

INTRODUCTION

The Board announces that (i) on 15 June 2026, Chun Ieng, a wholly-owned subsidiary of the Company, entered into the Renovation Contract I with the Contractor, pursuant to which the Contractor shall undertake the Renovation Works I at the Site; and (ii) on 3 September 2026 (after trading hours), Chun Ieng entered into the Renovation Contract II with the Contractor, pursuant to which the Contractor shall undertake the Renovation Works II at the Site.

THE RENOVATION CONTRACT I

The principal terms of the Renovation Contract I are summarised below:

Date:	15 June 2026
Parties:	(i) Chun Ieng (a wholly-owned subsidiary of the Company); and (ii) the Contractor.
Site:	Avenida Doutor Henry Fok, n.ºs 48, 112, 172, 182, 238, 266, 296, 322, 362 e 472, r/c (piso L01) e cave (piso L00) do Hotel “NÜWA”, Cotai, Macao (澳門路氹填海區，霍英東博士大馬路48，112，172，182，238，266，296，322，362及472號，頤居酒店地面層(L01)及地庫層(L00))
Scope of Renovation Works I:	The Contractor shall undertake and carry out, on a supply-and-install basis, the civil works and waterproofing treatment works at the restaurant premises at the Site, in compliance with the requirements of Chun Ieng. In carrying out such works, the Contractor shall provide all necessary principal and ancillary materials, equipment, machinery, working platforms, scaffoldings, tools and other facilities required for carrying out the works, save for the materials and equipment which are specified to be supplied by Chun Ieng. The Contractor shall be responsible for all costs in relation to the works, including but not limited to labour costs, construction and installation costs, construction materials transportation and delivery costs, contingency costs and taxes. The Contractor shall also purchase the applicable contractor's all risks insurance for carrying out the works in accordance with applicable laws and regulations in Macao.

Renovation period:

The Contractor shall commence the Renovation Works I from the date permitted by the landlord of the Site for entry, and shall complete the Renovation Works I within 50 days from the date of commencement, and in any event by 31 July 2026.

As at the date of this announcement, over 80% of the Renovation Works I have been completed. In order to ensure the quality of the works, Chun Ieng and the Contractor have agreed that the remaining Renovation Works I shall be arranged to be carried out and completed in coordination with the Renovation Works II upon commencement of the Renovation Works II.

Warranty period:

The Contractor shall provide a warranty in respect of all completed works, being a period of 1 year in respect of all non-waterproofing works and a period of 10 years in respect of all waterproofing works, in each case commencing from the completion date of the Renovation Works I. During the applicable warranty period, should any completed works exhibit a quality defect not attributable to Chun Ieng, the Contractor shall be responsible for carrying out the necessary repairs, with all labour and material costs so incurred to be borne by the Contractor. If the Contractor fails to comply, Chun Ieng shall be entitled to arrange for a third party to carry out the necessary repairs, and all costs so incurred shall be deducted from the Retention Money I (as defined below) payable to the Contractor. To the extent that the Retention Money I is insufficient to cover those costs, the Contractor shall indemnify Chun Ieng against all losses arising therefrom.

Contract price:

The lump-sum contract price for the Renovation Works I shall be MOP1,130,000 (equivalent to approximately HK\$1,096,100).

Payment terms:

The contract price shall be paid by Chun Ieng in cash in three instalments:

- (i) 30% of the contract price was paid upon entering into the Renovation Contract I;
- (ii) 60% of the contract price shall be paid upon completion of the Renovation Works I by the Contractor and the inspection and acceptance of the Renovation Works I by Chun Ieng and the landlord of the Site; and
- (iii) 10% of the contract price shall be retention money (“**Retention Money I**”) to be paid following the expiry of the 1-year warranty period in respect of the non-waterproofing works and the re-inspection of the Renovation Works I by Chun Ieng and the Contractor jointly and confirmation of satisfactory quality.

THE RENOVATION CONTRACT II

The principal terms of the Renovation Contract II are summarised below:

Date:	3 September 2026 (after trading hours)
Parties:	(i) Chun Ieng (a wholly-owned subsidiary of the Company); and (ii) the Contractor.
Site:	Avenida Doutor Henry Fok, n.ºs 48, 112, 172, 182, 238, 266, 296, 322, 362 e 472, r/c (piso L01) e cave (piso L00) do Hotel “NÜWA”, Cotai, Macao (澳門路氹填海區，霍英東博士大馬路48，112，172，182，238，266，296，322，362及472號，頤居酒店地面層(L01)及地庫層(L00))
Scope of Renovation Works II:	The Contractor shall undertake and carry out, on a supply-and-install basis, the fine decoration/fitting-out works and the installation of mechanical and electrical systems and facilities at the restaurant premises at the Site, comprising the setting up of fittings and fixtures, alteration and addition works to suit the layout, civil works and interior fit-out works, metalwork installation works, soft furnishings and loose furniture works, water supply system installation works, electrical power and lighting system installation works, air-conditioning, ventilation, exhaust system and fire services equipment installation works and drainage system installation works, in compliance with the requirements of Chun Ieng. In carrying out such works, the Contractor shall provide all necessary principal and ancillary materials, equipment, machinery, working platforms, scaffoldings, tools and other facilities required for carrying out the works, save for the materials and equipment which are specified to be supplied by Chun Ieng. The Contractor shall be responsible for all costs in relation to the works, including but not limited to labour costs, construction and installation costs, construction materials transportation and delivery costs, contingency costs and taxes. The Contractor shall also purchase the applicable insurances (including the work accident and occupational disease insurance but excluding the contractors’ all risks and third party liability insurance which shall be purchased by Chun Ieng) for carrying out the works in accordance with applicable laws and regulations in Macao.

Renovation period:	The Contractor shall commence the Renovation Works II on the day after being notified by Chun Ieng, and shall complete the Renovation Works II within 80 days from the date of commencement. It is expected that the Renovation Works II will be completed within the fourth quarter of 2026.
Warranty period:	The Contractor shall provide a warranty in respect of all completed works, being a period of 1 year in respect of all non-waterproofing works and a period of 10 years in respect of all waterproofing works, in each case commencing from the completion date of the Renovation Works II. During the applicable warranty period, should any completed works exhibit a quality defect not attributable to Chun Ieng, the Contractor shall be responsible for carrying out the necessary repairs, with all labour and material costs so incurred to be borne by the Contractor. If the Contractor fails to comply, Chun Ieng shall be entitled to arrange for a third party to carry out the necessary repairs, and all costs so incurred shall be deducted from the Retention Money II (as defined below) payable to the Contractor. To the extent that the Retention Money II is insufficient to cover those costs, the Contractor shall indemnify Chun Ieng against all losses arising therefrom.
Contract price:	The lump-sum contract price for the Renovation Works II shall be MOP13,300,000 (equivalent to approximately HK\$12,901,000).
Payment terms:	The contract price shall be paid by Chun Ieng in cash in five instalments: (i) 30% of the contract price shall be paid upon entering into the Renovation Contract II; (ii) 40% of the contract price shall be paid upon completion of more than 60% of the Renovation Works II by the Contractor and verification of such progress by Chun Ieng; (iii) 10% of the contract price shall be paid upon confirmation by Chun Ieng that the Contractor has completed the works and that the completed works are capable of normal operation, and following Chun Ieng's submission of the application for completion inspection to the relevant governmental authorities;

- (iv) 10% of the contract price shall be paid upon completion of the Renovation Works II by the Contractor, the inspection and acceptance of the Renovation Works II by Chun Ieng and the relevant governmental authorities, and the issuance of all licences necessary for the restaurant to lawfully commence business operations; and
- (v) 10% of the contract price shall be retention money (“**Retention Money II**”) to be paid following the expiry of the 1-year warranty period in respect of the non-waterproofing works and the re-inspection of the Renovation Works II by Chun Ieng and the Contractor jointly and confirmation of satisfactory quality.

REASONS FOR AND BENEFITS OF THE RENOVATION CONTRACTS

The Group has been operating a Japanese restaurant under the trade name of “Edo Japanese Restaurant” at the location of the Site since 2009 and the past performance has generally been satisfactory. In February 2026, Chun Ieng entered into an operating agreement with the landlord of the Site, pursuant to which the landlord agreed to grant to Chun Ieng the right to use the restaurant premises at the Site for a term of 5 years (for details, please refer to the announcement of the Company dated 13 February 2026). Chun Ieng intended to enhance the dining environment, facilities and customer experience of Edo Japanese Restaurant, which is a long-established high-end Japanese restaurant and well-recognised brand in Macau, thereby reinforcing its brand image, competitiveness and market position. Chun Ieng therefore entered into the Renovation Contracts to renovate the Edo Japanese Restaurant at the Site.

Each of the Renovation Contracts was awarded to the Contractor after a tendering process and an objective evaluation by Chun Ieng. The contract price under each of the Renovation Contracts was determined based on the bidding price offered by the Contractor. Chun Ieng awarded the Renovation Contracts to the Contractor after thorough evaluation of the bids, considering the factors including but not limited to the bidding price, the experience and competency of the Contractor, the expected scope and complexity of the Renovation Works, the costs of material and labour costs estimated to be incurred, and the prevailing market prices for carrying out such renovation works of comparable scale and complexity. Chun Ieng considers that the Contractor is able to provide up to standard renovation services for implementing the Renovation Contracts.

The contract price under each of the Renovation Contracts has been, and is expected to be, funded by the Group’s internal resources and/or bank borrowings.

The Directors are of the view that the terms (including the contract price) of the Renovation Contracts and the transactions contemplated thereunder are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

GENERAL INFORMATION OF THE PARTIES

The Company

The Company is principally engaged in the sales of food and catering, food souvenir and property investment business.

Chun Ieng

Chun Ieng is a company established under the laws of Macao with limited liability and a wholly-owned subsidiary of the Company. It is principally engaged in operation of restaurants and food court counters.

The Contractor

The Contractor is a company established under the laws of Macao with limited liability. It is principally engaged in construction and renovation works, consultancy services for construction and renovation projects, trading of construction and renovation materials, hotel renovation projects and public works projects. The Contractor is owned as to 51% by Bao San Construction Company Limited* (寶山建設有限公司), 37% by Dai Ching Construction Engineering Co., Ltd.* (大正建設工程有限公司) and 12% by Bao Wa Lam Construction Company Limited* (寶華林建設有限公司).

Bao San Construction Company Limited* (寶山建設有限公司) is owned as to 50% by Mr. Chu Tak Keong and 50% by Ms. Wong Iok Cheng. Dai Ching Construction Engineering Co., Ltd.* (大正建設工程有限公司) is owned as to 51% by Mr. Lam Chan Iao, 25% by Mr. He Wei and 24% by Mr. Liu Shing Cho Joe. Bao Wa Lam Construction Company Limited* (寶華林建設有限公司) is owned as to 40% by Mr. Su Hualin and 60% by Mr. Wong Ka Hou.

As of the date of this announcement, to the best of the Directors' knowledge, information and belief having made all reasonable enquiry, each of the Contractor and its ultimate beneficial owners is an Independent Third Party.

LISTING RULES IMPLICATIONS

The Renovation Works carried out under the Renovation Contracts will be capitalised as property, plant and equipment of the Group. Accordingly, the entering into of each of the Renovation Contracts constitutes an acquisition of assets by the Group under Chapter 14 of the Listing Rules.

As all applicable percentage ratios (as defined under the Listing Rules) in respect of the Renovation Contract I are less than 5%, the Renovation Contract I does not constitute a notifiable transaction of the Company and is not subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As one or more of the applicable percentage ratios in respect of the Renovation Contract II exceeds 5% but all are less than 25%, the entering into of the Renovation Contract II constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements but is exempt from the circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

As the Renovation Contracts were entered into between Chun Ieng and the Contractor within a 12-month period and are transactions of similar nature, they are required to be aggregated as a series of transactions pursuant to Rule 14.22 of the Listing Rules. As one or more of the applicable percentage ratios in respect of the Renovation Contracts calculated on an aggregated basis exceeds 5% but all are less than 25%, the entering into of the Renovation Contracts constitutes discloseable transactions of the Company under Chapter 14 of the Listing Rules. Hence, they are subject to the reporting and announcement requirements but are exempt from the circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Board”	the board of directors of the Company;
“Chun Ieng”	Restaurante Chun Ieng Limitada, a company established under the laws of Macao with limited liability and a wholly-owned subsidiary of the Company;
“Company”	Future Bright Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange (Stock Code: 703);
“Contractor”	Bao Zheng Construction Company Limited (寶正建設有限公司), a company established under the laws of Macao with limited liability;
“Director(s)”	the director(s) of the Company;
“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Independent Third Party(ies)”	third party(ies) which is/are independent of the Company and its connected persons (as defined in the Listing Rules);
“Listing Rules”	the rules governing the listing of securities on the Stock Exchange;
“Macao”	The Macao Special Administrative Region of the PRC;
“MOP”	Macao patacas, the lawful currency of Macao;

“PRC”	the People’s Republic of China excluding Hong Kong, Macau and Taiwan for the purposes of this announcement;
“Renovation Contracts”	collectively, the Renovation Contract I and the Renovation Contract II;
“Renovation Contract I”	the contract in respect of civil works and waterproofing treatment works dated 15 June 2026 entered into between Chun Ieng and the Contractor;
“Renovation Contract II”	the contract in respect of fine decoration/fitting-out works and installation of mechanical and electrical systems and facilities dated 3 September 2026 entered into between Chun Ieng and the Contractor;
“Renovation Works”	collectively, the Renovation Works I and the Renovation Works II;
“Renovation Works I”	the renovation works carried out under the Renovation Contract I;
“Renovation Works II”	the renovation works to be carried out under the Renovation Contract II;
“Share(s)”	share(s) of the Company;
“Shareholder(s)”	holder(s) of Share(s);
“Site”	Avenida Doutor Henry Fok, n.ºs 48, 112, 172, 182, 238, 266, 296, 322, 362 e 472, r/c (piso L01) e cave (piso L00) do Hotel “NÜWA”, Cotai, Macao (澳門路氹填海區，霍英東博士大馬路48，112，172，182，238，266，296，322，362及472號，頤居酒店地面層(L01)及地庫層(L00));
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“subsidiary”	any entity within the meaning of the term “subsidiary” as defined in the Listing Rules and the term “subsidiaries” shall be construed accordingly; and
“%”	per cent.

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

Hong Kong, 3 September 2026

The English translation of Chinese names or words in this announcement, where indicated by “”, are included for information purposes only, and should not be regarded as the official English translation of such Chinese names or words.*

For the purposes of this announcement, the exchange rate of MOP1.00 = HK\$0.97 has been used for currency translation, where applicable. Such an exchange rate is for illustrative purposes and does not constitute representations that any amount in MOP or HK\$ has been, could have been or may be converted at such a rate.

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