

Dated 17 November, 2025

INTERNATIONAL ENTERTAINMENT CORPORATION
AND
DIGIPLUS INTERACTIVE CORP.

SUBSCRIPTION AGREEMENT
in respect of an issue of
3% Convertible notes due 2030/2031 by

INTERNATIONAL ENTERTAINMENT CORPORATION

THIS AGREEMENT dated 17 November 2025 is made

BETWEEN:

- (1) **INTERNATIONAL ENTERTAINMENT CORPOPORATION**, a company incorporated in the Cayman Islands with limited liability having its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111 and its principal place of business in Hong Kong at Suites 1802-1803, 18th Floor, Three Exchange Square, 8 Connaught Road, Central, Hong Kong (the "Company"); and
- (2) **DIGIPLUS INTERACTIVE CORP.**, a company incorporated in the Philippines with limited liability having its registered office at 32nd-36th Floor Eco Prime Building, 32nd Street corner 9th Avenue, Bonifacio Global City, Taguig City, 1635 Philippines (the "Subscriber").

WHEREAS:-

- (A) the Company is a company incorporated in the Cayman Islands and having an authorised share capital of HK\$2,000,000,000 divided into 200,000,000,000 Shares of which 1,369,157,235 Shares are in issue and are fully paid or credited as fully paid as at the date of this Agreement and 198,630,842,765 Shares remain unissued;
- (B) the Company proposes to issue the Notes in the principal amount of up to HK\$1,600,000,000 in aggregate;
- (C) the Conversion Shares will be issued under Specific Mandate and will be subject to the approval of the Shareholders at a general meeting;
- (D) assuming upon full conversion of the Notes, based on the initial conversion price, 1,600,000,000 Shares will be issued to the Subscriber, and the shareholding interests of the Subscriber will be equivalent to approximately 53.89% of the issued share capital of the Company as enlarged by all the Conversion Shares, the Subscriber will be obliged to make a mandatory general offer pursuant to Rule 26.1 of the Takeovers Code for the issued Shares and other securities (as defined in Note 4 to Rule 22 of the Takeovers Code) not already owned or agreed to be acquired by the Subscriber and the parties acting in concert with it as a result of the issuance and allotment of the Conversion Shares to the Subscriber by the Company, unless the Whitewash Wavier is granted by the Executive; and
- (E) the Company now has agreed to issue and the Subscriber has agreed to subscribe or procure its nominee to subscribe for the Notes upon and subject to the terms and conditions set out in this Agreement.

IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

- 1.1 In this Agreement and the recitals hereto, unless the context otherwise requires:

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| “2023/2024 Annual Report” | means the annual report of the Company for the year ended 30 June 2024; |
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| “2024 Interim Report” | means the interim report of the Company for the six months ended 31 December 2024; |
| “acting in concert” | has the meaning ascribed thereto under the Takeovers Code, and “party(ies) acting in concert”, “person(s) acting in concert” and “concert party(ies)” should be construed accordingly; |
| “Announcement” | means the announcement to be made by the Company concerning, inter alia, this Agreement and the proposed issue of the Notes as required by the Listing Rules, a draft of which is annexed to this Agreement as Schedule 2; |
| “Articles of Association” | means the articles of association adopted by the Company from time to time; |
| “Audited Accounts Date” | means 30 June 2024; |
| “Board” | means the board of directors of the Company; |
| “Business Day” | means a day (in the case of Hong Kong, other than a Saturday, Sunday, public holiday or a day on which a black rainstorm warning or tropical cyclone warning signal number 8 or above is hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon) on which licensed banks in Hong Kong and the Philippines are open for business throughout their normal business hours; |
| “Completion” | means the First Completion and the Second Completion; |
| “Conditions” | means the terms and conditions of the Notes as set out in Schedule 1; |
| “Conditions Precedent” | means the conditions precedent set out in Clause 3.1; |
| “Conversion Period” | means the period commencing on the thirty-first (31 st) day after the day of issue of the Notes until the maturity date (being the fifth (5 th) anniversary date from the issue date of the Notes); |
| “Conversion Rights” | means the rights attached to the Notes that entitle the holder of which to convert the Notes (in full or in part thereof) into Shares credited as fully paid at any time during the Conversion Period in accordance with the Conditions; |
| “Conversion Shares” | means the Shares to be issued by the Company under the Notes (upon exercise of the Conversion Rights pursuant to the Conditions); |
| “Director(s)” | means the director(s) of the Company; |

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| “Encumbrances” | means any mortgage, charge (whether fixed or floating), pledge, lien (otherwise than arising by statute or operation of law), hypothecation, equities, and adverse claims, or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale and purchase, sale-and-leaseback arrangement over or in any property, assets or rights of whatsoever nature or interest or any agreement for any of the same or any third party right; |
| “Executive” | means the Executive Director of the Corporate Finance Division of the SFC or any of his/her delegates; |
| “First Completion” | means the date fixed for completion of the First Subscription pursuant to Clause 4.1 or, where the context so requires, the performance by the parties hereto of their respective obligations under Clause 4; |
| “First Subscription” | means the subscription of the First Subscription Notes by the Subscriber under this Agreement; |
| “First Subscription Money” | means the first HK\$800,000,000 or if agreeable by the Company, the equivalent sum in US dollars or Philippine Peso; |
| “First Subscription Notes” | means the Notes with an aggregate value of HK\$800,000,000 (with a face value of HK\$100,000,000 each) to be subscribed by the Subscriber or its nominee under the First Subscription; |
| “Group” | means the Company and its subsidiaries from time to time and “member of the Group” shall be construed accordingly; |
| “HK\$” and “cents” | means Hong Kong dollars and cents, respectively; |
| “Hong Kong” | means the Hong Kong Special Administrative Region of the People’s Republic of China; |
| “Independent Shareholders” | means Shareholders other than (i) the Subscriber, its associates, and any parties acting concert with it; and (ii) all other Shareholders who are involved in or interested in the Subscription and/or the Whitewash Waiver (if any); |
| “Intellectual Property Rights” | means: <p>(a) patents, trademarks, service marks, registered designs, applications for any of the foregoing, trade and business names, unregistered trade names or marks and service marks, domain names, social media account names and handles, internet keywords or the like, and all associated goodwill, copyrights, software, source codes, object codes, specifications and any other works of authorship, databases, rights in designs and inventions, know-</p> |

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| | | <p>how, trade secrets, ideas, concepts, discoveries, developments, devices, methods and processes, proprietary information (in each case, whether or not patentable) and all and any other intellectual property right and related documentation, whether registered or unregistered, including any and all registrations of, or applications to register, or any rights to register or apply to register any of the foregoing;</p> <p>(b) rights under licences, consents, orders, statutes or otherwise in relation to any thing in paragraph (a); and</p> <p>(c) rights or things of the same or similar effect or nature as to those in paragraphs (a) and (b), in each case in any part of the world;</p> |
| “Interim Accounts Date” | | means 31 December 2024; |
| “Issuer Warranties” | | means the representations, warranties and undertakings given by the Company contained in Clause 5 and Schedule 3; |
| “Long Stop Date” | | means 30 June 2026 (or such later date as may be agreed by the parties hereto); |
| “Listing Rules” | | means the Rules Governing the Listing of Securities on the Stock Exchange; |
| “Macau” | | means the Macau Special Administrative Region of the People’s Republic of China; |
| “Memorandum of Association” | | means the memorandum of association of the Company from time to time; |
| “Notes” | | means the 3% convertible notes due 2030/2031 in the aggregate principal amount of up to HK\$1,600,000,000 issued or to be issued by the Company with the benefit of and subject to the provisions of the Conditions, substantially in the form set out in Schedule 1 and “Note” shall be construed accordingly; |
| “ordinary course of business” | | means ordinary and usual course of business of the Group which comprises the hotel and casino operations; |
| “PCC” | | means the Philippine Competition Commission; |
| “PCC Approval” | | means the approval of the PCC in respect of the exercise of the Conversion Rights (provided that such approval shall be deemed to have been granted if the PCC has not rendered a decision prior to the lapse of the relevant review period |

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| | under applicable law); |
| “Philippines” | means the Republic of the Philippines; |
| “Philippine Peso”, “P” and “PHP” | means Philippine peso, the lawful currency of the Philippines; |
| “PN Holder” | Future Growth Opportunity Fund SPC – Future Growth Opportunity Fund SP1 |
| “PRC” | means the People’s Republic of China, and for the purpose of this Agreement only, exclude Hong Kong, Macau and Taiwan; |
| “Second Completion” | means the date fixed for completion of the Second Subscription as agreed by the Company and the Subscriber and in any event, no later than three (3) months from the First Completion unless otherwise agreed by the Company and the Subscriber or, where the context so requires, the performance by the parties hereto of their respective obligations under Clause 4; |
| “Second Subscription” | means the subscription of the Second Subscription Notes by the Subscriber under this Agreement; |
| “Second Subscription Money” | means the remaining HK\$800,000,000 or if agreeable by the Company, the equivalent sum in US dollars or Philippine Peso; |
| “Second Subscription Notes” | means the Notes with an aggregate value of HK\$800,000,000 (with a face value of HK\$100,000,000 each) to be subscribed by the Subscriber or its nominee under the Second Subscription; |
| “SFC” | means the Securities and Futures Commission; |
| “Share(s)” | means ordinary shares of HK\$0.01 each in the share capital of the Company; |
| “Share Award Scheme” | means the share award scheme adopted by the Company on 15 November 2024; |
| “Shareholder(s)” | means holder(s) of the Share(s); |
| “Special Deal” | means the proposed early repayment of the promissory notes due by the Company to the PN Holder, being a Shareholder holding 41,160,000 Shares, representing approximately 3.01% of the issued share capital of the Company; |
| “Specific Mandate” | means the specific mandate for the allotment and issue of the Conversion Shares which is subject to the approval by the Shareholders in general meeting; |

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| “sqm” | means square metre; |
| “Stock Exchange” | means The Stock Exchange of Hong Kong Limited; |
| “Subscription” | means subscription of the Notes, namely, the First Subscription and the Second Subscription, as contemplated under this Agreement; |
| “Subscription Money” | means the First Subscription Money and the Second Subscription Money; |
| “Subscriber Warranties” | means the representations, warranties and undertakings given by the Subscriber contained in Clause 6; |
| “Subsidiary” | has the meaning ascribed to it in the Listing Rules; |
| “Takeovers Code” | means the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC; |
| “US dollars” and “US\$” | means the US dollars, the lawful currency of the United States of America; |
| “Whitewash Waiver” | means the whitewash waiver to be granted by the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code in respect of the obligation of the Subscriber to make a mandatory general offer for all the issued Shares and other securities not already owned or agreed to be acquired by the Subscriber or parties acting in concert with it which arises as a result of the issue and allotment of the Conversion Shares to the Subscriber pursuant to the conversion of the Notes; and |
| % | means per cent. |

- 1.2 Expressions defined in the Conditions shall, unless the context otherwise requires, have the same meanings where used herein.
- 1.3 The expressions "Company" and "Subscriber" shall where the context permits include their respective successors and permitted assigns and any persons deriving title under them.
- 1.4 In this Agreement, unless the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as replaced, amended, modified or re-enacted from time to time; words importing the singular include the plural and vice versa and words importing gender or the neuter include both genders and the neuter; references to this Agreement or any issue document shall be construed as references to such document as the same may be amended or supplemented from time to time; unless otherwise stated, references to "Clauses" and the "Schedule" are to clauses of and schedules to this Agreement. Clause headings are inserted for reference only and shall be ignored in construing this Agreement.

2. SUBSCRIPTION OF THE SUBSCRIPTION NOTES

First Subscription

- 2.1 Subject to fulfilment of the Conditions Precedent and the provisions of this Agreement, the Company shall issue the First Subscription Notes to the Subscriber under the First Subscription and the Subscriber hereby agrees to subscribe for or procure the subscription of the First Subscription Notes at its face value provided that any nominee procured by the Subscriber to subscribe for the First Subscription Notes must be a wholly-owned Subsidiary of the Subscriber.

Second Subscription

- 2.2 Subject to the First Completion taking place and within three (3) months from the date of the First Completion (unless otherwise agreed by the Company and the Subscriber) the Company shall issue the Second Subscription Notes to the Subscriber under the Second Subscription and the Subscriber hereby agrees to subscribe for or procure the subscription of the Second Subscription Notes at its face value provided that any nominee procured by the Subscriber to subscribe for the Second Subscription Notes must be a wholly-owned Subsidiary of the Subscriber.

3. CONDITIONS PRECEDENT

- 3.1 The obligation of the parties hereto to effect each Completion shall be conditional upon:

- (a) the approval by more than 50% of the votes cast by the Shareholders at a general meeting of the Company in respect of the issue of the Conversion Shares under the Specific Mandate;
- (b) (i) the approval by at least 75% of the votes cast by the Independent Shareholders at a general meeting of the Company in respect of the Whitewash Waiver;
(ii) the approval by more than 50% of the votes cast by the Independent Shareholders at a general meeting of the Company in respect of this Agreement and the transactions contemplated thereunder; and
(iii) the approval by more than 50% of the votes cast by the Independent Shareholders at a general meeting of the Company in respect of the Special Deal;
- (c) the granting of the Whitewash Waiver by the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code of the obligation on the part of the Subscriber and the parties acting in concert with it to make a mandatory general offer for all the Shares and other securities of the Company (other than those already owned or agreed to be acquired by the Subscriber and its concert parties) as a result of the issue and allotment of Shares pursuant to the conversion of the Notes, and the Whitewash Waiver remaining in full force and effect;
- (d) the Executive having consented to the Special Deal pursuant to Note 5 to Rule 25 of the Takeovers Code;
- (e) the Listing Committee of the Stock Exchange having granted (either unconditionally or subject to conditions) listing of and permission to deal in the Conversion Shares;
- (f) the Issuer Warranties being true, complete and accurate and not misleading in all material respects when made and shall be true, complete and accurate, and not

misleading in all material respects as at each Completion as if made at such Completion; and

- (g) the Subscriber Warranties being true, complete and accurate and not misleading in all material respects when made and shall be true, complete and accurate, and not misleading in all material respects as at each Completion as if made at such Completion;

provided, however, the Subscriber may, at its discretion, before the Long Stop Date waive satisfaction of the Conditions Precedent specified in Clauses 3.1 (b)(i) and (ii), (c), and (f) and the Company, may, at its discretion, before the Long Stop Date waive satisfaction of the Condition Precedent specified in Clauses 3.1(b)(iii), (d) and(g).

- 3.2 The Company shall use its reasonable endeavours to procure the fulfilment of all the Conditions Precedents. If any of the Conditions Precedent has not been fulfilled or waived on or before the Long Stop Date, save and except Clauses 8 to 13, this Agreement shall lapse immediately thereafter and be of no further effect and neither party to this Agreement shall have any claim against or liability or obligation to the other party under this Agreement, unless there was willful default, gross negligence, or bad faith on the part of the Company that caused the failure of the Company to fulfill any Condition Precedent in a timely manner, in which case, the Company shall be held liable for damages and loss reasonably incurred by the Subscriber as a result of it becoming unable to subscribe for the Notes.

4A. PRE-COMPLETION OBLIGATIONS

- 4A.1 The Company hereby undertakes that, from the date of this Agreement and up to each Completion, it shall ensure that the business of the Group will be operated in a manner consistent with its existing practice, in a normal and prudent basis and in the ordinary course of business and shall ensure that the Group shall not without first obtaining the prior written consent of the Subscriber enter into any contract or commitment which is not in the ordinary course of business of the Group.

- 4A.2 Without prejudice and notwithstanding Clause 4A.1, the Company undertakes that except as required or contemplated by this Agreement or expressly provided hereunder, it shall up to the date of the Second Completion, take all steps to ensure that the Group shall not carry out any of the following actions and no resolution of the board of directors of each member of the Group or of its general meeting shall be passed to carry out the same unless the prior written consent of the Subscriber is obtained (which consent shall not be unreasonably withheld):

- (a) borrow or raise money from banks, financial institutions and any other third parties other than the aggregate amount of which not exceeding HK\$100,000,000 or in the ordinary course of business under bank facilities existing as at the date of this Agreement;
- (b) enter into or amend any material contract or other material transaction or capital commitment or undertake any material contingent liability other than the aggregate amount of which not exceeding HK\$100,000,000 or in the ordinary course of business;
- (c) terminate any material agreement or waive any right of a material nature;
- (d) declare, pay or make any dividends or other distributions;
- (e) create or permit to arise any mortgage, charge, lien, pledge, other form of security or

Encumbrance or equity of whatsoever nature, whether similar to the foregoing or not, on or in respect of any part of its undertaking, property or assets other than liens arising by operation of law in amounts which does not exceed HK\$100,000,000 or other than in the ordinary course of business;

- (f) appoint any new directors and other than in the ordinary course of business employ any senior employees, officers, company secretary or attorney or terminate the employment of any existing key employees or vary their terms of employment;
- (g) dispose or agree to dispose of or acquire or agree to acquire any material asset other than in the ordinary course of business or other than the value of the assets not exceeding HK\$100,000,000;
- (h) compromise, settle, release, discharge or compound any material civil, criminal, arbitration, litigation or other proceedings or any material liability, claim, action, demand or dispute or waive any right in relation to any of the foregoing;
- (i) release, compromise or write off any amount exceeding HK\$2,000,000 recorded in the books of account of the relevant member of the Group as owing by any debtors of such member of the Group;
- (j) let or agree to let or otherwise part with possession or ownership of the whole or any part of the real property the Group currently holds (if any), nor purchase, take on lease or assume possession of any real property other than pursuant to pre-existing obligations or in the ordinary course of business;
- (k) terminate any or allow to lapse any insurance policy now in effect which in the opinion of a reasonable person is material to the business of the Group;
- (l) issue or agree to issue any shares, warrants or other securities or loan capital or grant or agree to grant any option over or right to acquire or convertible into any share or loan capital in any member of the Group, or issue or agree to issue any Shares under the Share Award Scheme or otherwise take any action which might result in the Company reducing its interest in any member of the Group other than as contemplated under this Agreement;
- (m) purchase or redeem any shares in the Group or provide financial assistance for any such purchase;
- (n) make any advances or other credits to any third party or give any guarantee, indemnity, surety or security exceeding HK\$10,000,000;
- (o) acquire any material assets, whether or not on hire purchase or deferred terms, exceeding the amount of HK\$100,000,000;
- (p) employ or engage any staff, consultants or personnel or enter into or amend any service agreements with directors or officers or senior employees to increase the remuneration payable thereunder other than the remuneration to such person per annum does not exceed HK\$3,000,000;
- (q) incur any expenditure exceeding HK\$100,000,000 on capital account in aggregate;
- (r) amend the constitutional documents of any member of the Group; and

- (s) do, allow or procure any act or permit any omission which would constitute a breach of any of the Issuer Warranties.

4. COMPLETION

First Completion

- 4.1 Subject to the Conditions Precedent being fulfilled or waived (where applicable), the First Completion shall take place at CFN Lawyers, 27/F, Neich Tower, 128 Gloucester Road, Wanchai, Hong Kong (or such other place as the Company and the Subscriber shall agree in writing) at 11:00 a.m. Hong Kong time on the third (3rd) Business Day following the date of fulfilment or waiver of the last Condition Precedent (or such other date as the parties may agree in writing).
- 4.2 At the First Completion all (but not some only) of the following business shall be transacted:
- (a) the Company shall deliver to the Subscriber:
- (i) a copy of the board resolution of the Company approving and authorising the execution and completion of this Agreement, and the issue to the Subscriber (or as it may direct) of the Notes by the Company;
 - (ii) the certificate(s) (which shall attach with it the terms and conditions of the Notes) representing the First Subscription Notes duly issued in favour of the Subscriber or as it may direct;
 - (iii) a written certificate (in such form as determined by the Company and approved by the Subscriber) from the Company confirming satisfaction of the Conditions Precedent referred to in Clauses 3.1(a) to (f) above and in the case of the Conditions Precedent referred to in Clauses 3.1(b)(i), (b)(ii), (b)(iii), (c) and (d) above, its satisfaction or waiver, as the case maybe; and
 - (iv) such other documents as may be reasonably required by the Subscriber to give the Subscriber good title of the First Subscription Notes and to enable the Subscriber or its nominee to become the registered holder(s) thereof.
- (b) the Subscriber shall effect payment of the First Subscription Money by telegraphic transfer to a bank account designated by the Company in Hong Kong dollars or if agreeable by the Company, in US dollars or Philippine Peso equivalent, at the prevailing exchange rate as quoted by The Hong Kong Shanghai Banking Corporation or other reputable bank in immediately available funds as agreed with the Subscriber.
- (c) the Subscriber shall deliver to the Company:
- (i) a copy of the board resolution of the Subscriber approving and authorising the execution and completion of this Agreement and the subscription by the Subscriber (or as it may direct) of the Notes; and
 - (ii) a written certificate (in such form as determined by the Subscriber and approved by the Company) from the Subscriber confirming satisfaction of the Condition Precedent referred to in Clause 3.1(g) above.

Second Completion

- 4.3 The Second Completion shall take place at CFN Lawyers, 27/F, Neich Tower, 128 Gloucester Road, Wanchai, Hong Kong (or such other place as the Company and the Subscriber shall agree in writing) at a date and time to be notified by the Subscriber by giving not less than five (5) Business Days' prior notice in writing to the Company and in any event, at a date no later than three (3) months from the First Completion (unless otherwise agreed by the parties in writing).
- 4.4 At the Second Completion all (but not some only) of the following business shall be transacted:-
- (a) the Company shall deliver to the Subscriber:
- (i) the certificate(s) (which shall attach with it the terms and conditions of the Notes) representing the Second Subscription Notes duly issued in favour of the Subscriber or as it may direct;
 - (ii) a written certificate (in such form as determined by the Company and approved by the Subscriber) from the Company confirming satisfaction of the Condition Precedent referred to in Clause 3.1(f) above; and
 - (iii) such other documents as may be reasonably required by the Subscriber to give the Subscriber good title of the Second Subscription Notes and to enable the Subscriber or its nominee to become the registered holder(s) thereof.
- (b) the Subscriber shall effect payment of the Second Subscription Money in the same manner as described in Clause 4.2(b).
- (c) the Subscriber shall deliver to the Company a written certificate (in such form as determined by the Subscriber and approved by the Company) from the Subscriber confirming satisfaction of the Condition Precedent referred to in Clause 3.1(g) above.
- 4.5 In the event the Company or the Subscriber shall not have complied with their respective obligations set out in Clause 4.2 and/or 4.4, all obligations of each of the parties under this Agreement, save for Clauses 8 to 13, shall cease and determine and neither party shall have any claim against the other party in respect of any matter arising out of or in connection with this Agreement except for any breach arising prior to such termination.
- 5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE COMPANY**
- 5.1 The Company hereby represents, warrants and undertakes to the Subscriber that as at the date of this Agreement and as at each Completion each of the matters set out in Schedule 3 is and will be true, complete and accurate, and not misleading in all material respects.
- 5.2 The Company hereby agrees and acknowledges that the Subscriber is entering into this Agreement in reliance on the Issuer Warranties and is entitled to treat such representations and warranties as conditions of this Agreement.
- 5.3 Prior to each Completion, the Company undertakes to notify the Subscriber in writing if it is aware of any breach of the Issuer Warranties (or of any matter or event coming to its attention which shows any such warranties to be or to have been untrue, inaccurate or misleading) and to provide details of such breaches (or matters or events) in such notice.
- 5.4 The representations, warranties and undertakings contained in Schedule 3 are deemed to be given as at the date of this Agreement and shall be deemed to be repeated on each Completion

as if given on such date with reference in each case to the facts and circumstances then subsisting and shall remain in full force and effect notwithstanding each Completion. The Company hereby undertakes to notify the Subscriber of any matter or event coming to its attention which may render any of the representations, warranties or undertakings untrue or inaccurate or misleading in any material respect at any time prior to each Completion.

- 5.5 Each Issuer Warranty is separate and independent and without prejudice to any other Issuer Warranties so that the Subscriber shall have a separate claim and right of action in respect of any breach thereof.
- 5.6 The Company irrevocably and unconditionally undertakes to the Subscriber that while any of the Notes remain outstanding, upon request from the Subscriber, it shall cause the relevant entity in its notifying group to promptly prepare and, upon instructions of the Subscriber, immediately file the necessary merger notification with the PCC for the purpose of the conversion of the Notes. The Company recognizes that the PCC Approval is necessary so that the Subscriber could exercise its Conversion Rights; thus, the Company shall, to the extent permitted under applicable laws and regulations to do so, use its best efforts to take, or cause to be taken, all appropriate action, and do, or cause to be done, all things reasonably necessary under law or otherwise, after the initial filing, to obtain the PCC Approval, such as, but not limited to:
- (i) giving the Subscriber reasonable notice of all meetings and pre-scheduled telephone calls with PCC and, to the extent permitted under applicable law and by PCC, provide the Subscriber with reasonable opportunity to attend and participate in such meetings or calls;
 - (ii) not taking or omitting to take any action that could reasonably be expected to adversely affect, delay, impede or in any respect prejudice the procuring of the PCC Approval; and
 - (iii) keeping the Subscriber reasonably informed of the status and progress of the notification or filing (including in respect of any circumstance which the Company may become aware of that could result in the PCC Approval being delayed or denied) and, upon receiving or obtaining any relevant consent, approval, clearance or waiver, or rejection thereof, promptly notify the Subscriber and (where relevant) promptly forward copies of any documents explaining the reasons for any such rejection.

The Company shall bear its own costs for its own PCC notification.

6 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE SUBSCRIBER

- 6.1 The Subscriber hereby represents, warrants and undertakes to the Company that as at the date hereof and as at each Completion each of the matters set out below is and will be true, complete and accurate, and not misleading in all material respects:
- (a) the Subscriber is duly incorporated and validly existing in good standing under the laws of its incorporation;
 - (b) the Subscriber has the power, capacity or corporate power and has obtained all necessary approval, authorisation and consents to enter into this Agreement and to exercise its rights and perform its obligations under this Agreement, and to carry out the transactions contemplated hereby;

- (c) the execution and delivery of this Agreement by the Subscriber does not and will not, and this Agreement is not in breach of any applicable legislation and this Agreement constitutes valid, binding and enforceable obligations of the Subscriber;
- (i) the execution and delivery of, and the performance by the Subscriber of its obligations under this Agreement do not and will not, and this Agreement does not and will not breach any provisions of its articles of incorporation and by-laws and will not result in a breach of any order, judgment or decree of any court or governmental agency to which the Subscriber is a party or by which it is bound;
- (ii) there has been no resolution or petition or order for the winding up of the Subscriber and no receiver has been appointed in respect of any part of the assets of the Subscriber prior to and at each Completion; and
- (iii) it is not a politically exposed person nor a sanctioned persons by any jurisdiction, and has not been prosecuted, sued or penalised for or under investigation in relation to contravention or suspected contravention of any anti-money laundering or terrorist financing laws and regulations.
- 6.2 The Subscriber hereby represents, warrants and undertakes to the Company that it will have sufficient funds to discharge the payment obligation of the Subscription Money as at the First Completion and the Second Completion, respectively. All the funds paid by the Subscriber for the settlement of the Subscription Money are beneficially owned by it and from legitimate source.
- 6.3 The Subscriber hereby agrees and acknowledges that the Company is entering into this Agreement in reliance on the Subscriber Warranties and is entitled to treat such representations and warranties as conditions of this Agreement.
- 6.4 The Subscriber hereby represents and warrants to the Company that (i) it is not a connected person (as defined under the Listing Rules) of the Company and is not a party acting in concert (as defined under the Takeovers Code) with any Shareholders; (ii) it (or its nominee) is subscribing for the Notes as principal on behalf of itself and not as a nominee or agent; (iii) it and its ultimate beneficial owners are independent third parties of the Company; and (iv) it has not dealt in the Shares in the six (6) months period prior to the date of this Agreement.
- 6.5 The representations, warranties and undertakings contained in Clause 6.1 are deemed to be given as at the date of this Agreement and shall be deemed to be repeated on each Completion as if given on such date with reference in each case to the facts and circumstances then subsisting and shall remain in full force and effect notwithstanding each Completion. The Subscriber hereby undertakes to notify the Company of any matter or event coming to its attention which may render any of the representations, warranties or undertakings untrue or inaccurate or misleading in any material respect at any time prior to each Completion.
- 6.6 The Subscriber shall, after entering into this Agreement, apply with the Executive for the Whitewash Waiver.
7. **TERMINATION BY THE SUBSCRIBER**
- 7.1 Notwithstanding anything contained in this Agreement, the Subscriber may, by prior written notice to the Company, terminate this Agreement at any time prior to the First Completion or

Second Completion if:

- 7.1.1 there develops, occurs or comes into effect:
 - (a) any development or change in relation to an existing state of affairs of a political, military, industrial, financial, economic, fiscal, regulatory or other nature (including acts of terrorism), whether or not eiusdem generis with any of the foregoing, resulting in a material and adverse change in political, economic, fiscal, financial, regulatory or stock market conditions in Hong Kong, Macau and/or the Philippines;
 - (b) the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange and the SFC due to exceptional financial circumstances or otherwise;
 - (c) any new law or regulation or change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other jurisdiction relevant to the Group which shall materially and adversely affect the business or the financial or trading position of the Company;
 - (d) any suspension of dealings in the Shares for a period exceeding ten (10) Business Days other than due to the clearance of the Announcement;
 - (e) a change or development involving a prospective change of taxation or exchange control (or the implementation of exchange control) in Hong Kong or elsewhere which would materially and adversely affect the business, financial or trading position of the Company; or
 - (f) the instigation of any bona fide litigation or claim of material importance by any third party against any member of the Group which would materially and adversely affect the business, financial or trading position of the Company,

and which can reasonably be expected, in the opinion of the Subscriber acting reasonably, to have or has had a material adverse effect upon the condition (financial or otherwise) or earnings, business affairs or business prospects of the Company;
 - 7.1.2 there is any breach of any of the Issuer Warranties as set out in this Agreement and specified in Clause 5.1 which has come to the knowledge of the Subscriber, or any event which has occurred or any matter which has arisen, on or after the date of this Agreement and prior to the First Completion and/or Second Completion which (a) if it had occurred or arisen before the date hereof would have rendered any of such Issuer Warranties untrue, inaccurate or misleading, or (b) in the opinion of the Subscriber acting reasonably, materially and adversely affects the condition (financial or otherwise) or earnings, business affairs or business prospects of the Company;
 - 7.1.3 there has been a breach of or failure to perform any of the Company's obligations, including, without limitation, the Pre-Completion Obligations pursuant to Clause 4A, in any material respect under this Agreement.
- 7.2 In the event that the Subscriber terminates this Agreement pursuant to Clause 7.1, all obligations of each of the parties under this Agreement, save for Clauses 8 to 13, shall cease and no party shall have any claim against any other party in respect of any matter arising out of

or in connection with this Agreement except for damage or loss reasonably incurred as a result of and in connection with any antecedent breach.

8. **NOTICES**

Any notice required or permitted to be given by or under this Agreement shall be in writing and if to the Company or the Subscriber shall be given by delivering it to its address or email address shown below:

The Company: International Entertainment Corporation

Address: Suites 1802-1803, 18th Floor, Three Exchange Square, 8 Connaught Road, Central, Hong Kong
Email address: iec@ientcorp.com
Attention: Board of Directors

The Subscriber:

Address: 35/F Eco Prime Building
32nd corner 9th Avenue
Bonifacio Global City
Taguig City, Philippines
Email address: dl-legal-specialprojects@digiplus.com.ph
Attention: Legal and Compliance Department

or to such other address or email address as the party concerned may have been notified to the other parties pursuant to this Clause 8 and may be given by sending it by hand to such address or by email to such email address, or to such other address or email address as the party concerned may have notified to the other parties in accordance with this Clause 8. In respect of notice served on the Company, such notice shall be deemed to be served on the day of delivery or email transmission (or, if the day of delivery or email transmission is not a Business Day or if the delivery or email transmission is made after 5:00 pm Hong Kong time, deemed to be served on the immediately following Business Day), or if sooner upon acknowledgement of receipt by or on behalf of the parties to which it is addressed. In respect of notice served on the Subscriber, such notice shall be deemed to be served on the date of delivery or email transmission (or, if the date of delivery or email transmission is not a Business Day or if the delivery or email transmission is made after 5:00 pm the Philippines time, deemed to be served on the immediately following Business Day), or if sooner upon acknowledgement of receipt by or on behalf of the parties to which it is addressed.

9. **PROCESS AGENT**

The Subscriber hereby irrevocably appoints the following person as its authorised process agent in Hong Kong to receive and acknowledge service in Hong Kong of all process, including any writ, summons, order, judgment (“Legal Notices”) issued by court or arbitral authority in Hong Kong in respect of any legal action or proceeding or arbitration arising in connection with this Agreement. If the process agent is unable to continue to act as the process agent for the Subscriber, the Subscriber shall appoint another company or person as its new process agent in Hong Kong for the same purpose and shall notify the Company in writing of such appointment in accordance with Clause 8 of this Agreement. Unless and until the Company has received the appointment of the new process agent in accordance with this Clause 9, any Legal Notices properly given to the

previous process agent shall be deemed to have been properly served on the Subscriber in accordance with the law.

Legal Notices to the Subscriber shall be delivered to:

Name of the Process Agent: Deacons

Address of the Process Agent: 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong

10. **COSTS AND EXPENSES**

Each party shall bear its own costs (including legal costs) and expenses in connection with the preparation, negotiation and settlement of this Agreement. Capital fees or stamp duty (if any) relating to the issue and delivery of the Notes and any Conversion Shares shall be borne by the Company.

11. **GENERAL PROVISIONS RELATING TO AGREEMENT**

11.1 Time shall be of the essence of this Agreement.

11.2 This Agreement shall be binding on and inure for the benefit of the successors of each of the parties and shall not be assignable.

11.3 The exercise of or failure to exercise any right or remedy in respect of any breach of this Agreement by a party shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.

11.4 Any right or remedy conferred by this Agreement on any of the parties for breach of this Agreement (including without limitation the breach of any representations and warranties) shall be in addition and without prejudice to all other rights and remedies available to it in respect of that breach.

11.5 This Agreement (together with the Notes) constitutes the entire agreement between the parties with respect to its subject matter (neither party having relied on any representation or warranty made by the other parties which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by the parties.

11.6 This Agreement supersedes all and any previous agreements, arrangements or understanding between the parties relating to the matters referred to in this Agreement and all such previous agreements, arrangements or understanding (if any) shall cease and determine with effect from the date hereof.

11.7 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

11.8 Subject to the requirements of the Stock Exchange or any other law and regulation (and to the extent that any announcement or circular is so required to be made, the Company shall as far as practicable provide a draft of such announcement or circular to the Subscriber prior to its release and shall incorporate all reasonable drafting comments which the Subscriber may have with respect to such announcement or circular), neither of the parties hereto may make any press or other announcements relating to this Agreement and the Notes without prior consultation with the other parties hereto.

11.9 Neither of the parties shall assign or transfer all or any of its rights and obligations hereunder unless prior consent is obtained from the other party.

- 11.10 The terms of this Agreement and the Notes shall remain valid and enforceable notwithstanding the issue and redemption, conversion or exchange of the Notes to the extent that any of the terms in this Agreement or the Notes have not been fully and properly performed or satisfied. Each of the Issuer Warranties and the Subscriber Warranties shall remain in full force and effect notwithstanding each Completion.
- 11.11 No person (being a natural person or legal entity), other than the parties hereto has or may or will have, any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce, make or pursue any claim, or enjoy any benefit under any provisions of this Agreement. Application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

12. **COUNTERPARTS**

This Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and is binding on all parties.

13. **GOVERNING LAW AND JURISDICTION**

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 13.2 Any dispute in connection with this agreement shall be referred to and finally resolved by binding arbitration in accordance with the Hong Kong International Arbitration Centre ("HKIAC") Administered Arbitration Rules, as in force when the notice of arbitration (the "Notice of Arbitration") is submitted in accordance with those Rules. Capitalised terms used in this Clause 13.2 and which are not otherwise defined in this agreement shall have the meaning given to those terms in the HKIAC Administered Arbitration Rules.
- 13.3 The arbitration shall be administered by the HKIAC in accordance with the HKIAC Procedures for Arbitration as in force when the Notice of Arbitration is submitted. The appointing authority shall be the HKIAC. The arbitration proceedings shall be conducted in English in Hong Kong. The arbitral tribunal is to be constituted by three arbitrators. Each party shall select one arbitrator, and both arbitrators shall together select the third arbitrator. If either party to the arbitration does not appoint an arbitrator, the dispute shall be decided by the arbitrator appointed by the other party. The arbitral award shall be delivered in writing to both parties at the same time.
- 13.4 The arbitral award is final and binding on the parties and the parties agree to be bound and to act accordingly. The parties agree to waive any rights of appeal against the arbitral award, except in the case of fraud or manifest error. Unless required by applicable law and regulations or with the prior written consent of the parties to the arbitration, the content, existence and award of any arbitral proceedings shall be kept confidential. The costs of the arbitration and reasonable legal fees shall be payable by the parties as the arbitrator directs in the arbitral award.
- 13.5 Judgment upon any award rendered by the arbitral tribunal may be entered, and application for judicial confirmation or recognition or enforcement of the award may be made in any court of competent jurisdiction, and each of the parties irrevocably submits to the jurisdiction of such court for the purposes of enforcement of this Clause 13 or for confirmation or recognition or enforcement of any arbitral award rendered by the arbitral tribunal in accordance with the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

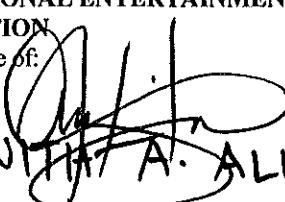
AS WITNESS whereof this Agreement has been duly executed on the date first above written.

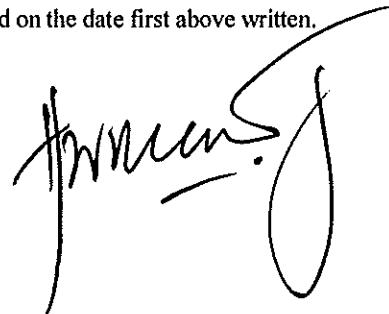
SIGNED by)

for and on behalf of)

**INTERNATIONAL ENTERTAINMENT
CORPORATION**)

in the presence of:)


AZENITA A. ALLEGRO



SIGNED by)

for and on behalf of)

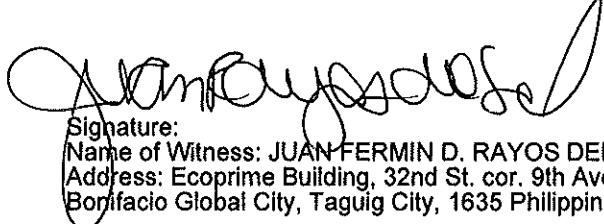
DIGIPLUS INTERACTIVE CORP.)

in the presence of:)


TSUI KIN MING
President

Signature:

Name of Witness: JUAN FERMIN D. RAYOS DEL SOL
Address: Ecoprime Building, 32nd St. cor. 9th Ave.,
Bonifacio Global City, Taguig City, 1635 Philippines



SCHEDULE I

FORM OF THE NOTE

INTERNATIONAL ENTERTAINMENT CORPORATION

(incorporated in the Cayman Islands with limited liability)

Amount : HK\$100,000,000

Note No. : []

HK\$1,600,000,000 3% CONVERTIBLE NOTE DUE 2030/2031

(Being one of the convertible notes in the aggregate principal amount of up to HK\$1,600,000,000 (the "Notes") issued pursuant to the memorandum of association and articles of association of **International Entertainment Corporation** (the "Issuer") and a resolution of the board of directors of the Issuer passed on [●] 2025 pursuant to the authority granted by a shareholders' resolution of the Issuer passed on [●] [] 2025.)

This Note is in registered form and forms part of an issue designated as specified above. The Notes are subject to, and have the benefit of, the Conditions (defined below).

THIS IS TO CERTIFY that the Issuer will pay [●] of [●], being the registered holder (the "Noteholder") of this Note on the Maturity Date (as defined in the Conditions) or on such earlier date as such sum may become payable in accordance with the terms and conditions attached hereto which form an integral part of this Note (the "Conditions") the principal sum of HK\$100,000,000 together with such amount or amounts as may become due and payable in accordance with the Conditions. The Issuer shall pay interest on the principal amount of this Note in accordance with the Conditions.

The Noteholder is entitled to require the Issuer to convert the whole or any part (in authorised denominations) of the principal amount of this Note into ordinary shares in the capital of the Issuer, subject to and in accordance with the Conditions.

Title to the Notes passes only on due registration on the register of Noteholders and only the duly registered holder is entitled to payments on a Note of which it is the duly registered holder.

GIVEN under the common seal of the Issuer on the

2025.

Director

Secretary/Director

Notes:

This Note cannot be transferred to bearer on delivery and is only transferable to the extent permitted by Condition 3 of the terms and conditions thereof. This Note must be delivered to the company secretary of the Issuer for cancellation and reissue of an appropriate certificate in the event of any such transfer.

(For endorsement in the event of partial conversion)

| <u>Date</u> | <u>Amount Converted</u> | <u>Amount Outstanding</u> |
|-------------|-------------------------|---------------------------|
|-------------|-------------------------|---------------------------|

TERMS AND CONDITIONS OF THE NOTE

This Note shall be held subject to and with the benefit of the terms and conditions set out below and such terms and conditions shall be binding on the Noteholder.

1. DEFINITIONS

1.1 In this Note, unless context otherwise requires terms defined below are used with these defined meanings, and:-

"authorised denominations" means HK\$10,000,000 or integral multiples thereof;

"Business Day" means a day (in the case of Hong Kong, other than a Saturday, Sunday, public holiday or a day on which a black rainstorm warning or tropical cyclone warning signal number 8 or above is hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon) on which licensed banks in Hong Kong and the Philippines are open for business throughout their normal business hours;

"Code" means the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;

"Conditions" means the terms and conditions attached to this Note (as amended from time to time as set out herein), and **"Condition"** refers to the relative numbered paragraph of the Conditions;

"connected person" has the meaning ascribed to it in the Listing Rules;

"Conversion Date" means any date on which the Conversion Rights (or any of them) are exercised in accordance with Condition 9.1;

"Conversion Notice" has the meaning ascribed thereto in Condition 9.1;

"Conversion Period" means the period commencing on the thirty-first (31st) day after the Issue Date up to and including the Maturity Date;

"Conversion Price" means HK\$1.00 per Share (subject to adjustments pursuant to the Conditions);

"Conversion Rights" means the rights attached to this Note that entitles the Noteholder to convert the Notes into Shares credited as fully paid at any time during the Conversion Period;

"Conversion Shares" means the Shares to be issued and allotted by the Issuer upon exercise by the Noteholder of the Conversion Rights, and **"Conversion Share"** shall be construed accordingly;

"dealing day" means a day on which Shares can be traded on the Stock Exchange (regardless of whether any trades actually occur);

"HK\$" or **"Hong Kong dollars"** and **"cents"** mean Hong Kong dollars and cents, respectively, the lawful currency of Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Interest Period" has the meaning ascribed thereto in Condition 4.1;

"Interest Payment Date" has the meaning ascribed thereto in Condition 4.3;

"Issue Date" means the date of issue of the Notes comprising this Note;

"Issuer" means International Entertainment Corporation, a company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on the Stock Exchange;

"Listing Rules" means Rules Governing the Listing of Securities on the Stock Exchange;

"major subsidiary" means at any time, any subsidiary of the Issuer the latest audited turnover or assets of which is equal to 5% or more of the latest audited consolidated turnover or consolidated assets of the Issuer and its subsidiaries;

"Maturity Date" means [DATE TO BE INSERTED] – being the Fifth (5th) anniversary date from the Issue Date;

"Notes" means the 3% convertible notes due 2030/2031 in the aggregate principal amount up to HK\$1,600,000,000 issued by the Issuer with the benefit of and subject to the provisions of the Conditions and "Note" shall be construed accordingly;

"Noteholder" means the person who is for the time being the holder of the Note;

"Notional Specie Distribution" has the meaning ascribed thereto in Condition 12;

"Philippine Peso" or **"PHP"** means Philippine peso, the lawful currency of the Republic of the Philippines;

"Register" the register of holder of Notes to be maintained in the Philippines by the Issuer pursuant to Condition 2.2;

"Share(s)" means the ordinary share(s) of HK\$0.01 each in the share capital of the Issuer existing on the date of the Note and all other (if any) stock or shares from time to time and for the time being ranking pari passu therewith and all other (if any) shares or stock resulting from any sub-division, consolidation or re-classification thereof;

"Specie Distribution" has the meaning ascribed thereto in Condition 12;

"Specie Distribution Right" has the meaning ascribed thereto in Condition 12;

"Stock Exchange" means The Stock Exchange of Hong Kong Limited;

"Specified Office" means the principal place of business of the Issuer for the time being in Hong Kong or any other office as may be notified by the Issuer to the Noteholders in accordance with Condition 17;

"subsidiary" has the meaning ascribed to it in the Listing Rules;

"Transfer Form" has the meaning ascribed thereto in Condition 3.4(a);

"Transferor" has the meaning ascribed thereto in Condition 3.4(a); and

"USD" or **"United States dollars"** means US dollars, the lawful currency of the United States of America.

- 1.2 The expressions **"Issuer"** and **"Noteholder"** in this Note shall where the context permits include their respective successors and permitted assigns and any persons deriving title under them.
- 1.3 Condition headings are inserted in this Note for reference only and shall be ignored in construing this Note and the Conditions.
- 1.4 Unless the context otherwise requires in this Note, words in the singular include the plural, and vice versa; words importing one gender include the other gender and the neuter and vice versa;

and a reference to a person includes a reference to a body corporate and to any unincorporated body of persons.

2 STATUS

- 2.1 The Notes are in registered form (and in face value) of HK\$100,000,000. Each Note shall have an identifying number which shall be recorded on the relevant Note and in the Register. The Notes are not issuable in bearer form.
- 2.2 The Issuer shall cause to be kept a register on which shall be kept the names, addresses (including its registered address and (if different) its correspondence address), email address(es) of the Noteholder(s) and the particulars of the Notes held by them and of all transfers and conversions of Notes.
- 2.3 The obligations of the Issuer arising under the Notes constitute general, unsubordinated, direct, unconditional and unsecured obligations of the Issuer and shall at all times rank equally among themselves and pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer except for obligations accorded preference by mandatory provisions of applicable law. The obligations under the Notes are incapable of being subordinated except with the consent of the relevant Noteholder.
- 2.4 No application will be made for a listing of the Notes on any stock exchange.
- 2.5 Each Noteholder shall (except as otherwise required by law) be treated as the absolute owner of the Notes registered in its name for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, or the theft or loss of the Note issued in respect of it) and the Issuer shall not be obliged to recognise any interest in any Note other than the absolute and exclusive interest of the relevant Noteholder.
- 2.6 The Issuer shall, subject as hereinafter provided, be at liberty from time to time to issue further bonds, notes and other securities, including but not limited to notes ranking pari passu and/or fungible with the Notes.

3 TRANSFER

- 3.1 Subject to the provisions of Condition 3.2, the Notes is freely transferrable or assignable and may be transferred to any person.
- 3.2 The Notes (or any part thereof) may not be assigned or transferred to a connected person of the Issuer without the prior written consent of the Issuer. Without prejudice to the aforesaid any assignment and/or transfer of Notes is subject to (1) the Listing Rules for so long as the Shares are listed on the Stock Exchange (and the rules of any other stock exchange on which the Shares may be listed at the relevant time) and all applicable laws and regulations; (2) the Code for so long as the Noteholder and his/her/its parties acting in concert upon the exercise of the Note will trigger the mandatory general offer under the Code; and (3) if applicable, the approval of the shareholders of the Issuer in a general meeting if so required and in compliance with the Listing Rules if such assignment and/or transfer is proposed to be made to a connected person of the Issuer.
- 3.3 Any assignment or transfer of a Note shall be of the whole or any part (in an authorised denomination) of the outstanding principal amount of the Note. Title to the Notes passes only upon the entry on the Register of the relevant transfer. The Issuer shall use all reasonable endeavours to facilitate any such assignment or transfer of the Notes, including but not limited to making any necessary applications to the Stock Exchange for approval, if required under the Listing Rules.

- 3.4 In relation to any assignment and/or transfer of a Note permitted under or otherwise pursuant to this Condition 3:
- (a) A Note (or any part (in authorised denominations) thereof) may only be transferred by execution of a form of transfer ("Transfer Form") in or substantially in the form annexed hereto as Annexure I (or in such other form as may be approved by the Issuer) by the transferor and the transferee (or their duly authorised representatives). In this Condition, "Transferor" shall, where the context permits or requires, include joint transferors or can be construed accordingly.
 - (b) The relevant Note certificate must be delivered to the Issuer for cancellation accompanied by: (i) a duly completed and executed (and if required, duly stamped) Transfer Form; (ii) proof reasonably satisfactory to the Issuer, of the authority of the person or persons to execute and deliver the Note and the related Transfer Form; and (iii) a written confirmation from the proposed transferee (or its duly authorised representative) that the proposed transferee is not a connected person of the Issuer (provided that this confirmation may be waived in writing by the Issuer if the Noteholder is itself a connected person of the Issuer and the transferee is an associate as defined under the Listing Rules of that Noteholder). The Issuer shall, within five (5) Business Days of receipt of such documents from the Noteholder, cancel this Note and issue new Note certificate(s) under the seal of the Issuer, in favour of the transferee or assignee in respect of the outstanding principal of this Note so transferred and, if this Note is assigned or transferred in part (in authorised denominations) only, issue new Note certificate(s) under the seal of the Issuer, in favour of the transferor in respect of any balance thereof retained by the transferor Noteholder.
 - (c) Any new Note certificate issued pursuant to Condition 3.4(b) shall be delivered by registered mail or delivered by hand, in each case at the risk of the holder entitled thereto, to the address specified (in the case of transferee) in the Transfer Form or (in the case of the Transferor) in the Register as its correspondence address or (in the absence of which) its registered address, or (at the election of the Issuer) be made available for collection by the holder entitled thereto at the Specified Office.
- 3.5 Registration of transfers of Notes in accordance with this Condition shall be effected without charge by or on behalf of the Issuer.
- 3.6 The Issuer shall not be required to register the transfer of a Note (or any part (in authorised denominations) thereof) (i) during the period of seven (7) days up to and including the due date for any payment of principal or premium, if any, on that Note; or (ii) in respect of which a Conversion Notice has been given in accordance with Condition 7.
- 4 INTEREST**
- 4.1 The Notes shall bear interest and the length of each interest period in relation to the Notes (the "Interest Period") shall be of six (6) months. The first Interest Period shall commence on and include the Issue Date and shall end on (and exclude) the day which is six (6) months after the Issue Date and each subsequent Interest Period shall commence on and include the last day of the last preceding Interest Period and end on (and exclude) the day which is six (6) months after the last day of the last preceding Interest Period and so on. Any Interest Period which would otherwise extend beyond the Maturity Date shall instead end on and exclude the Maturity Date.
- 4.2 Interest on the Notes shall be calculated at the rate of three per cent. (3%) per annum on the principal amount of the Notes from time to time outstanding.
- 4.3 In respect of each Interest Period, interest shall accrue from day to day, shall be calculated on the basis of the actual number of days elapsed in a year of 365 days and shall be due and payable in arrears by the Issuer on the last day of such Interest Period (the "Interest Payment Date").

- 4.4 In the event that any Interest Period would end on a day not being a Business Day, it shall instead end on the next succeeding Business Day.
- 4.5 Subject to Condition 7, in the event of conversion of the Notes, the Issuer shall, upon delivery to the Noteholder of the certificates for the Conversion Shares to which the Noteholder shall become entitled in consequence of the conversion pay interest at the rate specified in Condition 4.2 to the Noteholder in respect of the principal amount of the Notes being converted calculated from (and including) the last day of the immediately preceding Interest Period up to (but excluding) the Conversion Date.

5 PAYMENTS

- 5.1 All payments by the Issuer in respect of the Notes shall be made for value on the due date to such bank account in Hong Kong (or if agreeable by the Issuer, a bank account in a place other than Hong Kong) as the Noteholder may notify the Issuer in writing from time to time (provided that any such notice shall be given no less than five (5) Business Days prior to the date on which any payment is due to be made by the Issuer) or, in the absence of any such notice, by banker's draft to the relevant Noteholder be delivered by registered post or by hand on the due date by the Issuer to the correspondence address or (in the absence of which) the registered address of that Noteholder in the Register at the risk of the Noteholder, provided in either case that the relevant Noteholder shall be responsible for any loss of interest payable in respect of the Note due to it giving inaccurate or late remittance instructions.
- 5.2 All payments by the Issuer in respect of this Note shall be made in Hong Kong dollars or US dollars or Philippine Peso (in the case of US dollars and Philippine Peso, at the prevailing exchange rate as quoted by The Hong Kong Shanghai Banking Corporation or other reputable bank in immediately available funds as agreed with the relevant Noteholder) free and clear of any withholding or deduction for any present or future taxes, imposts, levies, duties or other charge payable by the Issuer. If the Issuer is required by law to make any such deduction or withholding from any amount paid (except where such deduction or withholding represents tax on the overall income of the relevant Noteholder), the Issuer shall pay to the Noteholder such additional amount as shall be necessary so that the Noteholder receives an amount equal to the amount which it would have received if such withholding or deduction had not been made.
- 5.3 If the Issuer defaults in the payment of any sum due and payable under the Note, the Issuer shall pay interest on such sum to the Noteholder from the due date to the date of actual payment in full (both before and after judgment) calculated at the rate of four per cent. (4%) per annum.

6 MATURITY/REDEMPTION

- 6.1 Unless previously converted or purchased (as contemplated in Condition 6.3) or redeemed in accordance with these Conditions, upon presentation of the original certificate of this Note at the Noteholder's own expense during normal business hours of the Specified Office, the Issuer shall redeem this Note on the Maturity Date at the redemption amount which is 108% of the principal amount of this Note then outstanding plus interest at the rate specified in Condition 4.2 in respect of the principal amount of the Notes being redeemed from (and including) the last day of the immediately preceding Interest Payment Date up to (but excluding) the Maturity Date.
- 6.2 Save as provided under these Conditions, the outstanding principal amount of the Note or any part thereof shall not be repaid or prepaid by the Issuer prior to the Maturity Date.
- 6.3 The Issuer or any of its subsidiaries may at any time and from time to time purchase Notes at any price as may be agreed between the Issuer or such subsidiary and the relevant Noteholder. Any Note so purchased shall forthwith be cancelled by the Issuer.

7 **CONVERSION**

- 7.1 Provided that the minimum public float requirements of the Issuer under the Listing Rules will not be breached as a result of an exercise of Conversion Rights hereunder and subject to receipt by the Issuer of the documents referred to in Condition 9.1, the Noteholder shall have the right to convert the whole or part of the outstanding principal amount of the Notes (in authorised denominations) into Shares at any time and from time to time on any Business Day during the Conversion Period at the Conversion Price (subject to adjustment pursuant to Condition 8), so that the number of Conversion Shares which may fall to be issued (subject to Condition 7.2) shall be calculated by applying the following formula:-

$$N = \frac{X}{Y}$$

where N = number of Conversion Shares to be issued

X = the principal amount of the Notes being converted; and

Y = the Conversion Price applicable on the relevant Conversion Date

- 7.2 No fraction of a Share will be issued on conversion and no amount in lieu thereof shall be refunded to the relevant Noteholder. Shares issued upon conversion shall be fully paid, free from any liens, charges, encumbrances, pre-emptive rights or other third party rights and rank pari passu in all respects with all other Shares in issue on the Conversion Date and the Noteholder shall be entitled in respect of its Conversion Shares to all dividends, and other distributions the record date for which falls after the Conversion Date.
- 7.3 The right of the Noteholder to repayment of the principal amount of the Note, and premium (if any), being converted shall be extinguished and released upon exercise of the Conversion Rights in respect thereof.

8 **ADJUSTMENTS**

- 8.1 Subject as hereinafter provided, the Conversion Price shall from time to time be adjusted in accordance with the following relevant provisions and so that if the event giving rise to any such adjustment shall be such as would be capable of falling within more than one of sub-paragraphs (a) to (g) inclusive of this Condition 8.1, it shall fall within the first of the applicable paragraphs to the exclusion of the remaining paragraphs provided that if such event would be capable of falling within sub-paragraph (h) as well, sub-paragraph (h) shall apply:
- (a) If and whenever the Shares by reason of any consolidation or sub-division or reclassification become of a different nominal amount, the Conversion Price in force immediately prior thereto shall be adjusted by multiplying it by the following fraction:

$$\frac{A}{B}$$

where:

A = the revised nominal amount; and

B = the former nominal amount.

Each such adjustment shall be effective from the close of business in Hong Kong on the day immediately preceding the date on which the consolidation or sub-division or reclassification of Shares becomes effective.

- (b) If and whenever the Issuer shall issue (other than in lieu of a cash dividend) any Shares credited as fully paid by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve fund), the Conversion Price in force immediately prior to such issue shall be adjusted by multiplying it by the following fraction:

$$\frac{C}{D}$$

in each case, where:

C = the aggregate nominal amount of the issued Shares immediately before such issue; and

D = the aggregate nominal amount of the issued Shares immediately after such issue.

Each such adjustment shall be effective (if appropriate, retroactively) from the commencement of the day next following the record date for such issue.

- (c) If and whenever the Issuer shall make any Capital Distribution (as defined in Condition 8.2) to holders (in their capacity as such) of Shares (whether on a reduction of capital or otherwise) or shall grant to such holders rights to acquire for cash assets of the Issuer or any of its subsidiaries, the Conversion Price in force immediately prior to such distribution or grant shall be adjusted by multiplying it by the following fraction:

$$\frac{E - F}{E}$$

where:

E = the market price (as defined in Condition 8.2) on the date on which the Capital Distribution or, as the case may be, the grant is publicly announced or (failing any such announcement) the date immediately preceding the date of the Capital Distribution or, as the case may be, of the grant; and

F = the fair market value on the day of such announcement or (as the case may require) the immediately preceding day, as determined in good faith by an approved financial adviser (as defined in Condition 8.2) of the portion of the Capital Distribution or of such rights which is attributable to one Share,

Provided that:

- (i) if in the opinion of the relevant approved financial adviser (as defined in Condition 8.2), the use of the fair market value as aforesaid produces a result which is significantly inequitable, it may instead determine, and in such event the above formula shall be construed as if F meant the amount of the said market price which should properly be attributed to the value of the Capital Distribution or rights; and
- (ii) the provisions of this sub-paragraph (c) shall not apply in relation to the issue of Shares paid out of profits or reserves and issued in lieu of a cash dividend.

Each such adjustment shall be effective (if appropriate, retroactively) from the commencement of the day next following the record date for the Capital Distribution or grant.

- (d) If and whenever the Issuer shall offer to holders of Shares new Shares for subscription by way of rights, or shall grant to holders of Shares any options or warrants to subscribe for new Shares, at a price which is less than 90% of the market price (as defined in Condition 8.2) at the date of the announcement of the terms of the offer or grant, the Conversion

Price shall be adjusted by multiplying the Conversion Price in force immediately before the date of the announcement of such offer or grant by the following fraction:

$$\frac{P + \frac{Q \times R}{S}}{P + Q}$$

where:

P = the number of Shares in issue immediately before the date of such announcement;

Q = the aggregate number of Shares so offered for subscription or comprised in the options or warrants or other rights;

R = the amount (if any) payable for the right, option or warrant to subscribe for each new Share, plus the subscription price payable for each new Share;

S = the market price (as defined in Condition 8.2) of one Share on the trading day immediately prior to such announcement.

Such adjustment shall become effective (if appropriate retroactively) from the commencement of the day next following the record date for the offer or grant.

- (e) (i) If and whenever the Issuer shall issue wholly for cash any securities which by their terms are convertible into or exchangeable for or carry rights of subscription for new Shares, and the total Effective Consideration per Share (as defined below) initially receivable for such securities is less than 90% of the market price (as defined in Condition 8.2) at the date of the announcement of the terms of issue of such securities, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the issue by a fraction of which the numerator is the number of Shares in issue immediately before the date of the issue plus the number of Shares which the total Effective Consideration for the securities issued would purchase at such market price and the denominator is the number of Shares in issue immediately before the date of the issue plus the number of Shares to be issued upon conversion or exchange of, or the exercise of the subscription rights conferred by, such securities at the initial conversion or exchange rate or subscription price. Such adjustment shall become effective (if appropriate retrospectively) from the close of business in Hong Kong on the Business Day next preceding whichever is the earlier of the date on which the issue is announced and the date on which the Issuer determines the conversion or exchange rate or subscription price.
- (ii) If and whenever the rights of conversion or exchange or subscription attached to any such securities as are mentioned in section (i) of this sub-paragraph (e) are modified so that the total Effective Consideration per Share (as defined below) initially receivable for such securities shall be less than 90% of the market price (as defined in Condition 8.2) at the date of announcement of the proposal to modify such rights of conversion or exchange or subscription, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such modification by a fraction of which the numerator is the number of Shares in issue immediately before the date of such modification plus the number of Shares which the total Effective Consideration receivable for the securities issued at the modified conversion or exchange price would purchase at such market price and of which the denominator is the number of Shares in issue immediately before such date of modification plus the number of Shares to be issued upon conversion or exchange of or the exercise of the subscription rights

conferred by such securities at the modified conversion rate or subscription price. Such adjustment shall become effective (if appropriate, retrospectively) as at the date upon which such modification shall take effect. A right of conversion or exchange or subscription shall not be treated as modified for the foregoing purpose where it is adjusted to take account of rights or capitalisation issues and other events which have given rise to adjustment of the Conversion Price under this Condition 8, provided such corresponding adjustment has been made to the Conversion Price.

For the purpose of this sub-paragraph (e), the “**total Effective Consideration**” receivable for the securities issued shall be deemed to be the consideration receivable by the Issuer for any such securities plus the additional minimum consideration (if any) to be received by the Issuer upon (and assuming) the conversion or exchange thereof or the exercise of such subscription rights, and the “**total Effective Consideration per Share**” initially receivable for such securities shall be such aggregate consideration divided by the number of Shares to be issued upon (and assuming) such conversion at the initial conversion rate or the exercise of such subscription rights at the initial subscription price, in each case without any deduction for any commissions, discounts or expenses paid, allowed or incurred in connection with the issue.

- (f) If and whenever the Issuer shall issue wholly for cash any Shares at a price per Share which is less than 90% of the market price (as defined in Condition 8.2) at the date of the announcement of the terms of such issue, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the date of such announcement by a fraction of which the numerator is the number of Shares in issue immediately before the date of such announcement plus the number of Shares which the aggregate amount payable for the issue would purchase at such market price and the denominator is the number of Shares in issue immediately before the date of such announcement plus the number of Shares so issued. Such adjustment shall become effective on the date of the issue.
- (g) If and whenever the Issuer shall issue Shares for the acquisition of any asset at a total Effective Consideration per Share (as defined in this sub-paragraph (g) below) which is less than 90% of the market price (as defined in Condition 8.2) at the date of the announcement of the terms of such issue, the Conversion Price shall be adjusted in such manner as may be determined by an approved financial adviser (as defined in Condition 8.2). Such adjustment shall become effective on the date of issue. For the purpose of this sub-paragraph (g) “**total Effective Consideration**” shall be the aggregate consideration credited as being paid for such Shares by the Issuer on acquisition of the relevant asset without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the “**total Effective Consideration per Share**” shall be the total Effective Consideration divided by the number of Shares issued as aforesaid.
- (h) If the Issuer or the Noteholder determines that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances (whether or not referred to in sub-paragraphs (a) to (g) above) (even if the relevant event or circumstance is specifically excluded in the Conditions from the operation of sub-paragraphs (a) to (g) above), or that an adjustment should be made in a manner other than in accordance with sub-paragraphs (a) to (g) above, or that an adjustment should not be made (even if the relevant event or circumstance is specifically provided for in sub-paragraphs (a) to (g) above), or that the effective date for the relevant adjustment should be a date other than that mentioned in sub-paragraphs (a) to (g) above, the Issuer or the Noteholder may, at its own expense, request an approved financial adviser (as defined in and determined in

accordance with Condition 8.2), acting as expert, to determine as soon as practicable (1) what adjustment (if any) to the Conversion Price is fair and reasonable to take into account thereto and is appropriate to give the result which the approved financial adviser (as defined in Condition 8.2) considers in good faith to reflect the intentions of the provisions of this Condition 8; and (2) the date on which such adjustment should take effect; and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that an adjustment shall only be made pursuant to this sub-paragraph (h) if the approved financial adviser (as defined in Condition 8.2) is so requested to make such a determination.

8.2 For the purposes of this Condition 8:

“**announcement**” shall include the release of an announcement to the press or the delivery or transmission by telephone, telex or otherwise of an announcement to the Stock Exchange and “**date of announcement**” shall mean the date on which the announcement is first so released, delivered or transmitted and “**announced**” shall have a corresponding meaning;

“**approved financial adviser**” means a financial adviser of repute in Hong Kong selected by the Issuer, or jointly with Noteholders representing not less than 75% of the then outstanding principal amount of the Notes upon their request, for the purpose of providing a specific opinion or calculation or determination hereunder;

“**Capital Distribution**” shall mean any distributions in specie or in cash. Any dividend charged or provided for in the accounts for any financial period shall (whenever paid and however described) be deemed to be a Capital Distribution provided that any such dividend shall not be so deemed if it is paid out of the aggregate of the net profits (less losses) attributable to the holders of Shares for all financial periods after 30th June, 2024 as shown in the audited consolidated profit and loss account of the Issuer and its subsidiaries for each financial period ended 30th June;

“**issue**” shall include allot;

“**market price**” means the average of the closing prices of a Share on the Stock Exchange for each of the last ten (10) days on which dealings in the Shares on the Stock Exchange took place ending on the last such dealing day immediately preceding the day on or as of which the market price is to be determined;

“**reserves**” includes unappropriated profits;

“**rights**” includes rights in whatsoever form issued; and

“**Shares**” includes, for the purpose of Shares comprised in any offer pursuant to paragraphs (c), (d), (e) or (f) of Condition 8.1, any such ordinary shares of the Issuer as, when fully paid, will be Shares.

8.3 (a) The provisions of sub-paragraphs (b), (c), (d), (e) and (f) of Condition 8.1 shall not apply to:

- (i) an issue of fully paid Shares upon the exercise of any conversion rights attached to securities convertible into Shares or upon exercise of any rights (including any conversion of part (in authorised denominations) or the whole of the Note) to acquire Shares (except a rights issue) provided that an adjustment (if required) has been made under this Condition 8 in respect of the issue of such securities or granting of such rights (as the case may be);
- (ii) an issue of Shares or other securities of the Issuer or any subsidiary of the Issuer wholly or partly convertible into, or rights to acquire, Shares to officers or employees of the Issuer or any of its subsidiaries or any other eligible participants

pursuant to any share option scheme or share award scheme adopted by the Issuer during the subsistence of the Notes in accordance with the Listing Rules; or

- (iii) an issue of fully paid Shares by way of capitalisation of all or part of any subscription right reserve, or any similar reserve which has been or may be established pursuant to the terms of any securities wholly or partly convertible into or rights to acquire Shares; or
 - (iv) an issue of Shares pursuant to a scrip dividend scheme where an amount not less than the nominal amount of the Shares so issued is capitalised and the market value of such Shares is not more than 110% of the amount of dividend which holders of the Shares could elect to or would otherwise receive in cash, for which purpose the “**market value**” of a Share shall mean the average of the closing prices for such dealing days on which dealings in the Shares took place (being not less than twenty (20) such days) as are selected by the directors of the Issuer for the purposes of the relevant scrip dividend and which fall within the period of one month ending on the last day on which holders of Shares may elect to receive or (as the case may be) not to receive the relevant dividend in cash;
- (b) Without prejudice to the provisions of sub-paragraph (a) of this Condition 8.3, no adjustment to the Conversion Price pursuant to sub-paragraphs (d) to (g) of Condition 8.1 will be made, if at any time the amount of adjustment that but for this Condition 8.3(b) would have been required to be made pursuant to any of those Conditions, when aggregated with other adjustments that had not been made prior to that time as a result of the operation of this Condition 8.3(b), is less than 0.5% of the Conversion Price prevailing at that time. Any adjustment not required to be made as a result of this Condition 8.3(b) shall be carried forward and be taken into account in the first subsequent adjustment made pursuant to Conditions 8.1(d) to (g).

8.4 Any adjustment to the Conversion Price shall be made to the nearest one tenth of a cent so that any amount under HK\$0.005 shall be rounded down and any amount of HK\$0.005 or more shall be rounded up and in no event shall any adjustment (otherwise than upon the consolidation of Shares into Shares of a larger nominal amount) involve an increase in the Conversion Price. In addition to any determination which may be made by the directors of the Issuer, every adjustment to the Conversion Price shall be certified by an approved financial adviser (as defined in Condition 8.2).

8.5 Subject to Condition 10.1, if the Issuer or any subsidiary of the Issuer shall in any way modify the rights attached to any share or loan capital so as wholly or partly to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire, Shares, the Issuer shall appoint an approved financial adviser (as defined in Condition 8.2) to consider whether any adjustment to the Conversion Price is appropriate (and if such approved financial adviser (as defined in Condition 8.2) shall certify that any such adjustment is appropriate, the Conversion Price shall be adjusted accordingly and the provisions of Conditions 8.4, 8.6 and 8.7 shall apply).

8.6 Whenever the Conversion Price is adjusted as herein provided, the Issuer shall as soon as possible but not later than five (5) Business Days after the relevant adjustment has been determined give notice to the Noteholder that the Conversion Price has been adjusted (setting out brief particulars of the event giving rise to the adjustment, the Conversion Price in effect prior to such adjustment, the adjusted Conversion Price and the effective date thereof) and shall at all times thereafter so long as the Note remains outstanding make available for inspection at the Specified Office in Hong Kong a signed copy of the said certificate of the approved financial adviser (as defined in Condition 8.2) setting forth particulars of the event giving rise to the adjustment, the Conversion

Price in effect prior to the adjustment, the adjusted Conversion Price and the effective date thereof.

8.7 Notwithstanding any other provision of this Condition 8, no adjustment shall be made which would (but for this Condition 8.7) result in the Conversion Price being reduced so that on conversion, Shares shall fall to be issued at a discount to their nominal value, and in such case an adjustment shall be made to the effect that the Conversion Price will be reduced to the nominal value of a Share.

9 PROCEDURE FOR CONVERSION

9.1 The Conversion Rights may, subject as provided herein and in Condition 7, be exercised on any Business Day during the Conversion Period by the Noteholder delivering at its own expense to the Issuer during normal business hours at the Specified Office a notice in the form attached as Annexure II duly completed (a "Conversion Notice") stating the intention of the Noteholder to convert such principal amount of this Note and the address in Hong Kong for the delivery of the share certificates of the Conversion Shares pursuant to Condition 9.2 together with the original of this Note.

The Issuer shall be responsible for payment of all taxes and stamp, issue and registration fees and duties (if any), and Stock Exchange levies and charges (if any) arising on any such conversion. Subject to the aforementioned, the Noteholder shall pay all other charges and taxes arising from or in respect of the conversion of the Note and any profit tax (or its equivalent) against which the Noteholder may be assessed for any disposal of the Note or Conversion Shares. A Conversion Notice once delivered shall be irrevocable. The exercise of the Conversion Rights is subject to any relevant terms and conditions of the Subscription Agreement for the Notes, including regulatory notices, approvals, or filings required by the relevant government agencies for the exercise of the Conversion Rights.

9.2 The Conversion Shares shall be issued and allotted by the Issuer, credited as fully paid, to the relevant Noteholder or its nominees as it may in writing direct within five (5) Business Days after, and with effect from, the Conversion Date against delivery of the original certificate of the Note (which the Noteholder is obliged to deliver to the Issuer following such conversion), and the Issuer shall issue certificate or certificate(s) for the Conversion Shares to which the Noteholder or such person as it may direct shall become entitled in consequence of exercising its Conversion Rights in board lots with one certificate for any odd lot of Shares arising from conversion and shall deliver the share certificate to the Noteholder at the address in Hong Kong set out in the Conversion Notice (or, in the absence of such an address to the correspondence address or, in the absence of which, the registered address of the Noteholder specified in the Register) at the risk of the Noteholder, together with the original Note with an endorsement on it by a director of the Issuer for any balance of the Note not converted within the five (5) Business Day period referred to above.

10 PROTECTION OF THE NOTEHOLDER

10.1 So long as any Notes are outstanding, unless a Noteholder holding, or Noteholders together holding not less than 50% of the then outstanding principal amount of the Notes gives his or their prior written approval otherwise:

- (a) the Issuer shall not authorise or effect a voluntary liquidation of the Issuer;
- (b) the Issuer shall from time to time keep available for issue, free from pre-emptive rights, out of its authorised but unissued capital, sufficient Shares to satisfy in full the Conversion Rights and the terms of any other securities for the time being in issue which are convertible into or have the right to subscribe Shares;

- (c) the Issuer shall not in any way modify the rights attached to the Shares (except as contemplated under Condition 8) as a class or attach any special restrictions thereto;
- (d) the Issuer shall use all reasonable endeavours (i) to maintain a listing for all the issued Shares on the Stock Exchange; (ii) to obtain and maintain a listing on the Stock Exchange for all the Conversion Shares; and (iii) to obtain a listing for all the Conversion Shares issued on the exercise of the Conversion Rights attaching to the Notes on any other stock exchange on which any of the Shares are for the time being listed and will forthwith give notice to the Noteholder in accordance with Condition 16 of the listing or delisting of the Shares by any such stock exchange;
- (e) the Issuer shall ensure that all the Conversion Shares will be duly and validly issued fully paid and registered;
- (f) the Issuer shall comply with and procure the compliance and fulfilment of all conditions imposed by the Stock Exchange or by any other competent authority (in Hong Kong or elsewhere) for approval of the issue of the Notes or for the listing of and permission to deal in the Conversion Shares issued or to be issued on the exercise of the Conversion Rights and shall ensure the continued compliance and fulfilment thereof (provided in each case that the Noteholder complies with and satisfies all such conditions applicable to it);
- (g) if an offer is made to holders of Shares to acquire all or any proportion of the Shares pursuant to the Code, the Issuer shall forthwith give notice of such offer to the Noteholder and shall use all reasonable endeavours to procure that a similar offer is extended in respect of the Note or in respect of any Shares issued on conversion of the Note during the period of the offer;
- (h) the Issuer shall not enter into any deed, agreement, assignment, instrument or documents whatsoever binding on it which may result in any breach of any of the terms and conditions of the Note;
- (i) upon request of the Noteholder, the Issuer shall provide the Noteholder with a copy of its annual report and interim report and all other statements and circulars by the Issuer to its Shareholders; and
- (j) the Issuer shall not grant any share options or awards under any share option scheme or share award scheme adopted by the Issuer (it being acknowledged and agreed that the Noteholder(s) shall act reasonably when considering to provide written approval);
- (k) the Issuer shall not amend its constitutional documents, unless for purpose of complying with applicable laws, rules, regulations, or order of competent authority;
- (l) the Issuer will not consolidate with, merge into or sell or transfer all or substantially all of its assets as an entirety to any person; and
- (m) the Issuer shall not incur or agree to incur any expenditure exceeding HK\$50,000,000 on a per item basis (it being acknowledged and agreed that the Noteholder(s) shall act reasonably when considering to provide written approval).

10.2 So long as any Notes are outstanding, the Issuer shall provide to the Noteholder(s) a bi-monthly expenditure budget setting out items which are expected to exceed HK\$5,000,000 on a per item basis.

11 EVENTS OF DEFAULT

11.1 If any of the following events ("Events of Default") occurs, the Noteholder of this Note may give notice in writing (a "Default Redemption Notice") to the Issuer that the principal amount

of this Note then outstanding has, on the giving of such notice, become immediately due and payable, whereupon the principal amount then outstanding on this Note shall become immediately due and payable together with any accrued and unpaid interest under Condition 4.1 calculated up to and including the date of payment:

- (a) the Shares ceased to be listing on the Stock Exchange or the trading of the Shares on the Stock Exchange is suspended for a continuous period of ten (10) Business Days or more on each day of which the Stock Exchange is generally open for the business or dealing in securities;
- (b) the Issuer defaults in performance or observance or compliance with any of its obligations contained in the Conditions and such default continues for a period of twenty (20) Business Days next following after service by the Noteholder holding, or Noteholders together holding, not less than 50% of the then outstanding principal amount of the Notes, notice requiring such default to be remedied; or
- (c) the Issuer fails to pay the principal when due or the Issuer fails to pay interest on the Note when due unless non-payment of such interest is due solely to administrative or technical error and payment is made within ten (10) Business Days of the due date thereof; or
 - (i) an encumbrancer takes possession or a receiver, manager or other similar officer is appointed of the whole or any material part of the undertaking, property, assets or revenues of the Issuer or any of its major subsidiaries and is not discharged, paid out, withdrawn or remedied within ten (10) Business Days; or
 - (ii) the Issuer or any of its major subsidiaries becomes insolvent or is unable to pay its debts as they mature or applies for or consents to or suffers the appointment of any administrator, liquidator or receiver of the Issuer or any of its major subsidiaries or the whole or any material part of the undertaking, property, assets or revenues of the Issuer or any of its major subsidiaries or takes any proceeding under any law for a readjustment or deferment of its obligations or any part of them or makes or enters into a general assignment or compromise with or for the benefit of its creditors; or
 - (iii) an order is made or an effective resolution passed for winding-up of the Issuer or any of its major subsidiaries, except in the case of winding up of such subsidiaries in the course of reorganisation that has been approved by the Noteholder or Noteholders together holding not less than 51% of the then outstanding principal amount of the Notes; or
 - (iv) a moratorium is agreed or declared in respect of any indebtedness of the Issuer or any of its major subsidiaries or any governmental authority or agency condemns, seizes, compulsorily purchases or expropriates all or any material part of the assets of the Issuer or any of its major subsidiaries; or
 - (v) the Issuer consolidates or amalgamates with or merge into any other corporation (other than a consolidation, amalgamation or merger in which the Issuer is the continuing corporation), or the Issuer sells or transfers all or substantially all of its assets, or
 - (vi) at any time any material indebtedness of the Issuer or its major subsidiaries becomes due and payable prior to its stated maturity by reason of default, or event of default (howsoever described) by the Issuer or any of its major subsidiaries.

11.2 The Issuer shall forthwith on becoming aware of any such event as is mentioned in this Condition give notice in writing thereof to the Noteholder(s). Notwithstanding the foregoing, if the Issuer

shall fail to issue the Conversion Shares in accordance with the Conditions, any Noteholder shall be entitled to bring an action against the Issuer for either specific performance or damages.

- 11.3 The Issuer shall indemnify and shall always keep indemnified the Noteholder, upon demand, against any damages, losses, costs, expenses (including legal costs and expenses) or other liabilities which the Noteholder may suffer or incur as a result of or in connection with any breach or non-performance or non-compliance by the Issuer of any of the agreements, undertakings and obligations herein contained or any other terms and conditions of the Note.

12 DISTRIBUTION IN SPECIE

If the Issuer declares a distribution in specie other than an issue of Shares in lieu of a cash dividend falling under Condition 8.1(c) (a “**Specie Distribution**”) to the shareholders of the Issuer at any time during the period in which the Noteholder can exercise its Conversion Rights, the Noteholders shall, unless an adjustment to the Conversion Price has been made under Condition 8 in respect of the Specie Distribution in full (or would have been adjusted in full but for the operation of Condition 8.3(b)), be entitled to an amount (the “**Specie Distribution Right**”) which shall be determined as follows:

- (a) the Issuer will as soon as practicable after the date of announcement of the Specie Distribution but before the date on which the Specie Distribution is made instruct an approved financial adviser (as defined in Condition 8.2) to value the Specie Distribution which would have been payable to each Noteholder on the Shares falling to be issued if that Noteholder had exercised its Conversion Rights immediately prior to the record date for the Specie Distribution in respect of the whole of the principal amount of the Note then outstanding (the “**Notional Specie Distribution**”); and
- (b) upon the determination of the approved financial adviser's valuation of the Notional Specie Distribution (which valuation shall be final and binding on both the Issuer and the Noteholders) the Issuer shall pay a cash amount within five (5) Business Days after the later of the date on which the Specie Distribution is made and the date on which the determination is made by the approved financial adviser (as defined in Condition 8.2) equal to the value of the Notional Specie Distribution to the Noteholders.

13 VOTING

The Noteholder will not be entitled to receive notices of, attend or vote at any meetings of the Issuer by reason only of it being the Noteholder.

14 EXPERTS

In giving any certificate or making any adjustment hereunder, any approved financial adviser (as defined in Condition 8.2) shall be deemed to be acting as experts and not as arbitrators and, in the absence of manifest error, their decision shall be conclusive and binding on the Issuer and the Noteholder and all persons claiming through or under them respectively.

15 REPLACEMENT NOTES

If a Note is lost or mutilated, the Noteholder shall notify the Issuer as soon as practicable and a replacement Note shall be issued if the Noteholder provides the Issuer with: (a) the mutilated Note (if available); (b) a declaration by the Noteholder or its officer that the Note had been lost or mutilated (as the case may be) or other evidence that the Note had been lost or mutilated; and (c) an appropriate indemnity in such form and content as the Issuer may reasonably require. Any

Note replaced in accordance with this Condition shall forthwith be cancelled. All reasonable administrative costs and expenses associated with the preparation, issue and delivery of a replacement Certificate for any Note shall be borne by the relevant Noteholder.

16 NOTICES

Each notice, demand or other communication to be given or made under the Note shall be in writing and delivered or sent to the relevant party at its respective address (either registered address or correspondence address) or email address set out in the Register:

To the Issuer: at its Specified Office (for the attention of the Company Secretary)

To each Noteholder: as recorded on the Register

A Noteholder may from time to time by notice given in accordance with this Condition 16 give not less than five (5) Business Days' prior notice of any change of its addresses or email address.

Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered: (a) if given or made by letter and delivered by hand or courier when actually delivered to the relevant address; (b) if given or sent by registered mail, on the date which is two (2) Business Days (in the case of mail sent to a local address) or five (5) Business Days (in the case of mail sent to an overseas address) after the posting thereof; and (c) if given or made by facsimile or email, when despatched with confirmation of successful transmission (and if the deemed date of delivery is not a Business Day, on the immediately following Business Day).

17 AMENDMENT

The terms and conditions of the Notes may be varied, expanded or amended only by agreement in writing between the Issuer and a Noteholder holding or Noteholders together holding, at least 75% of the then outstanding principal amount of the Notes and any such variation, expansion and amendment shall be notified to the Noteholders generally and shall be binding on the Issuer and all Noteholders.

18 GOVERNING LAW AND JURISDICTION

The Notes and the Conditions are governed by and shall be construed in accordance with the laws of Hong Kong.

19 RIGHT OF THIRD PARTIES

No person (being a natural person or legal entity), other than the parties hereto has or may or will have, any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce, make or pursue any claim, or enjoy and benefit under any provisions of this Note. Application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

Annexure I
TRANSFER FORM

HK\$1,600,000,000 3% CONVERTIBLE NOTE DUE [YEAR TO BE INSERTED]

(Being one of the convertible notes in the aggregate principal amount of up to HK\$1,600,000,000 issued pursuant to the memorandum of association and articles of association of [*] (the "Issuer") and a resolution of the board of directors of the Issuer passed on [●] 2025 pursuant to the authority granted by a shareholders' resolution of the Issuer passed on [●] 2025.)

Terms defined in the enclosed Note (as it may be amended from time to time) shall bear the same meaning in this Transfer Form.

FOR VALUE RECEIVED the undersigned transfers hereby to the transferee (the "Transferee") whose particulars are set out below HK\$..... principal amount of the enclosed Note, and all rights in respect thereof and irrevocably requests the Issuer to register and to issue new Notes in accordance with the terms of this Note (as it may be amended from time to time).

Particulars of the Transferee are as follows:

(PLEASE PRINT OR TYPE IN THE RELEVANT INFORMATION)

| | |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Transferee: | |
| Registered Address: | |
| Correspondence Address: | |
| Email Address: | |
| HK dollar/US dollar/Philippine Peso registered account for the purposes of payments under the Notes: | <ul style="list-style-type: none">● Name of Account● Account No.● Sort Code:● Name of Bank:● Address of Bank: |

[The Transferee hereby irrevocably represents, warrants and undertakes to the Issuer that it is not a connected person of the Issuer.]

Dated:

Transferor's Name:

Transferee's Name:

Transferor's authorised signature:

Transferee's authorised signature:

Witness to Transferor's signature:

Witness to Transferee's signature:

[signature]

[signature]

name

name

Notes:

1. *A representative of the Noteholder should state the capacity in which he signs (e.g. director).*
2. *In the case of joint holders, all joint holders must sign this transfer form.*
3. *The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Agent or the Registrar may require.*

Annexure II

FORM OF CONVERSION NOTICE

HK\$1,600,000,000 3% CONVERTIBLE NOTE DUE [YEAR TO BE INSERTED]

(Forming part of an issue of convertible notes in the aggregate principal amount of up to HK\$1,600,000,000 issued pursuant to the memorandum of association and articles of association of [*] (the "Issuer") and a resolution of the board of directors of the Issuer passed on [•] 2025 pursuant to the authority granted by a shareholders' resolution of the Issuer passed on [•] 2025.)

To : [*]

Terms defined in the enclosed Note (as may be amended) shall bear the same meaning in this Conversion Notice.

The undersigned hereby irrevocably elects to convert the following amount of the enclosed Note into shares of the Issuer in accordance with the Conditions, as of the date specified below, such shares to be issued in the name of the shareholder set out below.

| | |
|-------------------------------------------------------|--|
| Name of Noteholder: | |
| Note Number(s): | |
| Amount to be converted: | |
| Conversion Date: (being the date of this notice) | |
| Applicable Conversion Price: | |
| Name in which Shares are to be issued: | |
| Address of shareholder: | |
| Delivery address in Hong Kong for share certificates: | |

We hereby acknowledge that you will in reliance of the foregoing representation, warranty and undertaking issue and allot Conversion Shares to us in accordance with the Conditions.

Signature of Noteholder:

Dated [•] 20[•]

SCHEDULE 2
DRAFT ANNOUNCEMENT

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.

This announcement appears for information purpose only and does not constitute an invitation or offer to acquire, purchase or subscribe for the securities of the Company.

INTERNATIONAL ENTERTAINMENT CORPORATION
國際娛樂有限公司

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 01009)

- (1) ISSUE OF CONVERTIBLE NOTES UNDER
SPECIFIC MANDATE**
- (2) APPLICATION FOR WHITEWASH WAIVER**
- (3) SPECIAL DEAL IN RELATION TO EARLY
REPAYMENT OF PROMISSORY NOTES
AND**
- (4) COMMENCEMENT OF OFFER PERIOD**

Independent Financial Adviser to the Independent Board Committee
and the Independent Shareholders



On 17 November 2025 (after trading hours), the Company entered into the Subscription Agreement with the Subscriber, pursuant to which the Company conditionally agreed to issue and the Subscriber conditionally agreed to subscribe for the Notes in an aggregate amount of up to HK\$1.6 billion.

Upon full conversion of the Notes, based on the initial Conversion Price of HK\$1.00 per Conversion Share (subject to adjustments pursuant to the Conditions), a total of 1,600,000,000 Conversion Shares will be issued. The Notes and the Conversion Shares will be issued under the Specific Mandate to be sought from the Shareholders at the EGM. The Subscription is conditional upon, among others, the Listing Committee granting the listing of, and the permission to deal in, the Conversion Shares and the passing of an ordinary resolution by the Shareholders at the EGM to approve the Subscription Agreement and the transactions contemplated thereunder.

An application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Conversion Shares on the Stock Exchange. No application will be made for the listing of the Notes.

TAKEOVERS CODE IMPLICATIONS

- (1) Application for Whitewash Waiver**

The Subscriber does not hold any Shares.

Assuming there will be no change in the issued share capital of the Company between the date of this announcement and the full conversion of the Notes, upon full conversion of the Notes at the initial Conversion Price, a total of 1,600,000,000 Conversion Shares will be issued and allotted to the Subscriber, representing approximately 53.89% of the issued share capital of the Company as enlarged by the issue and allotment of the Conversion Shares. The Subscriber will therefore acquire more than 30% of the voting rights of the Company pursuant to Rule 26.1 of the Takeovers Code upon full conversion of the Notes.

As such, the Subscriber, upon full conversion of the Notes, will be obliged to make a mandatory general offer for all the issued Shares not already owned or agreed to be acquired by it and the parties acting in concert with it pursuant to Rule 26.1 of the Takeovers Code, unless the Whitewash Waiver is granted and approved.

The Subscriber will apply to the Executive for the Whitewash Waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code in respect of the issue and allotment of the Conversion Shares. The Whitewash Waiver, if granted by the Executive, would be conditional upon (i) approval by at least 75% of the votes cast by the Independent Shareholders at the EGM by way of poll in respect of the Whitewash Waiver; (ii) approval by more than 50% of the votes cast by the Independent Shareholders at the EGM by way of poll in respect of the Subscription and the transactions contemplated thereunder.

Reservation of right to waive the Whitewash Waiver and commencement of offer period

The Executive may or may not grant the Whitewash Waiver. In the event that (i) the Whitewash Waiver is not granted by the Executive; or (ii) if the Whitewash Waiver is granted by the Executive but the relevant resolution relating to the Whitewash Waiver is not passed by the Independent Shareholders at the EGM, the Subscriber may, at its discretion, waive the condition precedent in relation to the Whitewash Waiver and proceed with the Subscription. In such circumstances, a general offer obligation will be triggered if the Subscriber exercises its Conversion Rights under the Notes to the extent that it will acquire 30% or more of the voting rights of the Company.

Given the Subscriber has reserved its right to waive the conditions in relation to the granting of the Whitewash Waiver and the approval of the Whitewash Waiver by the Independent Shareholders, the possibility of the Shareholders receiving the Possible Offer as a result of the Subscription (and conversion of the Notes) cannot be ruled out. Accordingly, an offer period in respect of the Company has commenced as at the date of this announcement.

If the Whitewash Waiver is not granted or approved, the Subscriber will disclose in the results announcement of the EGM whether or not it will proceed with the Subscription and make a general offer in the event that it exercises its Conversion Rights under the Notes which will result in it acquiring 30% or more of the voting rights of the Company.

(2) Special Deal in relation to the PN Repayment

As at the date of the Subscription Agreement and the date of this announcement, the PN Holder is a Shareholder holding 41,160,000 Shares, representing approximately 3.01% of the issued share capital of the Company. As set out in the sections headed "Reasons for and benefits of the Subscription" and "Use of proceeds", part of the net proceeds to be received from the Subscription will be used for the PN Repayment in the event that the Subscription is completed. Given the PN Repayment is not extended to all other Shareholders, it constitutes a special deal under Note 5 to Rule 25 of the Takeovers Code and therefore

requires (i) consent by the Executive; (ii) the Independent Financial Adviser to publicly state in its opinion that the terms of the Subscription Agreement and the PN Repayment are fair and reasonable; and (iii) approval by more than 50% of the votes cast by the Independent Shareholders at the EGM by way of poll in respect of the Special Deal.

An application will be made by the Company to the Executive for the consent to the Special Deal under Rule 25 of the Takeovers Code.

ESTABLISHMENT OF INDEPENDENT BOARD COMMITTEE AND APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER

The Independent Board Committee, comprising Mr. Cheng Hong Wai, Mr. Luk Ching Kwan Corio and Ms. Danica Ramos Lumawig (being all the independent non-executive Directors who have no direct or indirect interest in the transactions contemplated under the Subscription, the Whitewash Waiver and the Special Deal) has been established by the Company to advise the Independent Shareholders on the Subscription Agreement, the Whitewash Waiver and the Special Deal.

The Company has appointed the Independent Financial Adviser (with the approval of the Independent Board Committee) to advise the Independent Board Committee and the Independent Shareholders on the Subscription Agreement, the Whitewash Waiver and the Special Deal.

GENERAL

The EGM will be convened for the Shareholders to consider and, if thought fit, approve the Subscription (including the grant of the Specific Mandate), the Whitewash Waiver and the Special Deal. A circular containing, among other things, (i) further details of the Subscription Agreement, the Whitewash Waiver and the Special Deal; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders in respect of the aforesaid transactions; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders on the aforesaid transactions; and (iv) a notice of the EGM is expected to be despatched to the Shareholders as soon as practicable and no later than 21 days after the date of this announcement unless the Executive grants a consent for extension. .

The Whitewash Waiver is subject to the grant of the Executive and approval of the Independent Shareholders at the EGM. The Executive and the Independent Shareholders may or may not grant or approve the Whitewash Waiver.

The Special Deal is subject to the consent of the Executive and the approval of the Independent Shareholders at the EGM. The Executive may or may not consent to the Special Deal and the Independent Shareholders may or may not approve the Special Deal.

Completion of the Subscription is subject to fulfillment or waiver (as applicable) of the conditions precedent. Accordingly, the Subscription may or may not proceed.

Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company, and if they are in any doubt about their position, they should consult their professional advisers.

ISSUE OF THE NOTES UNDER SPECIFIC MANDATE

On 17 November 2025 (after trading hours), the Company entered into the Subscription Agreement with the Subscriber, pursuant to which the Company conditionally agreed to issue and the Subscriber conditionally agreed to subscribe for the Notes at an aggregate amount of up to HK\$1.6 billion.

Set out below is a summary of the principal terms of the Subscription Agreement.

| | | |
|---------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date | : | 17 November 2025 |
| Parties | : | (i) the Company as issuer; and (ii) the Subscriber |
| Subscription amount | : | Up to HK\$1.6 billion The Subscriber shall or procure its wholly-owned subsidiary to subscribe for the Notes in two tranches, namely, the First Subscription in the principal amount of HK\$0.8 billion and the Second Subscription in the principal amount of HK\$0.8 billion. The subscription of the Second Subscription Notes shall take place within three (3) months from the First Completion, unless otherwise agreed by the Company and the Subscriber. |
| Conversion Price | : | The initial Conversion Price per Conversion Share shall be HK\$1.00, subject to usual anti-dilution adjustments in certain events such as share consolidation, share sub-division, reclassification, capitalisation issue, capital distribution, rights issue and other equity or equity derivatives issues. |
| Adjustment events | : | The initial Conversion Price is subject to adjustment from time to time upon the occurrence of certain prescribed events, including (i) consolidation, sub-division or reclassification of Shares; (ii) capitalisation of profits or reserves (including any share premium account or capital redemption reserve fund); (iii) capital distribution (which shall include any distributions in specie or in cash); (iv) rights issue or grant of any options or warrants to subscribe for new Shares at a price which is less than 90% of the market price; (v) issue of securities which are convertible into or exchangeable for or carry rights of subscription for new Shares at a price which is less than 90% of the market price; (vi) modification of rights of conversion or exchange or subscription attaching to the securities of the Company as in (v) at a price which is less than 90% of the market price; (vii) issue of any new Shares at a price which is less than 90% of the market price; or (viii) issue of |

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| | | <p>Shares for the acquisition of any asset at a price which is less than 90% of the market price.</p> <p>For these purposes, the term “market price” means the average of the closing prices per Share on the Stock Exchange for each of the last 10 days on which dealings in the Shares on the Stock Exchange took place ending on the last such dealing day immediately preceding the day on or as of which the market price is to be determined.</p> |
| Interest rate: | : | 3% per annum, payable on a half-yearly basis. |
| Maturity | : | The fifth (5 th) anniversary from the date of the issue of the relevant Notes (the “Maturity Date”). |
| Redemption | : | Unless previously converted or purchased or redeemed by the Company, the Company will redeem the Notes on the Maturity Date at the redemption amount which is 108% of the principal amount of the Notes then outstanding plus interest accrued. |
| Repayment | : | The outstanding principal amount of the Notes or any part thereof shall not be repaid or prepaid by the Company prior to the Maturity Date. |
| Repurchase | : | The Company or any of its subsidiaries may at any time and from time to time purchase the Notes at any price as may be agreed between the Company or such subsidiary and the Noteholder. Any Note so purchased shall forthwith be cancelled by the Company. |
| Transferability | : | The Notes will be freely transferable but may not be assigned or transferred to a connected person of the Company without the prior written consent of the Company. The Company shall promptly notify the Stock Exchange upon becoming aware of any dealings in the Notes by any connected person of the Company. |
| Conversion period | : | The Noteholder shall have the right to convert at any day commencing on the thirty-first (31 st) day after the date of issue of the relevant Notes and until the Maturity Date. |
| Conversion Shares | : | Upon full conversion of the Notes at the initial Conversion Price, a total of 1,600,000,000 Shares will be issued by the Company, representing approximately 53.89% of the issued share capital of the Company as enlarged by the issue and allotment of the Conversion Shares (assuming no change in the issued share capital of the Company since the |

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| | | <p>date of the Subscription Agreement up to the full conversion of the Notes).</p> <p>The Noteholder shall have the right to convert the whole or part of the outstanding principal amount of the Notes in the integral multiple of HK\$10,000,000 into the Conversion Shares.</p> <p>The Conversion Shares shall be issued and allotted by the Company, credited as fully paid, with effect from the date on which Conversion Rights are validly exercised by the Noteholder(s), and the Noteholder(s) shall be entitled to all dividends and other distributions on the record date which fall after the respective conversion dates.</p> |
| Voting | : | <p>A Noteholder will not be entitled to receive notice of, attend or vote at any meetings of the Company by reason only of it being the Noteholder.</p> |
| Events of default | : | <p>If any of the following events ("Events of Default") occurs, the Noteholder(s) may give notice in writing to the Company that the principal amount of the Notes, together with any accrued and unpaid interest, shall become immediately due and payable:</p> <p>(a) the Shares ceased to be listing on the Stock Exchange or the trading of the Shares on the Stock Exchange is suspended for a continuous period of 10 Business Days or more on each day of which the Stock Exchange is generally open for the business or dealing in securities;</p> <p>(b) the Company fails to perform or observe or comply with any of its obligations contained in the Notes, if such default is capable of remedy, is not remedied within 20 Business Days after written notice of such default has been given to the Company by the Noteholder holding or Noteholders together holding, not less than 50% of the then outstanding principal amount of the Notes; or</p> <p>(c) the Company fails to pay the principal amount when due or the interest on the Notes when due unless non-payment of such interest is due solely to administrative or technical error and payment is made within 10 Business Days of the due date thereof; or</p> <p>(i) an encumbrancer takes possession or a receiver, manager or other similar</p> |

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| | <p>officer is appointed of the whole or any material part of the undertaking, property, assets or revenues of the Company or any of its Major Subsidiaries and is not discharged, paid out, withdrawn or remedied within 10 Business Days; or</p> <p>(ii) the Company or any of its Major Subsidiaries becomes insolvent or is unable to pay its debts as they mature or applies for or consents to or suffers the appointment of any administrator, liquidator or receiver of the Company or any of its Major Subsidiaries or the whole or any material part of the undertaking, property, assets or revenues of the Company or any of its Major Subsidiaries or takes any proceeding under any law for a readjustment or deferment of its obligations or any part of them or makes or enters into a general assignment or compromise with or for the benefit of its creditors; or</p> <p>(iii) an order is made or an effective resolution passed for winding-up of the Company or any of its Major Subsidiaries, except in the case of winding up of such subsidiaries in the course of reorganisation that has been approved by the Noteholder or Noteholders together holding not less than 51% of the then outstanding principal amount of the Notes; or</p> <p>(iv) a moratorium is agreed or declared in respect of any indebtedness of the Company or any of its Major Subsidiaries or any governmental authority or agency condemns, seizes, compulsorily purchases or expropriates all or any material part of the assets of the Company or any of its Major Subsidiaries; or</p> <p>(v) the Company consolidates or amalgamates with or merge into any other corporation (other than a consolidation, amalgamation or merger in which the Company is the continuing corporation), or the Company sells or transfers all or</p> |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
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| | | <p>substantially all of its assets, or</p> <p>(vi) at any time any material indebtedness of the Company or its Major Subsidiaries becomes due and payable prior to its stated maturity by reason of default, or event of default (howsoever described) by the Company or any of its Major Subsidiaries.</p> |
| Ranking | : | <p>The Conversion Shares, when issued and allotted, shall rank pari passu in all respects with the Shares in issue as at the date on which the relevant Conversion Rights are exercised.</p> |

Conversion Price

The initial Conversion Price of HK\$1.00 per Conversion Share represents either one of the following:

- (i) a discount of approximately 16.67% to the closing price of HK\$1.20 per Share as quoted on the Stock Exchange on the date of the Subscription Agreement;
- (ii) a discount of approximately 17.36% to the average closing price of approximately HK\$1.21 per Share as quoted on the Stock Exchange for the five (5) consecutive trading days immediately prior to the date of the Subscription Agreement;
- (iii) a discount of approximately 18.70% to the average closing price of approximately HK\$1.23 per Share as quoted on the Stock Exchange for the 30 consecutive trading days immediately prior to the date of the Subscription Agreement;
- (iv) a discount of approximately 19.35% to the average closing price of approximately HK\$1.24 per Share as quoted on the Stock Exchange for the 60 consecutive trading days immediately prior to the date of the Subscription Agreement;
- (v) a discount of approximately 19.35% to the average closing price of approximately HK\$1.24 per Share as quoted on the Stock Exchange for the 90 consecutive trading days immediately prior to the date of the Subscription Agreement;
- (vi) a premium of approximately 78.57% over the net asset value of approximately HK\$0.56 per Share based on the audited consolidated net asset value of the Group attributable to the Shareholders of approximately HK\$773,096,000 as at 30 June 2025 and 1,369,157,235 Shares in issue on the date of the Subscription Agreement; and
- (vii) a theoretical dilution effect (as defined under Rule 7.27B of the Listing Rules) represented by a discount of approximately 9.09%, represented by the theoretical diluted price of approximately HK\$1.10 per Share to the

benchmarked price of approximately HK\$1.21 per Share (as defined under Rule 7.27B of the Listing Rules), taking into account the higher of the closing price of the Shares on the date of the Subscription Agreement and the average of the closing prices of the Shares as quoted on the Stock Exchange for the five (5) consecutive trading days immediately prior to the date of the Subscription Agreement.

The aggregate nominal value of the Conversion Shares, upon full conversion of the Notes, will be HK\$16,000,000.

The initial Conversion Price was arrived at after arm's length negotiations between the Company and the Subscriber, taking into account of, among others, the market condition, the financial conditions, performance and business prospects of the Group, the prevailing and historical market prices of the Shares, and in particular, the premium of the initial Conversion Price over the net asset value per Share as at 30 June 2025. The Directors (excluding the independent non-executive Directors) consider the initial Conversion Price is fair and reasonable and is in the interests of the Company and the Shareholders as a whole.

Conditions precedent of the Subscription Agreement

The First Completion is conditional upon the satisfaction (or waiver) of the following conditions precedent:

- (i) the approval by more than 50% of the votes cast by the Shareholders at the EGM in respect of the issue of the Conversion Shares under the Specific Mandate;
- (ii) (a) the approval by at least 75% of the votes cast by the Independent Shareholders at the EGM in respect of the Whitewash Waiver;
(b) the approval by more than 50% of the votes cast by the Independent Shareholders at the EGM in respect of the Subscription Agreement and the transactions contemplated thereunder; and
(c) the approval by more than 50% of the votes cast by the Independent Shareholders at the EGM in respect of the Special Deal;
- (iii) the granting of the Whitewash Waiver by the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code of the obligation on the part of the Subscriber and the parties acting in concert with it to make a mandatory general offer for all the Shares and other securities of the Company (other than those already owned or agreed to be acquired by the Subscriber and its concert parties) as a result of the issue and allotment of the Conversion Shares pursuant to the conversion of the Notes, and the Whitewash Waiver remaining in full force and effect;
- (iv) the Executive having consented to the Special Deal pursuant to Note 5 to Rule 25 of the Takeovers Code;
- (v) the Listing Committee having granted (either unconditionally or subject to conditions) listing of, and permission to deal in, the Conversion Shares;

- (vi) the warranties made by the Company in the Subscription Agreement being true, complete and accurate and not misleading in all material respects when made and shall be true, complete and accurate, and not misleading in all material respects as at the First Completion as if made at the First Completion; and
- (vii) the warranties made by the Subscriber in the Subscription Agreement being true, complete and accurate and not misleading in all material respects when made and shall be true, complete and accurate, and not misleading in all material respects as at the First Completion as if made at the First Completion.

The Second Completion is conditional upon the satisfaction (or waiver) of the following conditions precedent:

- (viii) the warranties made by the Company in the Subscription Agreement being true, complete and accurate and not misleading in all material respects when made and shall be true, complete and accurate, and not misleading in all material respects as at the Second Completion as if made at the Second Completion; and
- (ix) the warranties made by the Subscriber in the Subscription Agreement being true, complete and accurate and not misleading in all material respects when made and shall be true, complete and accurate, and not misleading in all material respects as at the Second Completion as if made at the Second Completion.

The Subscriber may, at its discretion, waive conditions (ii)(a) and (b), (iii) and (vi) above, and the Company may, at its discretion, waive conditions (ii)(c), (iv) and (vii) above for the First Completion. In the event that the Special Deal is not approved by the Independent Shareholders, the Company may waive conditions (ii)(c) and (iv) and will not apply the net proceeds to be received from the Subscription towards the PN Repayment. The net proceeds of the Subscription intended to be applied towards the PN Repayment will be re-allocated to fund the Investment Commitment (as defined below). For the Second Completion, the Subscriber may, at its discretion, waive condition (viii), and the Company may, at its discretion, waive condition (ix) above. As the Subscriber has reserved its right to waive conditions (ii)(a) and (b) and (iii) above, the possibility of the Shareholders receiving the Possible Offer as a result of the Subscription (and conversion of the Notes) cannot be ruled out. Accordingly, an offer period in respect of the Company has commenced as at the date of this announcement.

If any of the above conditions has not been fulfilled or waived on or before the Long Stop Date, the Subscription Agreement shall lapse immediately thereafter and be of no further effect and neither party to the Subscription Agreement shall have any claim against or liability or obligation to the other party under the Subscription Agreement, unless there was willful default, gross negligence, or bad faith on the part of the Company that caused the failure of the Company to fulfill any condition precedent in a timely manner, in which case, the Company shall be held liable for damages and loss reasonably incurred by the Noteholder as a result of it becoming unable to subscribe for the Notes.

Pre-completion obligations of the Company

The Company undertakes that from the date of the Subscription Agreement and up to each

Completion, it shall ensure that the business of the Group will be operated in a manner consistent with its existing practice, in a normal and prudent basis and in the ordinary course of business of the Company and shall ensure that the Group shall not without first obtaining the prior written consent of the Subscriber enter into any contract or commitment which is not in the ordinary course of business of the Group.

Notwithstanding the above, the Company also undertakes that except as required or contemplated by the Subscription Agreement or expressly provided hereunder, it shall up to the date of the Second Completion, take all steps to ensure that the Group shall not carry out any of the following actions and no resolution of the board of directors of each member of the Group or of its general meeting shall be passed to carry out the same unless the prior written consent of the Subscriber is obtained (which consent shall not be unreasonably withheld):

- (a) borrow or raise money from banks, financial institutions and any other third parties other than the aggregate amount of which not exceeding an amount as stated in the Subscription Agreement or in the ordinary course of business of the Company under bank facilities existing as at the date of the Subscription Agreement;
- (b) enter into or amend any material contract or other material transaction or capital commitment or undertake any material contingent liability other than the aggregate amount of which not exceeding an amount as stated in the Subscription Agreement or in the ordinary course of business of the Company;
- (c) terminate any material agreement or waive any right of a material nature;
- (d) declare, pay or make any dividends or other distributions;
- (e) create or permit to arise any mortgage, charge, lien, pledge, other form of security or Encumbrance or equity of whatsoever nature, whether similar to the foregoing or not, on or in respect of any part of its undertaking, property or assets other than liens arising by operation of law in amounts which does not exceed an amount as stated in the Subscription Agreement or other than in the ordinary course of business of the Company;
- (f) appoint any new directors and other than in the ordinary course of business of the Company employ any senior employees, officers, company secretary or attorney or terminate the employment of any existing key employees or vary their terms of employment;
- (g) dispose or agree to dispose of or acquire or agree to acquire any material asset other than in the ordinary course of business of the Company or other than the value of the assets not exceeding an amount as stated in the Subscription Agreement;
- (h) compromise, settle, release, discharge or compound any material civil, criminal, arbitration, litigation or other proceedings or any material liability, claim, action, demand or dispute or waive any right in relation to any of the foregoing;
- (i) release, compromise or write off any amount exceeding an amount as stated in the Subscription Agreement recorded in the books of account of the relevant member of the Group as owing by any debtors of such member of the Group;
- (j) let or agree to let or otherwise part with possession or ownership of the whole or any part of the real property the Group currently holds (if any), nor purchase, take on lease or assume possession of any real property other than pursuant to pre-existing

obligations or in the ordinary course of business of the Company;

- (k) terminate any or allow to lapse any insurance policy now in effect which in the opinion of a reasonable person is material to the business of the Group;
- (l) issue or agree to issue any shares, warrants or other securities or loan capital or grant or agree to grant any option over or right to acquire or convertible into any share or loan capital in any member of the Group, or issue or agree to issue any Shares under the Share Award Scheme or otherwise take any action which might result in the Company reducing its interest in any member of the Group other than as contemplated under the Subscription Agreement;
- (m) purchase or redeem any shares in the Group or provide financial assistance for any such purchase;
- (n) make any advances or other credits to any third party or give any guarantee, indemnity, surety or security exceeding an amount as stated in the Subscription Agreement;
- (o) acquire any material assets, whether or not on hire purchase or deferred terms, exceeding an amount as stated in the Subscription Agreement;
- (p) employ or engage any staff, consultants or personnel or enter into or amend any service agreements with directors or officers or senior employees of the Group to increase the remuneration payable thereunder other than the remuneration to such person per annum does not exceed an amount as stated in the Subscription Agreement;
- (q) incur any expenditure exceeding an amount as stated in the Subscription Agreement on capital account in aggregate;
- (r) amend the constitutional documents of any member of the Group; and
- (s) do, allow or procure any act or permit any omission which would constitute a breach of any of the warranties made by the Company in the Subscription Agreement.

Completion of the Subscription Agreement

The First Completion shall take place on the third (3rd) Business Day following the date of the fulfillment or the waiver (as the case may be) of the last condition precedent stated in the section headed "Conditions precedent of the Subscription Agreement" above, or such other date as the parties to the Subscription Agreement may agree.

The Second Completion shall take place at a date and time to be notified by the Subscriber by giving not less than five (5) Business Days' prior notice in writing to the Company and in any event, at a date no later than three (3) months from the First Completion (unless otherwise agreed by the parties in writing).

Specific Mandate

The issue of the Notes and the issue and allotment of the Conversion Shares are subject to the Specific Mandate to be sought at the EGM.

Application for listing

An application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Conversion Shares to be issued as a result of the exercise of the Conversion Rights attached to the Notes.

No application will be made for the listing of the Notes.

Termination of the Subscription Agreement

The Subscriber may by prior written notice to the Company terminate the Subscription Agreement at any time prior to each Completion if:

- (i) there develops, occurs, or comes into effect:
 - (a) any development or change in relation to an existing state of affairs of a political, military, industrial, financial, economic, fiscal, regulatory or other nature (including acts of terrorism), whether or not eiusdem generis with any of the foregoing, resulting in a material and adverse change in political, economic, fiscal, financial, regulatory or stock market conditions in Hong Kong, Macau and/or the Philippines;
 - (b) the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange and the SFC due to exceptional financial circumstances or otherwise;
 - (c) any new law or regulation or change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other jurisdiction relevant to the Group which shall materially and adversely affect the business or the financial or trading position of the Company;
 - (d) any suspension of dealings in the Shares for a period exceeding ten (10) Business Days other than due to the clearance of this announcement;
 - (e) a change or development involving a prospective change of taxation or exchange control (or the implementation of exchange control) in Hong Kong or elsewhere which would materially and adversely affect the business, financial or trading position of the Company; or
 - (f) the instigation of any bona fide litigation or claim of material importance by any third party against any member of the Group which would materially and adversely affect the business, financial or trading position of the Company,
- and which can reasonably be expected, in the opinion of the Subscriber acting reasonably, to have or has had a material adverse effect upon the condition (financial or otherwise) or earnings, business affairs or business prospects of the Company;
- (ii) there is any breach of any of the warranties made by the Company as set out in the Subscription Agreement which has come to the knowledge of the Subscriber or any

- event which has occurred or any matter which has arisen on or after the date of the Subscription Agreement and prior to the First Completion or Second Completion which (a) if it had occurred or arisen before the date hereof would have rendered any of such warranties untrue, inaccurate or misleading, or (b) in the opinion of the Subscriber acting reasonably, materially and adversely affects the condition (financial or otherwise) or earnings, business affairs or business prospects of the Company; and
- (iii) there has been a breach of or failure to perform any of the Company's obligations, including, without limitation, the pre-completion obligations as stated in the section headed "Pre-completion obligations of the Company" above, in any material respect under the Subscription Agreement.

APPLICATION FOR WHITEWASH WAIVER

The Subscriber does not hold any Shares.

Assuming there will be no change in the issued share capital of the Company between the date of this announcement and the full conversion of the Notes, upon full conversion of the Notes at the initial Conversion Price, a total of 1,600,000,000 Conversion Shares will be issued and allotted to the Subscriber, representing approximately 53.89% of the issued share capital of the Company as enlarged by the issue and allotment of the Conversion Shares. The Subscriber will therefore acquire more than 30% of the voting rights of the Company pursuant to Rule 26.1 of the Takeovers Code upon full conversion of the Notes.

As such, the Subscriber, upon full conversion of the Notes, will be obliged to make a mandatory general offer for all the issued Shares not already owned or agreed to be acquired by it and the parties acting in concert with it pursuant to Rule 26.1 of the Takeovers Code, unless the Whitewash Waiver is granted and approved.

In this regard, an application will be made by the Subscriber to the Executive for the Whitewash Waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code in respect of the issue and allotment of the Conversion Shares. The Whitewash Waiver, if granted by the Executive, will be conditional upon (i) approval by at least 75% of the votes cast by the Independent Shareholders at the EGM by way of poll in respect of the Whitewash Waiver; and (ii) approval by more than 50% of the votes cast by the Independent Shareholders at the EGM by way of poll in respect of the Subscription and the transactions contemplated thereunder.

As the voting rights of the Subscriber in the Company would exceed 50% as a result of the full exercise of the Conversion Rights under the Notes, if the Whitewash Waiver is granted by the Executive and approved by the Independent Shareholders, the Subscriber may increase its interest in the Company without incurring any further obligation pursuant to Rule 26 of the Takeovers Code to make a mandatory general offer.

The Executive may or may not grant the Whitewash Waiver. In the event that (i) the Whitewash Waiver is not granted by the Executive; or (ii) if the Whitewash Waiver is granted by the Executive but the relevant resolution relating to the Whitewash Waiver is not passed by the Independent Shareholders at the EGM, the Subscriber may, at its discretion, waive the condition precedent in relation to the Whitewash Waiver and proceed with the Subscription. In such circumstances, a general offer obligation will be triggered if the Subscriber exercises its Conversion Rights under the Notes to the extent that it will acquire 30% or more of the voting rights of the Company. Given the Subscriber has reserved its right to waive the conditions in relation to the granting of the Whitewash Waiver and the approval of the Whitewash Waiver

by the Independent Shareholders, the possibility of the Shareholders receiving the Possible Offer as a result of the Subscription (and conversion of the Notes) cannot be ruled out. Accordingly, an offer period in respect of the Company has commenced as at the date of this announcement.

If the Whitewash Waiver is not granted or approved, the Subscriber will disclose in the results announcement of the EGM whether or not it will proceed with the Subscription and make a general offer in the event that it exercises its Conversion Rights under the Notes which will result in it acquiring 30% or more of the voting rights of the Company.

EFFECT OF THE SHAREHOLDING STRUCTURE

The following table sets out the shareholding structure of the Company (i) as at the date of this announcement; and (ii) immediately upon full conversion of the Notes (assuming that there will be no change in the issued share capital of the Company from the date of this announcement up to the full conversion of the Notes):

| | (i) As at the date of this announcement | | (ii) Immediately upon full conversion of the Notes at the initial Conversion Price | |
|--------------------------------------------------|-----------------------------------------|---------------|------------------------------------------------------------------------------------|---------------|
| | Shares | Approximate % | Shares | Approximate % |
| Excite Opportunity Fund L.P. ^(Note 1) | 260,000,000 | 18.99 | 260,000,000 | 8.76 |
| Eriska Investment Fund Ltd ^(Note 2) | 131,800,000 | 9.63 | 131,800,000 | 4.44 |
| The Subscriber | - | - | 1,600,000,000 | 53.89 |
| Other public Shareholders ^(Note 3) | 977,357,235 | 71.38 | 977,357,235 | 32.91 |
| Total | 1,369,157,235 | 100.00 | 2,969,157,235 | 100.00 |

Notes:

1. *As at the date of this announcement, the Shares are held by Excite Opportunity Fund L.P., an exempted limited partnership established in accordance with the Exempted Limited Partnership Law of the Cayman Islands, and managed by Excite Investments Holdings Limited (as general partner) which is wholly-owned by Mr. Ho Wong Meng, an executive Director. Excite Opportunity Fund L.P. is owned as to 100% by Glorious Future Fund SPC as limited partner, whose management shares are held by AG Investment Management Company Limited in its capacity as investment manager. AG Investment Management Company Limited is wholly-owned by Mr. Tang Yuk Fan. Accordingly, each of Glorious Future Fund SPC, AG Investment Management Company Limited, Mr. Tang Yuk Fan and Mr. Ho Wong Meng is deemed to be interested in the Shares held by Excite Opportunity*

Fund L.P. under the SFO.

2. *Based on the information available on the LEI (Legal Entity Identification) public register (the "LEI Public Register") as at the date of this announcement, the direct parent and ultimate parent of Eriska Investment Fund Ltd is M.I.H. International Ltd. Based on the information available on the LEI Public Register as at the date of this announcement, the parents of M.I.H. International Ltd. are natural persons in respect of which the direct parent exception and ultimate parent exception were reported. No further information on the direct parent and ultimate parent of M.I.H. International Ltd. was provided on the LEI Public Register. As at the date of this announcement, none of the Directors owns any shares of Eriska Investment Fund Ltd.*
3. *As at the date of this announcement, apart from Mr. Ho Wong Meng, an executive Director, who is deemed interested in 260,000,000 Shares as disclosed in Note 1 above, none of the Directors is interested in any Shares.*

INFORMATION OF THE GROUP

The Company is an investment holding company. The Group is principally engaged in hotel and casino business in the Philippines.

The table below sets out certain audited consolidated financial information of the Company for (i) the year ended 30 June 2024 as extracted from its 2023/24 Annual Report; and (ii) the year ended 30 June 2025 as extracted from its 2024/25 Results Announcement:

| | For the year ended 30 June | |
|-------------------------------------------------------------|----------------------------------------------------|----------------------------------------------------|
| | 2025 <i>HK\$'000</i> <i>(audited)</i> | 2024 <i>HK\$'000</i> <i>(audited)</i> |
| Revenue | 566,159 | 229,786 |
| Loss before taxation | (272,965) | (162,246) |
| Loss for the year attributable to the owners of the Company | (282,145) | (131,964) |

| | As at 30 June | |
|-------------------|----------------------------------------------------|----------------------------------------------------|
| | 2025 <i>HK\$'000</i> <i>(audited)</i> | 2024 <i>HK\$'000</i> <i>(audited)</i> |
| Total assets | 2,536,098 | 2,324,298 |
| Total liabilities | 1,763,002 | 1,307,509 |
| Net assets | 773,096 | 1,016,789 |

INFORMATION OF THE SUBSCRIBER

The Subscriber, being named as one of the Fortune Southeast Asia 500, is a company incorporated with limited liability in the Philippines, whose shares are listed on the Philippine Stock Exchange (stock symbol: PLUS), and are classified under the Casinos & Gaming sub-sector. As at 17 November 2025, the market capitalisation of the Subscriber is approximately HK\$15.85 billion (equivalent to approximately PHP118.595 billion). The Subscriber, together

with its subsidiaries (collectively referred to as the “**Subscriber Group**”), is an innovative digital entertainment group in the Philippines and is a leader in the industry.

The table below sets out the shareholding structure of the Subscriber as at 13 November 2025 based on the latest information available:

| | Shares in Subscriber | Approximate % |
|---------------------------------------------------------------------------------|----------------------|---------------|
| Eusebio H. Tanco (“ Mr. Tanco ”) ^(Note 1) | 89,928,993 | 1.99 |
| Euphonious Holdings Inc. (“ Euphonious ”) ^(Note 1) | 351,000,000 | 7.79 |
| Sagathy Holdings Inc. (“ Sagathy ”) ^(Note 1) | 340,000,000 | 7.54 |
| Sub-total | 780,928,993 | 17.32 |
| Catchy Solution Limited (“ Catchy ”) ^(Note 5) | 335,000,000 | 7.43 |
| Clearspring Holdings Corp. (“ Clearspring ”) ^(Note 6) | 330,600,000 | 7.33 |
| Belvedere Skies Asset Holdings OPC (“ Belvedere ”) ^(Note 7) | 330,600,000 | 7.33 |
| Colonial Group Holdings Corporation (“ Colonial ”) ^(Note 8) | 330,000,000 | 7.32 |
| Leisure Advantage Inc. (“ LAI ”) ^(Notes 2,4) | 286,265,265 | 6.35 |
| Globalist Technology Company Limited (“ Globalist ”) ^(Note 9) | 242,948,700 | 5.39 |
| Tang Yong (“ Mr. Tang ”) ^(Note 2) | 2 | - |
| Other directors ^(Note 3) | 32,578,634 | 0.72 |
| Officers and employees | 91,561,808 | 2.03 |
| Affiliates ^(Note 4) | 84,762,677 | 1.88 |

| | | |
|---------------------------------------------|----------------------|---------------|
| Other public shareholders of the Subscriber | 1,664,058,099 | 36.90 |
| Total | 4,509,304,178 | 100.00 |

Notes:

1. *Mr. Tanco, being the chairman of the board of directors of the Subscriber, was interested in 351,000,000 shares of the Subscriber (the "Subscriber's Shares") owned by Euphonious, and 340,000,000 Subscriber's Shares owned by Sagathy, both through his shareholding interests in Euphonious and Sagathy, together with his other interest in 89,928,993 Subscriber's Shares, Mr. Tanco was interested in 780,928,993 Subscriber's Shares in total, representing approximately 17.32% of the total outstanding common shares of the Subscriber.*
2. *Out of the 286,265,265 Subscriber's Shares owned by LAI, Mr. Tang, being a director of the Subscriber, was interested in 114,506,106 Subscriber's Shares owned by LAI through his shareholding interest in LAI (an individual named Alfredo Abelardo B.Benitez ("AAB"), a former director of the Subscriber, and three other individuals together were interested in 164,888,792 and 6,870,367 Subscriber's Shares owned by LAI, respectively, also through their shareholding interests in LAI). Together with Mr. Tang's other interest in 2 Subscriber's Shares, he was interested in 114,506,108 Subscriber's Shares in total, representing approximately 2.54% of the total outstanding common shares of the Subscriber.*
3. *The other directors of the Subscriber, including Mr. Tsui Kin Ming, Mr. Willy N. Ocier, Mr. Rafael Jasper S. Vicencio, Mr. Jose Raulito E. Paras, Mr. Ramon Pancratio D. Dizon, Mr. Timoteo B. Aquino and Mr. Arthur R. Tan, were interested in 32,578,634 Subscriber's Shares in total, representing approximately 0.72% of the total outstanding common shares of the Subscriber.*
4. *Out of the 286,265,265 Subscriber's Shares owned by LAI, as mentioned in Note 2 above, AAB was interested in 164,888,792 Subscriber's Shares owned by LAI, together with his other interest in 61,368,677 Subscriber's Shares grouped under "Affiliates" in the table above, he was interested in 226,257,469 Subscriber's Shares in total, representing approximately 5.02% of the total outstanding common shares of the Subscriber. The remaining 23,394,000 Subscriber's Shares were owned by AB Leisure Exponent, Inc. ("AB Leisure"), a wholly-owned subsidiary of the Subscriber, representing the Subscriber's Shares repurchased by AB Leisure on behalf of the Subscriber.*
5. *Based on the latest record provided to the Subscriber, Catchy was 100% beneficially owned by Luen, Zhu De Andrew.*
6. *Based on the latest record provided to the Subscriber, Clearspring was approximately 100% beneficially owned by Edgar Dennis A. Padernal.*
7. *Based on the latest record provided to the Subscriber, Belvedere was 100% beneficially owned by Francis Neil P. Mercado.*
8. *Based on the latest record provided to the Subscriber, Colonial was approximately 100% beneficially owned by Sherel Lou B. Reyes.*

9. *Based on the latest record provided to the Subscriber, Globalist was 100% beneficially owned by Ultra Prestige Investments Holdings Limited.*

The Subscriber Group leverages technology and innovation to deliver gaming products designed for entertainment. Its core business includes provision of online gaming products such as bingo and poker games, as well as online betting services for a variety of local and international sports events. Additionally, the Subscriber Group's operation is supported by over 130 physical sites spread across the Philippines.

Based on the Subscriber Group's published audited financial information for the year ended 31 December 2024, it recorded revenue of approximately HK\$10.06 billion (equivalent to approximately PHP75.223 billion) and net income of approximately HK\$1.68 billion (equivalent to approximately PHP12.584 billion). As at 31 December 2024, it had total assets of approximately HK\$5.90 billion (equivalent to approximately PHP44.145 billion), including cash and equivalents of approximately HK\$1.87 billion (equivalent to approximately PHP13.977 billion), and stockholder's equity of approximately HK\$4.18 billion (equivalent to approximately PHP31.280 billion).

Based on the Subscriber Group's published audited financial information for the year ended 31 December 2023, it recorded revenue of approximately HK\$3.64 billion (equivalent to approximately PHP27.251 billion) and net income of approximately HK\$0.55 billion (equivalent to approximately PHP4.095 billion). As at 31 December 2023, it had total assets of approximately HK\$3.97 billion (equivalent to approximately PHP29.715 billion), including cash and equivalents of approximately HK\$0.57 billion (equivalent to approximately PHP4.264 billion), and stockholder's equity of approximately HK\$2.53 billion (equivalent to approximately PHP18.926 billion).

The Subscriber Group intends to expand and diversify its business into the casino and gaming sector in the Philippines. Since the Group has commenced its casino operation at its hotel complex in the Manila Bay area in May 2024, the Subscriber considers the investment in the Notes an attractive opportunity to pursue its strategic initiative in enhancing its presence in the Philippine gaming industry by leveraging on the Group's gaming operation and further increasing existing business co-operation with the Group.

The Subscriber and its ultimate beneficial owners are Independent Third Parties.

FUND RAISING EXERCISE IN THE PAST 12 MONTHS

The Company has not conducted any fund raising activities involving issue of its securities in the past 12 months immediately preceding the date of this announcement.

REASONS FOR AND BENEFITS OF THE SUBSCRIPTION

The Board has considered various ways to raise funds and believe the Subscription to be beneficial to improve and strengthen the Group's liquidity and financial position on a longer-term basis as the Notes are of a five-year tenor. In the event that the Subscriber converts part or the full amount of the Notes into the Conversion Shares, it will also broaden the Shareholder and capital base of the Company.

As disclosed in the 2024/2025 Results Announcement, as at 30 June 2025, the Group had

Promissory Notes in an outstanding amount of approximately HK\$467.99 million, representing the total principal amount of the Promissory Notes and interest is accruing thereon at the rate of 6% per annum. The Promissory Notes were issued to the PN Holder. The PN Holder is a Registered Mutual Fund registered with the Cayman Islands Monetary Authority under The Mutual Funds Law (2020 Revision) of the Cayman Islands. As a collective investment vehicle, the investors of the PN Holder are not identified due to the confidentiality obligations observed by the PN Holder. The investment manager of the PN Holder is Galaxy PAM Asset Management (Cayman Islands) Limited, which is ultimately and beneficially owned by Tang Kwok Yee Pauline. The PN Holder is interested in 41,160,000 Shares, representing approximately 3.01% of the issued share capital of the Company as at the date of this announcement. The Promissory Notes are due for repayment in March 2027. In the event that the Subscription is completed, the Group intends to apply part of the proceeds raised from the issuance of the Notes of approximately HK\$489.22 million for the PN Repayment.

As disclosed in the 2024/2025 Results Announcement, as at 30 June 2025, the Group had a secured bank borrowing (the “**Secured Bank Borrowing**”) of approximately HK\$392.39 million. In the event that the Subscription is completed, the Group intends to apply part of the proceeds raised of approximately HK\$392.39 million to early repay the Secured Bank Borrowing to achieve immediate interest savings.

As disclosed in “Future Outlook” section in the 2024/2025 Results Announcement, the Philippine Amusement and Gaming Corporation (“**PAGCOR**”), being the regulatory and licensing authority for gaming and gambling wholly-owned and controlled by the government of Philippines, granted a provisional license (*i.e.*, in September 2023) to the Group to establish and operate casinos under the provisional license, the Group is required to invest no less than US\$1.0 billion (equivalent to approximately HK\$7.80 billion) and up to US\$1.2 billion (equivalent to approximately HK\$9.36 billion) (the “**Investment Commitment**”) for the establishment and development of an integrated resort located in Manila, Philippines (the “**Project**”). Pursuant to the Group’s development plan submitted to and approved by PAGCOR, the Project comprises the following components: (i) a total gross floor area of at least 250,000 m²; (ii) at least 800 5-star luxury hotel rooms, and (iii) retail areas of at least 20,000 m² consisting of casinos, restaurants, leisure facilities and shopping arcades. With effect from 11 May 2024, the Group officially took over from PAGCOR the casino operation in the hotel of the Group (the “**Hotel**”) by virtue of the provisional license. Given that the operation scale in the existing casino (the “**Casino**”) and the Hotel is not sufficient to meet the Project requirement, the Group is required to expand the Group’s hotel premises and casino operation as well as to upgrade the hotel, casino and other amenities with the aim to transform to an integrated resort. Since the grant of the provisional license, part of the Investment Commitment was utilised for the upgrade and improvement of facilities of the Hotel and the Casino. For instance, the Group has entered into construction contracts with Kimberland Construction Inc. for the upgrades, refurbishments and renovations of the facilities and infrastructures of both the Hotel and the Casino, forming the subject of the Company’s announcements dated 14 February 2025 and 30 May 2025, respectively. The Investment Commitment includes further major capital investments to be made such as (i) the acquisition of land for the expansion of the Hotel and the construction of additional hotel rooms to fulfil the hotel offering capacity as required under the Project; (ii) the provision of other amenities of the integrated resort including but not limited to leisure facilities and shopping arcades; and (iii) ongoing upgrades, refurbishments and renovations to the facilities and infrastructures of both the Hotel and the Casino. In the event that the completion of Subscription takes place, the Group intends to utilise the remaining proceeds, net of relevant costs and expenses of approximately HK\$716.39 million primarily for

(i) funding the Investment Commitment and attractive investment/business opportunity(ies) that may arise from time to time which the Board considers to be in the interest of the Company to make such investment(s); and (ii) as general working capital of the Group, further details of the intended allocation of the proceeds are stated in the section headed "Use of proceeds" below.

In view of the reasons above, the Directors (excluding the independent non-executive Directors whose opinion will be set forth in the circular after having been advised by the Independent Financial Adviser) are of the view that the terms of the Subscription Agreement are on normal commercial terms and the entering into of the Subscription Agreement is fair and reasonable and is in the interests of the Company and its Shareholders as a whole.

USE OF PROCEEDS

In the event that both the First Subscription and the Second Subscription are completed, the aggregate amount raised under the Subscription is HK\$1.6 billion. After deduction of the relevant costs and expenses of approximately HK\$2 million, the net proceeds are estimated to be approximately HK\$1.598 billion. Assuming full conversion of the Notes into Conversion Shares, the net proceeds represent a net price of approximately HK\$1.00 per Conversion Share. As mentioned in the section named "Reasons for and benefits of the Subscription" above, the Directors intend to use the net proceeds in the following manner:

- (i) approximately 30.61% or HK\$489.22 million will be used for the PN Repayment;
- (ii) approximately 24.56% or HK\$392.39 million will be used for the repayment of the Secured Bank Borrowing;
- (iii) approximately 34.82% or HK\$556.39 million will be used for funding the Investment Commitment and attractive investment/business opportunity(ies) that may arise from time to time which the Board considers to be in the interest of the Company to make such investment(s); and
- (iv) approximately 10.01% or HK\$160 million as general working capital of the Group.

The Company may reallocate the use of the net proceeds in response to changing business conditions and appropriate disclosure(s) regarding the change(s), if any, will be made in due course. If the Special Deal is not approved by the Independent Shareholders, the Company may waive the conditions in relation to the Special Deal and the net proceeds intended to be applied towards the PN Repayment (*i.e.* item (i) above) will be re-allocated to fund the Investment Commitment.

SPECIAL DEAL IN RELATION TO THE PN REPAYMENT

As at the date of the Subscription Agreement and the date of this announcement, the PN Holder is a Shareholder holding 41,160,000 Shares, representing approximately 3.01% of the issued share capital of the Company. As set out in the sections headed "Reasons for and benefits of the Subscription" and "Use of proceeds" above, part of the net proceeds to be received from the Subscription will be used for the PN Repayment in the event that the Subscription is completed. Given the PN Repayment is not extended to all other Shareholders, it constitutes a special deal under Note 5 to Rule 25 of the Takeovers Code and therefore requires (i) consent by the Executive; (ii) the Independent Financial Adviser to publicly state in its opinion that the terms of the Subscription Agreement and the PN Repayment are fair and reasonable; and (iii) approval by more than 50% of the votes cast by the Independent Shareholders at the EGM by

way of poll in respect of the Special Deal.

An application will be made by the Company to the Executive for the consent to the Special Deal under Rule 25 of the Takeovers Code.

INFORMATION REQUIRED UNDER THE TAKEOVERS CODE

Save for the Notes to be issued by the Company to the Subscriber pursuant to the Subscription Agreement, as at the date of this announcement, neither the Subscriber nor parties acting in concert with it:

- (i) own, hold, control or have direction over any Shares, options, warrants or securities that are convertible into Shares or any derivatives in respect of securities in the Company, or hold any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company;
- (ii) has dealt in the Shares, outstanding options, warrants, or any securities that are convertible into Shares or any derivatives in respect of securities in the Company, or has held any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company within the six (6) months immediately prior to and including the date of this announcement;
- (iii) has dealt in any Shares, acquired or entered into any agreement or arrangement to acquire any voting rights in the Company within the six (6) months immediately prior to and including the date of this announcement;
- (iv) will make any acquisitions or disposals of voting rights in the Company which constitute disqualifying transactions (within the meaning of the Takeovers Code) in the period between the date of this announcement and the date of Completion;
- (v) has entered into any outstanding derivative in respect of the securities in the Company;
- (vi) has any arrangement referred to in Note 8 to Rule 22 of the Takeovers Code (whether by way of option, indemnity or otherwise) in relation to the relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company, which might be material to the Subscription Agreement, the Whitewash Waiver and/or the Special Deal, with any other persons;
- (vii) has received any irrevocable commitment from any Shareholders as to whether they will vote for or against the resolution(s) approving the Subscription Agreement, the Whitewash Waiver and/or the Special Deal at the EGM;
- (viii) is a party to any agreement or arrangement which relates to the circumstances in which it may or may not invoke or seek to invoke a pre-condition or a condition to the Subscription Agreement, the Whitewash Waiver and/or the Special Deal; and
- (ix) has borrowed or lent any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company.

As at the date of this announcement,

- (i) save for the subscription amount of the Notes, there is no consideration, compensation or benefit in whatever form paid or to be paid by the Subscriber or

parties acting in concert with it to the Company in connection with the Subscription Agreement nor are there any consideration, compensation or benefits in whatever form paid or to be paid by the Subscriber or parties acting in concert with it to the Company under any other agreements or arrangements; and

- (ii) save for the Special Deal, there is no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between the Subscriber or parties acting in concert with it on the one hand and any of the Shareholders on the other hand.

The Company confirms that, as at the date of this announcement and save for the Special Deal, there is no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between the Company, its subsidiaries or associated companies on the one hand and any of the Shareholders on the other hand.

As at the date of this announcement, the Company and the Subscriber do not believe that the Subscription Agreement and the conversion of the Notes would give rise to any concerns in relation to compliance with other applicable rules or regulations (including the Listing Rules). If a concern should arise after the release of this announcement, the Company and the Subscriber will endeavour to resolve the matter to the satisfaction of the relevant authority as soon as possible but in any event before the despatch of the circular. Both the Company and the Subscriber note that the Executive may not grant the Whitewash Waiver if the Subscription Agreement and the conversion of the Notes do not comply with other applicable rules and regulations.

GENERAL

The issue of the Notes and the issue and allotment of the Conversion Shares are subject to the Specific Mandate to be sought at the EGM.

An application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Conversion Shares on the Stock Exchange. No application will be made for the listing of the Notes.

TAKEOVERS CODE IMPLICATIONS

(i) Application for Whitewash Waiver

The Subscriber will apply to the Executive for the Whitewash Waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code in respect of the issue and allotment of the Conversion Shares.

Reservation of right to waive the Whitewash Waiver and commencement of offer period

The Executive may or may not grant the Whitewash Waiver. In the event that (i) the Whitewash Waiver is not granted by the Executive; or (ii) if the Whitewash Waiver is granted by the Executive but the relevant resolution relating to the Whitewash Waiver is not passed by the Independent Shareholders at the EGM, the Subscriber may, at its discretion, waive the condition precedent in relation to the Whitewash Waiver and proceed with the Subscription. In such circumstances, a general offer obligation will be triggered if the Subscriber exercises its Conversion Rights under the Notes to the extent that it will acquire 30% or more of the voting

rights of the Company.

Given the Subscriber has reserved its right to waive the conditions in relation to the granting of the Whitewash Waiver and the approval of the Whitewash Waiver by the Independent Shareholders, the possibility of the Shareholders receiving the Possible Offer as a result of the Subscription (and conversion of the Notes) cannot be ruled out. Accordingly, an offer period in respect of the Company has commenced as at the date of this announcement.

If the Whitewash Waiver is not granted or approved, the Subscriber will disclose in the results announcement of the EGM whether or not it will proceed with the Subscription and make a general offer in the event that it exercises its Conversion Rights under the Notes which will result in it acquiring 30% or more of the voting rights of the Company.

(ii) Special Deal in relation to the PN Repayment

As at the date of the Subscription Agreement and the date of this announcement, the PN Holder is a Shareholder holding 41,160,000 Shares, representing approximately 3.01% of the issued share capital of the Company. As set out in the sections headed "Reasons for and benefits of the Subscription" and "Use of proceeds" above, part of the net proceeds to be received from the Subscription will be used for the PN Repayment in the event that the Subscription is completed. Given the PN Repayment is not extended to all other Shareholders, it constitutes a special deal under Note 5 to Rule 25 of the Takeovers Code and therefore requires (i) consent by the Executive; (ii) the Independent Financial Adviser to publicly state in its opinion that the terms of the Subscription Agreement and the PN Repayment are fair and reasonable; and (iii) approval by more than 50% of the votes cast by the Independent Shareholders at the EGM by way of poll in respect of the Special Deal.

An application will be made by the Company to the Executive for the consent to the Special Deal under Rule 25 of the Takeovers Code.

ESTABLISHMENT OF INDEPENDENT BOARD COMMITTEE

The Independent Board Committee, comprising Mr. Cheng Hong Wai, Mr. Luk Ching Kwan Corio and Ms. Danica Ramos Lumawig (being all the independent non-executive Directors who have no direct or indirect interest in the transactions contemplated under the Subscription, the Whitewash Waiver and the Special Deal) has been established by the Company to advise the Independent Shareholders on the Subscription Agreement, the Whitewash Waiver and the Special Deal.

APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER

The Company has appointed the Independent Financial Adviser (with the approval of the Independent Board Committee) to advise the Independent Board Committee and the Independent Shareholders on the Subscription Agreement, the Whitewash Waiver and the Special Deal.

THE EGM

The EGM will be convened for the Shareholders to consider and, if thought fit, approve the Subscription (including the grant of the Specific Mandate), the Whitewash Waiver and the Special Deal. A circular containing, among other things, (i) further details of the Subscription Agreement, the Whitewash Waiver and the Special Deal; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders in respect of the aforesaid transactions; and (iii) a letter of advice from the Independent Financial Adviser to the

Independent Board Committee and the Independent Shareholders on the aforesaid transactions; and (iv) a notice of the EGM is expected to be despatched to the Shareholders as soon as practicable and no later than 21 days after the date of this announcement unless the Executive grants a consent for extension.

The Whitewash Waiver is subject to the grant of the Executive and approval of the Independent Shareholders at the EGM. The Executive and the Independent Shareholders may or may not grant or approve the Whitewash Waiver.

The Special Deal is subject to the consent of the Executive and the approval of the Independent Shareholders at the EGM. The Executive may or may not consent to the Special Deal and the Independent Shareholders may or may not approve the Special Deal.

Completion of the Subscription is subject to the fulfillment or waiver (as applicable) of the conditions precedent. Accordingly, the Subscription may or may not proceed.

Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company, and if they are in any doubt about their position, they should consult their professional advisers.

DEFINITIONS

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

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| “2023/24 Annual Report” | the annual report of the Company for the year ended 30 June 2024 |
| “2024/25 Results Announcement” | the annual results announcement of the Company for the year ended 30 June 2025 |
| “acting in concert” | has the meaning ascribed thereto under the Takeovers Code, and “party(ies) acting in concert”, “person(s) acting in concert” and “concert party(ies)” should be construed accordingly |
| “Board” | the board of Directors |
| “Business Days” | a day (in the case of Hong Kong, other than a Saturday, Sunday, public holiday or a day on which a black rainstorm warning or tropical cyclone warning signal number 8 or above is hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon) on which licensed banks in Hong Kong and the Philippines are open for business throughout their normal business hours |
| “Company” | International Entertainment Corporation, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange |

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| | (stock code: 1009) |
| “Completion” | the First Completion and the Second Completion |
| “Conditions” | the conditions of the Notes as set out in the form of the convertible Notes in schedule 1 to the Subscription Agreement |
| “connected person” | has the meaning ascribed to it in the Listing Rules |
| “Conversion Price” | HK\$1.00 per Conversion Share, subject to usual anti-dilution adjustments in certain events such as share consolidation, share subdivision, reclassification, capitalisation issue, capital distribution, rights issue and other equity or equity derivatives issues |
| “Conversion Rights” | the rights attached to the Notes that entitle the Noteholder of which to convert the Notes (in full or in part thereof) into Shares credited as fully paid at any time during the conversion period in accordance with the conditions in the note instrument |
| “Conversion Shares” | the Shares to be issued by the Company upon exercise of the Conversion Rights pursuant to the Subscription Agreement |
| “Director(s)” | the director(s) of the Company |
| “EGM” | the extraordinary general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving, among other things, the Subscription (including the grant of the Specific Mandate), the Whitewash Waiver and the Special Deal |
| “Encumbrance” | any mortgage, charge (whether fixed or floating), pledge, lien (otherwise than arising by statute or operation of law), hypothecation, equities, and adverse claims, or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale and purchase, sale-and-leaseback arrangement over or in any property, assets or rights of whatsoever nature or interest or any agreement for any of the same or any third party right; |
| “Executive” | the Executive Director of the Corporate Finance Division of the SFC or any of his/her delegates |

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| “First Completion” | the date fixed for completion of the First Subscription subject to the fulfilment and waiver (as the case may be) of the conditions precedent or such other date as the parties to the Subscription Agreement may agree or where the context so admits or requires, the performance by the parties of their respective obligations under the Subscription Agreement |
| “First Subscription” | the subscription of the First Subscription Notes by the Subscriber under the Subscription Agreement |
| “First Subscription Notes” | the Notes with an aggregate value of HK\$0.8 billion (in face value of HK\$100,000,000 each) to be subscribed by the Subscriber or its nominee under the First Subscription |
| “Group” | the Company and its subsidiaries |
| “HK\$” | Hong Kong dollar, the lawful currency of Hong Kong |
| “Hong Kong” | the Hong Kong Special Administrative Region of the PRC |
| “Independent Board Committee” | an independent committee of the Board comprising all the independent non-executive Directors, namely Mr. Cheng Hong Wai, Mr. Luk Ching Kwan Corio and Ms. Danica Ramos Lumawig, to advise the Independent Shareholders in respect of the Subscription Agreement, the Whitewash Waiver and the Special Deal |
| “Independent Financial Adviser” | Lego Corporate Finance Limited, a corporation licensed by the SFC to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, being the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders on the Subscription Agreement, the Whitewash Waiver and the Special Deal |
| “Independent Shareholder(s)” | Shareholders other than (i) the Subscriber, its associates, and any parties acting concert with it; (ii) the PN Holder and (iii) all other Shareholders who are involved in or interested in the Subscription, the Whitewash Waiver and/or the Special Deal (if any); |
| “Independent Third Party(ies)” | party(ies) who is/are not connected persons of the Company (as defined under the Listing Rules) |

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| “Listing Committee” | the Listing Committee of the Stock Exchange |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange |
| “Long Stop Date” | 30 June 2026 (or such later date as may be agreed by the parties to the Subscription Agreement) |
| “Macau” | the Macau Special Administrative Region of the PRC |
| “Major Subsidiaries” | any subsidiary of the Company the latest audited turnover or assets of which is equal to 5% or more of the latest audited consolidated turnover or consolidated assets of the Company and its subsidiaries at any time |
| “Note(s)” | convertible notes with an aggregate amount of up to HK\$1.6 billion to be issued by the Company pursuant to the Subscription Agreement, comprising the First Subscription Notes and the Second Subscription Notes |
| “Noteholder(s)” | holder(s) of the Notes |
| “Philippines” | the Republic of the Philippines |
| “PHP” | Philippine Peso, the lawful currency of the Philippines |
| “PN Holder” | Future Growth Opportunity Fund SPC – Future Growth Opportunity Fund SP1 |
| “PN Repayment” | the early repayment of the Promissory Notes and the interest accrued thereon with part of the net proceeds raised from the Subscription |
| “Possible Offer” | the possible mandatory unconditional cash offer to be made by the Subscriber to acquire all the Shares (other than those already owned or agreed to be acquired by the Subscriber and parties acting in concert with it) pursuant to Rule 26.1 of the Takeovers Code in the event that the Subscriber waives conditions (ii)(a) and (b) and (iii) as set out in the section headed “Conditions precedent of the Subscription Agreement” in this announcement |
| “PRC” | the People’s Republic of China, for the purpose of the Subscription Agreement only, exclude Hong Kong, Macau and Taiwan |

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| “Promissory Notes” | the promissory notes in the total principal amount of approximately HK\$467.99 million and interest accrued at the rate of 6% per annum, issued by the Company to the PN Holder |
| “Second Completion” | the date fixed for completion of the Second Completion as agreed by the Company and the Subscriber and in any event, within three (3) months from the First Completion unless otherwise agreed by the Company and the Subscriber or, where the context so admits or requires, the performance by the parties of their respective obligations under the Subscription Agreement |
| “Second Subscription” | the subscription of the Second Subscription Notes by the Subscriber under the Subscription Agreement |
| “Second Subscription Notes” | the Notes with an aggregate value of HK\$0.8 billion (in face value of HK\$100,000,000 each) to be subscribed by the Subscriber under the Second Subscription |
| “SFC” | the Securities and Futures Commission |
| “SFO” | the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) |
| “Share(s)” | the ordinary shares of HK\$0.01 each in the share capital of the Company |
| “Share Award Scheme” | the share award scheme adopted by the Company on 15 November 2024; |
| “Shareholder(s)” | the holder(s) of the Shares |
| “Special Deal” | the PN Repayment to the PN Holder, being a Shareholder holding 41,160,000 Shares, representing approximately 3.01% of the issued share capital of the Company |
| “Specific Mandate” | the specific mandate for the issue and allotment of the Conversion Shares which is subject to the approval by the Shareholders at the EGM |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |
| “Subscriber” | DigiPlus Interactive Corp., a company incorporated in the Philippines with limited liability, the shares of which are listed on the Philippine Stock Exchange (stock symbol: PLUS) |

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| “Subscription” | subscription of the Notes, namely, the First Subscription and the Second Subscription, as contemplated under the Subscription Agreement |
| “Subscription Agreement” | the subscription agreement dated 17 November 2025 entered into between the Company and the Subscriber in relation to the Subscription |
| “Takeovers Code” | the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC |
| “US\$” | United States dollar, the lawful currency of the United States of America |
| “Whitewash Waiver” | a waiver to be granted by the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code in respect of the obligation of the Subscriber to make a mandatory general offer for all the issued Shares and other securities not already owned or agreed to be acquired by the Subscriber or parties acting in concert with it which arises as a result of the issue and allotment of the Conversion Shares to the Subscriber pursuant to the conversion of the Notes |
| “%” | per cent |

In this announcement, unless the context requires otherwise, amounts denominated in PHP and US\$ have been translated to HK\$ at the exchange rate of HK\$1=PHP7.48 and US\$1=HK\$7.8, respectively, for illustration purpose only. Such conversions shall not be construed as representations that amounts in PHP or US\$ were or may have been converted into HK\$ at such rates or any other exchange rates.

By order of the Board
International Entertainment Corporation
Ho Wong Meng
Chairman, Chief Executive Officer and Executive Director

Hong Kong, 17 November 2025

As at the date of this announcement, the Board comprises two executive Directors, namely Mr. Ho Wong Meng, Mr. Aurelio Jr. Dizon Tablante, and three independent non-executive Directors, namely Mr. Cheng Hong Wai, Mr. Luk Ching Kwan Corio and Ms. Danica Ramos Lumawig.

As at the date of this announcement the board of directors of the Subscriber comprises the chairman of the board, namely Mr. Eusebio H. Tanco, five directors, namely Mr. Tsui Kin Ming, Mr. Willy N. Ocier, Mr. Rafael Jasper S. Vicencio, Mr. Tang Yong, Mr. Jose Raulito E. Paras,

one lead independent director, namely Mr. Ramon Pancratio D. Dizon, and two independent directors, namely Mr. Timoteo B. Aquino and Mr. Arthur R. Tan.

The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than those relating to the Subscriber or any of its associates or parties acting in concert with it) and confirm that, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the Subscriber) have been arrived at after the due and careful consideration and there are no other facts not contained in this announcement the omission of which would make any statement in this announcement misleading.

The directors of the Subscriber jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than those relating to the Group or any of its associates or parties acting in concert with it) and confirm that, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the Directors) have been arrived at after the due and careful consideration and there are no other facts not contained in this announcement the omission of which would make any statement in this announcement misleading.

This announcement is published in English and in Chinese. In case of any inconsistency between the English version and the Chinese version, the English version prevails.

SCHEDULE 3

ISSUER'S WARRANTIES

1. General Information

- (a) The Company is duly incorporated and validly existing in good standing under the laws of the Cayman Islands and the information contained in Recital (A) and Schedule 4 is true and accurate. The entire existing issued share capital of the Company is listed on the Main Board of the Stock Exchange and the Company is in compliance with all applicable laws and the applicable requirements of the Listing Rules in all material respects.
- (b) Subject to the fulfilment of the Conditions Precedent, the Company has the authority to enter into and perform its obligations under the Notes, this Agreement and that in entering into this Agreement, the Company does not or will not do so in breach of any applicable legislation or regulation and this Agreement constitutes or will constitute when executed and the Notes, when issued, shall constitute valid, legally binding and enforceable obligations of the Company.
- (c) Subject to the fulfillment of the Conditions Precedent, the Notes upon their issuance will have been duly authorised by the Company and, when duly executed, issued and delivered in accordance with this Agreement the Notes will constitute valid and legally binding obligations of the Company and under the laws of the Cayman Islands there are no restrictions on transfer of the Notes save for any restrictions expressly contained in this Agreement and/or in the Conditions.
- (d) The Conversion Shares, when issued and delivered in the manner contemplated by the Conditions, will:
 - (i) be duly and validly issued, and fully-paid;
 - (ii) rank *pari passu* with, and carry the same rights in all aspects as, the other Shares then outstanding; and
 - (iii) be freely transferable, free and clear of all liens, encumbrances, security interests or claims of third parties and will not be subject to calls for further funds.
- (e) The Company is not in any material breach of any rules, regulations or requirements of the Stock Exchange and/or the SFC or its listing agreement made with the Stock Exchange and, subject to the fulfilment of the Conditions Precedent, all necessary consents, clearances, authorisations, orders, registrations, qualifications and approvals of or with any court, governmental agency or regulatory body have been taken, fulfilled or done for the issue of the Notes and the consummation of the other transactions contemplated by this Agreement for or in connection with this Agreement and the performance of the terms hereof and thereof have been obtained or made or shall have been obtained or made by the First Completion.

- (f) Subject to the fulfilment of the Conditions Precedent, the execution and delivery of this Agreement and the issue and delivery of the Notes, the consummation of the transactions contemplated herein and compliance with the terms hereof shall not infringe and shall not be contrary to any laws of Hong Kong or the Cayman Islands and shall not conflict with or result in any breach of the terms or provisions of, or constitute a default under the Memorandum of Association and Articles of Association.
- (g) The Notes (when issued) constitute direct, unconditional, unsecured and unsubordinated obligations of the Company and at all times rank *pari passu* without any preference among themselves and with all other unconditional, unsecured and unsubordinated obligations of the Company other than those preferred by statute or applicable law.

2. Corporate

- (a) Each member of the Group is duly incorporated or established and validly existing under the laws of the place of its incorporation or establishment with power to own its assets and is lawfully qualified to do business in those jurisdictions in which business is conducted by it and has all material authorisations and licenses to conduct its business in the manner presently conducted nor is there any reason why any such authorisation or license should be withdrawn or cancelled and there has been no petition filed, order made or effective resolution passed for the liquidation or winding up of any member of the Group which is material to the operations and results of the Group taken as a whole.
- (b) There are no restrictions applicable to the fully paid up Shares generally upon the voting or transfer of any of the Shares pursuant to the Company's constitutional documents or pursuant to any agreement or other instrument to which the Company is a party or by which the Company may be bound (save for any applicable regulatory restrictions which the Company are bound).
- (c) There are no outstanding options, securities, warrants, rights (including conversion or pre-emptive rights and rights of first refusal) (other than the Notes), proxy or investor's rights agreements or outstanding options or awards issued or granted under share option or share award schemes in respect of the Company and/or its Subsidiaries.
- (d) Save for the proposed issue of Notes under this Agreement, there are no outstanding securities issued by the Company or any other member of the Group which are convertible into or exchangeable for Shares, or warrants, rights or options to purchase or to be allotted Shares from the Company or any other member of the Group, nor are there other or similar arrangements approved by the Board of Directors of the Company providing for the issue of Shares or the subscription for Shares and no unissued share capital of the Company is under option or agreed conditionally or unconditionally to be put under option.
- (e) All shares of stock issued by the Company are represented by duly-issued stock certificates.

- (f) With respect to the Group's subsidiaries incorporated in the Philippines, any and all taxes due out of the issuance of new shares of stock, or the transfer of shares of stock between shareholders, have been fully and timely paid, and all transfers of shares of stock (except nominee shares duly supported by notarised declarations of trust/nominee agreements) are covered by tax clearances/certificates authorising registration from the Bureau of Internal Revenue.
- (g) All information set out in Schedule 4 is true and complete and accurate in all material respects and there is no matter which renders any such information untrue, inaccurate, incomplete or misleading in any material respect.
- (h) All the issued shares of each member of the Group are free from any Encumbrances of whatsoever nature and together with all rights and entitlements attaching thereto.

3. Accounts

- (a) Subject as mentioned herein, the audited consolidated accounts of the Group for the financial year ended on the Audited Accounts Date:
 - (i) have been prepared in accordance with generally accepted accounting principles and the accounting standards issued by the Hong Kong Institute of Certified Public Accountants that were applicable for such financial year and (save and except those accounting principles, standards and practice which only came into effect or cease to be effective in the relevant financial year) on a consistent basis;
 - (ii) comply in all material respects with all applicable ordinances, statutes and regulations as at the Audited Accounts Date and show a true and fair view of the state of affairs of the Group and of its results for the period in question;
 - (iii) save in relation to the ongoing tax disputes between the tax authority in the Philippines and the Group as more particularly disclosed in Note 12 Income Tax (Credit)/Expense to the consolidated audited annual financial statements of the Company in the 2023/2024 Annual Report, are not affected by any unusual items and do not include transactions not normally undertaken by the relevant member of the Group (save as disclosed in the said relevant accounts); and
 - (iv) save in relation to the ongoing tax disputes between the tax authority in the Philippines and the Group as more particularly disclosed in Note 12 Income Tax (Credit)/Expense to the consolidated audited annual financial statements of the Company in the 2023/2024 Annual Report, have made adequate provision for all taxation whether in Hong Kong or any other part of the world in respect of all accounting periods ended on or before the respective date for which the relevant member of the Group was then or might at any time thereafter become or have been liable.

- (b) Subject as mentioned therein, the interim accounts of the Group for the period ended on the Interim Accounts Date (the "Interim Accounts"):
- (i) have been properly prepared in accordance with generally accepted accounting principles and accounting standards issued by the Hong Kong Institute of Certified Public Accountants that were applicable for such period and (save and except those accounting principles, standard and practice which only came into effect or cease to be effective for such period) on a consistent basis;
 - (ii) comply in all material respects with all applicable ordinances, statutes and regulations in force as at the Interim Accounts Date;
 - (iii) save in relation to the ongoing tax disputes between the tax authority in the Philippines and the Group as more particularly disclosed in Note 10 Income Tax Expenses/(Credit) to the consolidated interim financial statements of the Company in the 2024 Interim Report, are not affected by any unusual items and do not include transactions not normally undertaken by the relevant member of the Group (save as disclosed in the said relevant accounts); and
 - (iv) save in relation to the ongoing tax disputes between the tax authority in the Philippines and the Group as more particularly disclosed in Note 10 Income Tax Expenses/(Credit) to the consolidated interim financial statements of the Company in the 2024 Interim Report, have made adequate provision for all taxation whether in Hong Kong or any other part of the world in respect of all accounting periods ended on or before the respective date for which the relevant member of the Group was then or might at any time thereafter become or have been liable.
- (c) save for the possible consequential effect in relation to the ongoing tax disputes between the tax authority in the Philippines and the Group as more particularly disclosed in Note 10 Income Tax Expenses/(Credit) to the consolidated interim financial statements of the Company in the 2024 Interim Report, since the Interim Accounts Date and save as otherwise publicly announced by the Company for the period from 1 January 2025 and up to the date hereof and save for the proposed issue of the Notes:
- (i) there has been no material adverse change in the condition, financial or otherwise, or the earnings, business affairs or business prospects (whether or not arising in the ordinary course of business) of any member of the Group and no event has occurred or is foreseeably likely to occur which may give rise to a prospective material adverse change in such position in the foreseeable future;
 - (ii) each of the Company and every other member of the Group has carried on its business in the ordinary and usual course so as to maintain it as a going concern;
 - (iii) there has been no material adverse change in the manner or time of payment of creditors or issue of invoices for collection of debts;

- (iv) no member of the Group has incurred or become subject to any liability or obligation of a material nature except liabilities and obligations incurred under contracts entered into in the ordinary course of business;
 - (v) no further liability for taxation of a material nature has arisen, or shall arise, otherwise than as a result of activities in the ordinary course of business of the Group;
 - (vi) no dividend or other distribution has been declared, made or paid by the Group;
 - (vii) the Group has not entered into, or agreed to enter into, any material commitments involving capital expenditure otherwise than in the ordinary course of business;
 - (viii) the Company has not done or omitted to do anything which will or might materially prejudicially affect the goodwill of its business;
 - (ix) no unusual or long-term commitments or contracts of an onerous or material and adverse nature have been entered into; and
 - (v) neither the Company nor any member of the Group has acquired, sold, transferred or otherwise disposed of any assets of a material nature to the Company or the Group taken as a whole or cancelled or waived or released or discounted in whole or in part any debts or claims of a material nature, except, in each case in the ordinary course of business.
- (d) The accounting and other books and records of each member of the Group are in its possession or control, have been properly written up and accurately present and reflect in accordance with generally accepted accounting principles and standards all the transactions entered into by each such member of the Group or to which each such member of the Group has been a party.
 - (e) Since the Audited Accounts Date, the Company and each member of the Group have not purchased or redeemed or agreed to purchase or redeem any shares of any class of its share capital or otherwise reduced or agreed to reduce its issued share capital or any class of it.
 - (f) There is no outstanding indebtedness of any member of the Group which has become payable or repayable by reason of any default of any member of the Group or which will have a material adverse effect on the Company or the Group taken as a whole or on the Company's ability to perform any of its obligations contemplated hereunder.
 - (g) Each of the Company and other members of the Group is not and has not agreed to become a member of any partnership, joint venture, consortium or other incorporated or unincorporated association.
 - (h) Each member of the Group has no outstanding loan capital, nor has it discounted or factored its debts or borrowed any money (save for short term borrowings from its

bankers not exceeding the amounts shown in the Interim Accounts) that it has not repaid.

- (i) Each member of the Group has not created or agreed to create any encumbrance or given or entered into or agreed to give or enter into any guarantee, suretyship, indemnity or similar commitment or agreement for the postponement or subordination of debt or (except in the ordinary course of business) created or agreed to create any lien or set-off.

4. Compliance

- (a) Save for the possible impact in relation to the ongoing tax disputes between the tax authority in the Philippines and the Group as more particularly disclosed in Note 10 Income Tax Expenses/ (Credit) to the consolidated interim financial statements of the Company in the 2024 Interim Report, there is no order, decree or judgment of any court or governmental agency or regulatory body outstanding or anticipated against any member of the Group nor, is there any investigation or enquiry by any governmental agency or regulatory body outstanding or anticipated against any member of the Group, in each case which can reasonably be expected to have or has had a material adverse effect upon the condition, financial or otherwise, or the earnings, business affairs or business prospects (whether or not arising in the ordinary course of business) of the Company.
- (b) The Group has conducted its business in accordance with all applicable laws and regulations of any relevant jurisdictions in all material respects and there is no order, decree or judgment of any court or any governmental agency of any jurisdiction outstanding against the Group or which may have a material adverse effect upon the assets or business of any member of the Group.
- (c) The execution and delivery of, and the performance by the Company of its obligations under this Agreement do not and will not, and this Agreement does not and will not:
 - (i) result in a breach in any material respect of, or constitute a default under, any instrument to which any member of the Group is a party or by which any member of the Group or any of their respective properties is bound; or
 - (ii) result in a breach in any material respect of any laws to which any member of the Group is subject or by which any member of the Group or any of their respective properties are bound; or
 - (iii) infringe, breach or violate the terms of any mortgage, deed of trust, indenture, loan agreement, contract or other undertaking or instrument to which any member of the Group is a party or which is binding upon it or its assets or infringe the rules of any stock exchange on which securities of the Company is listed and does not and will not result in the creation of imposition of any encumbrance on any of its assets pursuant to the provisions of any such mortgage, contract or other undertaking or instrument, in either case, which

could reasonably be expected to have a material adverse effect on the operation or the financial position of the Company;

- (d) Save for the possible impact in relation to the ongoing tax disputes between the tax authority in the Philippines and the Group as more particularly disclosed in Note 10 Income Tax Expenses/ (Credit) to the consolidated interim financial statements of the Company in the 2024 Interim Report, there is no claim, litigation, arbitration, prosecution or other legal proceedings or investigation or enquiry in progress or pending or threatened against any member of the Group which would materially and adversely affect the operations of the Group nor is the Company aware of any claim or any facts or circumstances of a material nature which can reasonably be expected to give rise to a claim against any member of the Group and which can reasonably be expected to have or has had a material adverse effect upon the condition, financial or otherwise, or the earnings, business affairs or business prospects (whether or not arising in the ordinary course of business) of the Group.
- (e) All licences, consents, permits and authorities (public and private) of any nature ("licences") (including but not limited to the Casino Provisional License granted to the members of the Group in the Philippines) have been obtained by the Company and each member of the Group which are necessary to enable the Company and each member of the Group to carry on its business effectively and legally in the places and in the manner in which its business is now carried on; all such licences are valid and subsisting and all the terms and conditions of such licenses have been complied with; and that there are no circumstances that can be reasonably foreseen as likely to lead to any of them being suspended, cancelled or revoked and, without limitation, the carrying on of the business of the Group does not infringe any trade mark, service mark, patent or other invention, design, copyright or rights on any confidential information or trade secrets or any other rights of another.
- (f) No order has been made or petition presented or resolution passed for the appointment of a receiver or manager in relation to the Company or any member of the Group, or for its winding up, nor has any distress, execution or other process been levied against the Company or any member of the Group nor is any receiver or manager of the undertaking or assets (or any part) or provisional liquidator threatened or expected to be appointed.
- (g) Without the prior written consent of the Subscriber (which consent shall not be unreasonably withheld or delayed), from the date hereof until the issue of the Notes, no act will be done and no circumstance will arise which will have the Notes been issued as at the date hereof (or but for Conditions 8.3 and 8.5 would) give rise to an adjustment of the Conversion Price under Condition 8 of the Notes.
- (h) None of the member of the Group and to the best of the Company's knowledge, none of the officers, agents or employees of any member of the Group (during the course of their duties in relation to the relevant member of the Group) have committed, or omitted to do, any act or thing the commission or omission of which is, or could be, in material contravention of any ordinance, order, regulation, enactment, statute or the like in Hong Kong, Philippines, the Cayman Islands or elsewhere.

5. Equipment and Assets

- (a) The assets used in connection with the business of each member of the Group which are material in the context of the business of the Group are under beneficial ownership of and are held by such member of the Group free from all Encumbrances and where applicable, are duly supported by the relevant documents of title to such assets.
- (b) The fixed assets owned by the Group or used by it in the course of its business are in all material respects suitable for the conduct of such business and are in good condition and state of repair and where applicable, are duly supported by the relevant documents of title to such assets.
- (c) None of the member of the Group has created, or granted, or agreed to create or grant, any Encumbrance in respect of any of the material assets that are necessary for the operation of the Group, or acquired or agreed to be acquired since the Audited Accounts Date, in each case otherwise than in the ordinary course of business.
- (d) With respect to the rights and interests in the assets owned by the Group, there are no Encumbrances of whatever nature or interests, conditions, consents, orders, regulations or other restrictions affecting any of such assets which materially adversely limit, restrict or otherwise affect the ability of the Group to utilise or develop or enjoy any such assets and, where any such assets are held under lease or licence by the Group, the Group is not and has not been subject to any breach or any dispute or claim in material respects. All of such assets are in the possession or under the control of the Group.
- (e) The Group has unrestricted access and custody of all title deeds and other title documents relating to the assets of the Group, and an executed copy of all agreements to which the Company or any member of the Group is a party, except where the assets in respect thereof are subject to mortgage or other Encumbrances.
- (f) Property taxes for all the Group's assets, where applicable, are duly and timely paid.
- (g) The use of the Group's assets is covered by, where applicable, appropriate regulatory permits, including permits from Philippine Amusement and Gaming Corporation for gaming equipment and assets.

6. Insurance

- (a) The Company has effected all necessary insurances required by law to be effected by it and which ought reasonably to have been effected over its business and assets for a substantial part of its value and covering third party liability of the Group having taken into account the nature of the business of the Group as a whole and the place in which it carries on its business.
- (b) All such insurance is currently in full force and effect and all premiums payable in respect of such insurance have been duly paid and none of the relative policies contains

any special or unusual terms or restrictions or provides for the payment of any premium in excess of the normal rate.

- (c) To the best of the Company's knowledge, there are no circumstances that might lead to any material liability under such insurance being avoided by the insurers or the premiums being increased and there is no material claim outstanding under any such policy and there are no material circumstances likely to give rise to such a claim.

7. Employees

- (a) All contracts of service or employment or contracts for the provision of such services to which the Group is a party can be terminated by it at any time without payment of compensation or any claim for damages by not more than three months' notice or less without compensation (other than compensation required to be paid in accordance with the applicable law).
- (b) The Company has not since the Audited Accounts Date:
- (i) changed, or agreed to change, the material terms of its employment (including terms relating to pension benefits) of any person who are responsible for the management of the Group;
 - (ii) paid or given, or agreed to pay or give, to any of its officers or employees any remuneration or benefit, except the salary or wage or benefit to which he is contractually entitled under the terms of his employment;
 - (iii) changed or agreed to change materially and adversely the rate of the pension payable by the Group to any person;
 - (iv) experienced significant delay in its statutory contributions to state provident funds; or
 - (v) been notified of any wage claim or agreed any general increase in wages or wage rates of a material extent.
- (c) No member of the Group has breached any legal and regulatory requirements in relation to employment (including but not limited to employee classification (e.g., as regular employee), employee benefits, compensation and insurance) of its staff in any material respect or is the subject of any dispute (including any pending or threatened dispute) of material nature.
- (d) Save as required under the applicable laws and regulations, the Group is not under any legal liability or obligation or a party to any agreement, arrangement, scheme, fund, ex-gratia arrangement or promise to pay pensions, gratuities, retirement annuities, benefits, periodical sums, or any other payment or compensation (whether or not legally enforceable) in connection with retirement, death or disability or the like to or for any of its past or present officers or employees or their relatives or dependents; and there are no retirement benefit, or pension or death benefit, or similar schemes or

arrangements in relation to or binding on the Group or to which the Group contributes or has contributed or proposes to contribute.

8. Properties

Each and every representation and warranty in this paragraph 8 is qualified by the matters set out in the list of properties provided to the Subscriber on the date immediately preceding the date of this Agreement (the "Property List").

- (a) The Property List sets out true, complete, accurate and not misleading information of all properties owned by (the "Owned Properties") and leased by the Group (the "Leased Properties") and comprise all real properties owned, occupied or used by the Group in connection with its business and are so occupied or used by right of ownership or under lease or licence the terms of which permit such occupation or use.
- (b) The Company has a good and marketable title to, is the sole legal and beneficial owner and has exclusive and unfettered possession of, the Owned Properties and there is no evidence against the Owned Properties which are adverse to the title of the Company to the Owned Properties.
- (c) The Owned Properties as at the date of this Agreement and as at each Completion are free from any Encumbrance. The Company has not contracted to sell or part with the possession of or let or grant any option over or otherwise dispose of its interest in the Owned Properties and has not mortgaged, charged or otherwise encumbered such interest or agreed to do.
- (d) As at the date of this Agreement and as at each Completion, the Company has not granted any other tenancy, lease or licence in respect of the Owned Properties or any part thereof. The Owned Properties are not subject to any restrictive covenants, stipulations, easements, rights, privileges, wayleaves, licences, grants, restrictions, or other such rights vested in third parties.
- (e) The Company has not agreed to or entered into any transactions of any kind whatsoever to dispose of the Owned Properties (or any part thereof) or contracted to sell or grant any rights or option whatsoever over or otherwise dispose of its interest in or part with possession of the Owned Properties (or any part thereof) or mortgaged, charged or otherwise encumbered such interest or agreed to do so, and the Company will not transfer, sell, assign, sub-divide, charge, mortgage or otherwise dispose of or in any other way deal with its interest in the Owned Properties or make any arrangement for the sharing of the Owned Properties or any part thereof or any interest therein or enter into any agreement to do any of the aforesaid.
- (f) All the title documents of the Owned Properties are possessed by the Company.
- (g) The buildings and other structures on the Owned Properties are in good and substantial repair and fit for the purpose(s) for which they are presently used.
- (h) All building, development or construction works that have been carried out in relation

to the Owned Properties have obtained all the required consent under and by virtue of the relevant planning or building regulations or any other relevant legislation, and any conditions or restrictions imposed thereon have been fully observed and performed, and no application by the Company for planning or building consent has been refused.

- (i) There are no enquiries, notice, order, demand, direction, complaint, requirement or claim of material nature from any relevant authority, or the owner or occupier of any adjoining property or neighbouring property, or any other persons in respect of or relating to or affecting the Owned Properties or any part thereof (including any easement, right or means of access to the Owned Properties or any part thereof).
- (j) All the legislations, statutory requirements, governmental or other orders, rules, directives or instruments affecting or relating or appertaining to the use, occupation or enjoyment of the Owned Properties have been duly complied with in a material way up to the date of this Agreement and will be duly complied with up to and inclusive of each Completion.
- (k) The Company has not received and (after having made all due and reasonable enquiries) is not aware of there being any enquiries, notice or order or demand or direction of material nature from the management office or incorporated owners of the development, any relevant authority or other competent authority requiring the Company to demolish or repair or reinstate or renovate or improve or alter or maintain or refurbish or carry out any work whatsoever to the Owned Properties or any part thereof or any common part or facility of the development or any slope or earth retaining structure.
- (l) The Company has not received and is not aware of any notice or order or direction or demand in relation to resumption or compulsory acquisition of the Owned Properties or any part thereof under any legislation the implementation of which adversely affects the Owned Properties or any part thereof.
- (m) No third party (whether related or otherwise) has any right or interest whatsoever (whether legal or equitable) (including but not limited to right for adverse possession and/or proprietary estoppel) in or to the Owned Properties or any part thereof. There are no adverse estates, rights, interests, restrictions, stipulations, easements or restrictive covenants of an unusual nature affecting the user of the Owned Properties (or any part thereof).
- (n) There are no outstanding, potential or anticipated actions, disputes, claims, proceedings, demands or liabilities (contingent or otherwise) or judgments, injunctions or court orders between the Company and any third party affecting or relating to the Owned Properties or any part thereof.
- (o) All necessary policies of insurance relating to the Owned Properties (including fixtures, fittings and contents thereof) are good, valid and subsisting with sufficient coverage in the full re-instatement value thereof and the premia in respect of all such policies are fully paid up to the date of this Agreement and will be duly paid up to and inclusive of each Completion.

- (p) There are no unauthorised building works and illegal structure or alteration of material nature that exists in or forms part of the Owned Properties.
- (q) In respect of each Leased Property:
- (i) the lease under which a company of the Group occupies that Leased Property is legal, valid and subsisting;
 - (ii) there is no fact or circumstance which:
 - (1) could entitle or require a person (including without limitation, the landlord) to take possession of, or occupy, the Leased Property; or
 - (2) could restrict or terminate the relevant company of the Group continued and uninterrupted possession or occupation of the Leased Property,
- before the expiry of the lease;
- (iii) the rent payable in respect of the Leased Property is not at the date of this Agreement being reviewed;
 - (iv) all rent and other charges or payments payable under the applicable lease under which the Group occupies that Leased Property have been promptly paid as and when due;
 - (v) the relevant company of the Group has duly and promptly observed and performed all covenants, obligations, conditions and restrictions imposed upon it under the applicable lease under which it occupies the Leased Property;
 - (vi) no member of the Group has sub-leased to a third party or otherwise allowed a third party to use the Leased Property or any part thereof and a member of the Group is in actual occupation of the Leased Property on an exclusive basis;
 - (vii) each lease in respect of the Leased Property which is capable of registration:
 - (1) has been properly registered in the name of the relevant member of the Group at the relevant governmental authority under applicable laws; or
 - (2) in respect of the lease of the Leased Property which has not been properly registered in the name of the relevant member of the Group at the relevant governmental authority under the relevant laws, such non-registration would not render such lease to become unenforceable, ineffective or invalid, or result in the relevant member of the Group not being able to fully exercise its right under such lease; and

- (viii) no member of the Group has mortgaged, charged or otherwise created any Encumbrance over its interests under the applicable lease, tenancy or licence nor has it agreed to do so.

9. Intellectual Property Rights

The Company has fully disclosed to the Subscriber all Intellectual Property Rights owned or used by the Group and the list of Intellectual Property Rights provided to the Subscriber on the date immediately preceding the date of this Agreement.

- (a) sets out all Intellectual Property Rights owned, used or required by the Group in connection with its business and these Intellectual Property Rights are in full force and effect and are vested in, and legally and beneficially owned by, the Group and:
- (i) (where registration is possible) the Group has been and is registered as proprietor of such Intellectual Property Rights and no other person has any interest, right or Encumbrance in or in respect of any such Intellectual Property Rights;
 - (ii) each of those rights is valid, enforceable and duly maintained, and none of them is being used, claimed, opposed or challenged by any other person;
 - (iii) there has been no infringement of such Intellectual Property Rights by any third party and none of the Intellectual Property Rights infringe or have infringed any Intellectual Property Rights or other rights of any third party;
 - (iv) renewal fees payable in respect of such Intellectual Property Rights which are registered have been duly paid and each other available action to maintain and protect, maintain and safeguard such Intellectual Property Rights has been duly taken;
 - (v) there is no circumstance which a person will be able to seek cancellation, invalidation, revocation, rectification or other modification of or otherwise challenge a registration of any of such Intellectual Property Rights; and
 - (vi) no right or licence has been granted to any person by the Group to use any such Intellectual Property Rights.
- (b) The business of the Group does not, and is not likely to, infringe any Intellectual Property Right of any other person, and all licences to the Group in respect of any such Intellectual Property Rights are in full force and effect in any material respect. No claim or complaint (whether actual, suspected, pending or threatened) has been made by a third party, alleging that the activities of the Group has infringed, misappropriated, misused or violated the Intellectual Property Rights of a third party or otherwise disputing the right of the Group to use any its Intellectual Property Rights.

10. Completeness of Disclosure

- (a) All publicly available information and records of the Company (including information contained in announcements, circulars, annual reports, interim reports, statutory filings and registrations) are and were, when supplied or published, true and accurate in all material respects and not misleading in any material respect.
- (b) All statements of fact contained in the Announcement (save for information relating to the Subscriber) will when it is issued be true and accurate and not misleading in any material respect and all statements of opinion, intention or expectation of the directors of the Company in relation to the Company or any of its Subsidiaries contained therein be truly and honestly held as at the date of the Announcement and will have been made after due and careful consideration and there is no other fact or matter omitted therefrom the omission of which would make any statement therein misleading in any material respect.

SCHEDULE 4

Corporate Information of the Company

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|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of company: | International Entertainment Corporation |
| Business Registration number: | 30944757 |
| Hong Kong stock code: | 1009 |
| Date of incorporation: | 14 April, 2000 |
| Country of incorporation: | Cayman Islands |
| Registered office: | Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands |
| Principal place of business: | Suites 1802-03, 18 th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong |
| Director(s): | Mr. Ho Wong Meng (Chairman of the Board and Chief Executive Officer) Mr. Aurelio Jr. Dizon Tablante Mr. Luk Ching Kwan Corio Mr. Cheng Hong Wai Mr. Danica Ramos Lumawig |
| Company Secretary: | Mr. Wong Wing Kit |
| Authorised share capital: | HK\$2,000,000,000 |
| Issued share capital: | HK\$13,691,572.35 |