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周大福創建有限公司 CTF Services Limited

(incorporated in Bermuda with limited liability)
(stock code: 00659)

PROPOSED ISSUE OF HK\$2,218,000,000 0.75 PER CENT. EXCHANGEABLE BONDS DUE 2028

DISCLOSEABLE TRANSACTION FOR POSSIBLE DISPOSAL OF SHOUCENG SHARES

Joint Global Coordinators, Joint Lead Managers, Joint Bookrunners



PROPOSED ISSUE OF HK\$2,218,000,000 0.75 PER CENT. EXCHANGEABLE BONDS DUE 2028 BY THE COMPANY

The Board announces that on 25 September 2025 (before trading hours), the Company and the Joint Bookrunners have entered into the Subscription Agreement whereby, subject to the terms and conditions of the Subscription Agreement, the Joint Bookrunners have conditionally and severally (and not jointly or jointly and severally) agreed to subscribe or procure to subscribe and pay for the Bonds to be issued by the Company in an aggregate principal amount of HK\$2,218,000,000. The issue price of the Bonds will be 103.00 per cent. of the aggregate principal amount of the Bonds and the denomination of each Bond will be HK\$2,000,000 and integral multiples thereof.

Holders of the Bonds are entitled to request the Company to deliver or procure the delivery of a *pro rata* share of the Exchange Property (as defined herein) upon exercise of their Exchange Right (as defined herein) in respect of their Bonds at the Initial Exchange Ratio (as defined herein), representing 752,870.32 Shoucheng Shares for each HK\$2,000,000 in principal amount of the Bonds. The Shoucheng Shares comprising the initial Exchange Property represents approximately 10.0 per cent. of the issued share capital of Shoucheng as at the date of this announcement and close to all of the Group's entire holding in Shoucheng held through RPL.

It is intended the Bonds will be listed on the Vienna Stock Exchange. An application will be made to the Vienna Stock Exchange for the listing of the Bonds.

REASONS FOR AND BENEFITS OF THE ISSUE OF THE BONDS

The Group has been consistently diversifying its funding sources and optimising its business portfolio to enhance long-term value creation for the Shareholders. Through the Issuance, the Company is able to raise financing on attractive terms and the Issuance will also allow the Company to capitalise on the current favourable market conditions to further refine and strengthen its business portfolio by divesting its stake in Shoucheng at a premium if the Exchange Rights underlying the Bonds are exercised by the Bondholders.

The Company considers the terms of the Subscription Agreement and the Bonds are fair and reasonable on normal commercial terms and in the interests of the Shareholders and the Company as a whole.

USE OF PROCEEDS

The Net Proceeds will be approximately HK\$2.25 billion. The Company currently intends to use the Net Proceeds from the Issuance for general corporate purposes to be determined on an on-going basis, including approximately 50% intended for investing into resilient, cash generative and growth segments aligned with the Group's priorities if and when such opportunities arise.

LISTING RULES IMPLICATIONS

The right of the Bondholders to exercise the Exchange Right of the Bonds essentially involves the grant of an option by the Company to the Bondholders to acquire the Group's holding in the Shoucheng Shares. Pursuant to Rule 14.73 of the Listing Rules, such grant of option will be treated as a transaction under the Listing Rules and classified by reference to the percentage ratios.

Pursuant to the terms of the Bonds, the discretion to exchange the Bonds for the Shoucheng Shares will remain with the holder of the Bonds (and not the Company). Accordingly, under Rule 14.74(1) of the Listing Rules, on the grant of the option, the transaction will be classified as if the option had been exercised and the premium and the Initial Exchange Price will be taken into consideration for calculating the percentage ratios.

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Issuance exceeds 5% but all of them are under 25%, the Issuance constitutes a discloseable transaction for the Company under the Listing Rules, and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

The purpose of the stock lending arrangement with respect to certain Shoucheng Shares as contemplated under the Stock Borrowing and Lending Agreement is to facilitate the Issuance. It is considered as ancillary to, and part and parcel of, the Issuance and hence does not constitute a separate transaction under Chapter 14 of the Listing Rules.

The subscription for and issuance of the Bonds are subject to the satisfaction and/or waiver of the conditions precedent contained in the Subscription Agreement. In addition, the Subscription Agreement may be terminated under certain circumstances. Please refer to the section headed "The Subscription Agreement" below for further information.

As the Issuance may or may not complete, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

PROPOSED ISSUE OF HK\$2,218,000,000 0.75 PER CENT. EXCHANGEABLE BONDS DUE 2028

The Board announces that on 25 September 2025 (before trading hours), the Company and the Joint Bookrunners have entered into the Subscription Agreement whereby, subject to the terms and conditions of the Subscription Agreement, the Joint Bookrunners have conditionally and severally (and not jointly or jointly and severally) agreed to subscribe or procure to subscribe and pay for the Bonds to be issued by the Company in an aggregate principal amount of HK\$2,218,000,000. The issue price of the Bonds shall be 103.00 per cent. of the aggregate principal amount of the Bonds and the denomination of each Bond shall be HK\$2,000,000 and integral multiples thereof. It is intended that the Bonds will be listed on the Vienna Stock Exchange.

Holders of the Bonds are entitled to request the Company to deliver or procure the delivery of a pro rata share of the Exchange Property upon exercise of their Exchange Right in respect of their Bonds. On the exercise of Exchange Rights, Bondholders will initially be entitled to receive 752,870.32 Shoucheng Shares for each HK\$2,000,000 principal amount of Bonds (the “**Initial Exchange Ratio**”) (subject to adjustment pursuant to the terms and conditions of the Bonds). The Exchange Property will initially comprise 834,933,183 Shoucheng Shares, subject to further adjustment upon occurrence of certain events enumerated in the terms and conditions of the Bonds. The Shoucheng Shares comprising the Exchange Property represents approximately 10.0 per cent. of the issued share capital of Shoucheng as at the date of this announcement and close to all of the Group’s entire holding in Shoucheng through RPL.

A summary of the principal terms of the Subscription Agreement is set out below.

THE SUBSCRIPTION AGREEMENT

Date 25 September 2025

Parties

1. The Company (as issuer); and
2. The Joint Bookrunners.

To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, each Joint Bookrunner is an Independent Third Party of the Company.

Proposed Issue of the Bonds Subject to the satisfaction and/or waiver of the conditions precedent set forth in the Subscription Agreement, the Joint Bookrunners have agreed to severally (and not jointly or jointly and severally) subscribe or procure to subscribe and pay for the Bonds at the Issue Price in an aggregate principal amount of HK\$2,218,000,000.

Conditions Precedent The obligation of the Joint Bookrunners to subscribe or procure to subscribe and pay for the Bonds is conditional on, among others, the following conditions precedent:

1. **Legal Opinions:** the Joint Bookrunners receive on the Closing Date legal opinions dated the Closing Date and addressed to the Joint Bookrunners in respect of the laws of Bermuda and the laws of England, each in a form acceptable to the Joint Bookrunners;
2. **Certificate:** the Joint Bookrunners receive on the Closing Date a certificate dated the Closing Date in the form as set out in the Subscription Agreement signed by a director or other equivalent senior officer of the Company addressed to the Joint Bookrunners, to the effect that:

- (i) the representations and warranties deemed to be made by the Company on the Closing Date pursuant to the Subscription Agreement are true and correct; and
 - (ii) the Company is in compliance with its undertakings under the Subscription Agreement;
3. **Process agent's acceptance:** the Joint Bookrunners receive on the Closing Date evidence that Law Debenture Corporate Services Limited has agreed to receive process in the manner specified in the Subscription Agreement;
 4. **Issue documentation:** the Issue Documents (other than the Stock Borrowing and Lending Agreement) are executed on or before the Closing Date by or on behalf of all parties thereto;
 5. **No material adverse change:** since the date of the Subscription Agreement, there having been no change (nor any development or event involving a prospective change of which the Company is, or might reasonably be expected to be, aware) which is materially adverse to the financial condition, prospects, results of operations, profitability, business, properties or general affairs of the Company or the Group, respectively;
 6. **Accuracy of representations:** the representations and warranties by the Company in the Subscription Agreement are true and correct on the date of the Subscription Agreement and on each date on which they are deemed to be repeated and would be true and correct if they were repeated on the Closing Date with reference to the facts and circumstances then subsisting; and
 7. **Delivery of authorisations:** there being in full force and effect all corporate, governmental or regulatory authorisations, approvals or consents required (if any) for the Company to issue the Bonds on the Closing Date, and for the Company to fulfil its obligations under the Subscription Agreement and the Issue Documents, and the Company having delivered to the Joint Bookrunners certified copies of those authorisations, approvals or consents.

The Joint Bookrunners may, at their discretion, waive satisfaction of any of the conditions precedent.

As at the date of this announcement, the above conditions precedent are yet to be satisfied and/or waived.

Completion

Completion of the subscription for and issue of the Bonds will take place on the Closing Date.

Distribution

The Bonds will be distributed to persons outside the United States in reliance upon Regulation S of the Securities Act. None of the Bonds will be issued to the retail public in Hong Kong. To the best of the Directors' knowledge, information and belief as at the date of this announcement, each of the Placees of the Bonds (and their respective ultimate beneficial owners) is an Independent Third Party of the Company.

Termination

The Joint Bookrunners may give a termination notice to the Company at any time prior to the payment of the Net Proceeds of the issue of the Bonds to the Company on the Closing Date if:

1. any representation and warranty by the Company in the Subscription Agreement is or proves to be untrue or incorrect on the date of the Subscription Agreement or on any date on which it is deemed to be repeated;
2. the Company fails to perform any of its obligations under the Subscription Agreement;
3. any of the conditions precedent in the Subscription Agreement is not satisfied or waived by the Joint Bookrunners on the Closing Date;
4. since the date of the Subscription Agreement there has been, in the opinion of the Joint Bookrunners, such a change in national or international financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Company or Shoucheng on any stock exchange or in any over-the-counter market) or currency exchange rates or exchange controls as would in its view be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market; or

5. in the opinion of the Joint Bookrunners, since the date of the Subscription Agreement there shall have occurred any of the following events: (i) a suspension or a material limitation in trading in securities generally on the New York Stock Exchange, the London Stock Exchange plc, the Shanghai Stock Exchange, the Singapore Stock Exchange and/or the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities or Shoucheng's securities are traded; (ii) a suspension or a material limitation in trading in the Company's securities or Shoucheng's securities on the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities or Shoucheng's securities are traded; or (iii) a general moratorium on commercial banking activities in the United States, the PRC, Singapore, Hong Kong and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, the PRC, Hong Kong, Singapore or the United Kingdom.

PRINCIPAL TERMS OF THE BONDS

The principal terms of the Bonds are summarised as follows:

Issuer	CTF Services Limited周大福創建有限公司.
Issue Price	103.00 per cent. of the principal amount of the Bonds.
Issue	Hong Kong dollar-denominated 0.75 per cent. exchangeable bonds due 2028 in an aggregate principal amount of HK\$2,218,000,000, exchangeable into Shoucheng's fully-paid ordinary shares.
Interest	Interest on the Bonds is payable at the rate of 0.75 per cent. per annum, payable semi-annually in arrear in equal instalments on 3 April and 3 October in each year, beginning on 3 April 2026.
Issue Date	3 October 2025 (the " Issue Date ").
Maturity Date	3 October 2028 (the " Maturity Date ").

Negative Pledge

So long as any Bond remains outstanding (as defined in the Trust Deed), the Company will not, and will procure that none of its Material Subsidiaries (as defined in the terms and conditions of the Bonds) (other than the Listed Material Subsidiaries, if applicable) will, create or permit to subsist any Security Interest, other than Permitted Security Interest upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness or guarantee of Relevant Indebtedness without (a) at the same time or prior thereto securing the Bonds equally and rateably therewith or (b) providing such other security for the Bonds as may be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders.

Exchange Right

Each Bondholder has the right, subject to any applicable laws and regulations and in the manner described in the terms and conditions of the Bonds, to exchange a Bond at any time during the Exchange Period referred to below for a pro rata share of the Exchange Property as at the relevant Exchange Date.

Exchange Period

Subject to any applicable laws and regulations and upon compliance with the terms and conditions of the Bonds, the Exchange Right attaching to any Bond, unless suspended in accordance with the terms and conditions of the Bonds, may be exercised by the holder thereof at any time after the Issue Date and up to the close of business (at the place where the certificate representing such Bond is deposited for exchange) on the earliest to occur of (A) the date which falls 10 business days prior to the Maturity Date (or, if such date shall not be a business day at the place where the certificate representing the Bond is to be delivered, the immediately preceding business day at such place) or (B) if such Bond shall have been called for redemption prior to the Maturity Date pursuant to the terms and conditions of the Bonds, then up to the close of business (at the place aforesaid) on the date which falls 10 business days prior to the date fixed for redemption thereof (or, if such date shall not be a business day at the place where the certificate representing the Bond is to be delivered, the immediately preceding business day at such place) or (C) the time at which the Trustee declares the Bonds to be immediately due and payable pursuant to the terms and conditions of the Bonds.

Exchange Property and Adjustments

The Exchange Property shall initially comprise 834,933,183 Shoucheng Shares, and shall include all Relevant Securities and other property or assets (including cash) arising out of or derived or resulting therefrom, in each case as may be deemed or required to comprise all or part of the Exchange Property pursuant to the terms and conditions of the Bonds, but excluding any such property as may or may be deemed to have ceased to form part of the Exchange Property.

The terms and conditions of the Bonds contain provisions for the adjustment of the Exchange Property for (a) sub-division, consolidation or redenomination of the Relevant Securities comprising the Exchange Property such that the Securities resulting from such sub-division, consolidation or redenomination so far as attributable to such Relevant Securities comprising the Exchange Property shall be included in the Exchange Property, (b) rights issues offered to holders of Relevant Securities comprising the Exchange Property such that the Exchange Property shall include either the value of such rights issues in the form of cash or the Securities that are subscribed for and taken up pursuant to such rights issues, (c) bonus issues, capital distributions or further securities or assets issued (as a result of any reorganisation) to holders of Relevant Securities comprising the Exchange Property such that the Exchange Property shall include such bonus issues, capital distributions (including in cash) and further securities or assets issued or made in respect of the Relevant Securities comprising the Exchange Property and (d) any event or circumstance for which the Company has determined might have an adverse effect on the Exchange Property but which would not otherwise trigger an adjustment to the Exchange Property under limb (c) as set out above.

With respect to adjustment event (d) set out above, the Company will exercise its right for the interests of the Company and its Shareholders as a whole and an Independent Financial Institution will be engaged, at the Company's own expense, to determine the fair and reasonable adjustment (if any) that is needed.

The Bonds will also contain provisions for the adjustment of the Exchange Property in relation to general offers, whereby in the event of an Offer for Relevant Securities, if such Offer is accepted, then the Exchange Property shall be deemed to consist, in whole or in part, of the consideration received for the Relevant Securities acquired under the Offer and in place of the Exchange Property which it substitutes, as further described in the terms and conditions of the Bonds.

Number of Shoucheng Shares initially exchangeable	On the exercise of Exchange Rights, Bondholders will initially be entitled to receive 752,870.32 Shoucheng Shares for each HK\$2,000,000 principal amount of Bonds (subject to adjustment pursuant to the terms and conditions of the Bonds).
Ranking of Shoucheng Shares exchangeable	Shoucheng Shares forming part of the Exchange Property to be delivered on exercise of the Exchange Rights will be fully paid and will rank <i>pari passu</i> with all fully paid Shoucheng Shares of the same class in issue on the relevant Exchange Date.
Redemption at Maturity	Unless previously redeemed, exchanged or purchased and cancelled, the Company is required to redeem each Bond on the Maturity Date at its principal amount together with interest accrued but unpaid thereon to such date.
Redemption for Taxation Reasons	The Bonds may be redeemed at the option of the Company in whole, but not in part, at any time, on giving not less than 25 nor more than 60 days' notice to the Trustee and the Principal Paying Agent in writing and to the Bondholders in accordance with the terms and conditions of the Bonds (which notice shall be irrevocable) at their principal amount, together with interest accrued but unpaid thereon to but excluding the date fixed for redemption, if the Company satisfies the Trustee immediately prior to the giving of such notice that (i) the Company has or will become obliged to pay additional tax amounts as provided or referred to in the terms and conditions of the Bonds as a result of any change in, or amendment to, the laws or regulations of Bermuda or Hong Kong or in any such case, any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a decision by a court of competent jurisdiction), which change or amendment becomes effective on or after 25 September 2025, and (ii) such obligation cannot be avoided by the Company taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such additional tax amounts if a payment in respect of the Bonds were then due.
Redemption at the Option of the Company	On giving not less than 25 nor more than 60 days' notice to the Trustee and the Principal Paying Agent in writing and to the Bondholders in accordance with the terms and conditions of the Bonds, the Bonds may be redeemed at the option of the Company in whole, but not in part, at their principal amount, together with interest accrued but unpaid thereon to but excluding the relevant date fixed for redemption:

- (i) at any time on or after 3 January 2026, provided that the aggregate of the value of the Relevant Securities or other property comprising the Exchange Property, on each of not less than 20 Trading Days in any period of 30 consecutive Trading Days (the last day of which period occurs no more than five Trading Days immediately prior to the date on which the relevant notice of redemption is given by the Company to the Bondholders) shall have exceeded 120 per cent. of the aggregate principal amount of the Bonds then outstanding on such Trading Day; and
- (ii) at any time if, prior to the date on which the relevant notice of redemption is given by the Company, less than 10 per cent. in principal amount of the Bonds originally issued (including any further bonds consolidated and forming a single series with the Bonds at such date) remain outstanding.

Redemption at the Option of the Bondholders

The holder of any Bond will have the right, at such holder's option, to require the Company to redeem all or some only of such holder's Bonds on 3 October 2027 (the "**Put Option Date**") at their principal amount, together with interest accrued but unpaid thereon to but excluding the Put Option Date. To exercise such option, the Bondholder must deposit at the specified office of the Principal Paying Agent or any other paying agent a duly completed and signed notice of redemption, in the form for the time being current, substantially in the form scheduled to the Agency Agreement, obtainable from the specified office of any paying agent, together with the certificate evidencing the Bonds to be redeemed not more than 60 days and not less than 25 days prior to the Put Option Date.

Redemption at the Option of the Bondholders for Relevant Redemption Event

At any time following the occurrence of a Relevant Redemption Event (as defined below), a Bondholder will have the right, at such Bondholder's option, to require the Company to redeem all, but not some only, of such Bondholder's Bonds on the Relevant Redemption Event Put Date (as defined below) at their principal amount, together with interest accrued but unpaid thereon to but excluding the Relevant Redemption Event Put Date (as defined below).

To exercise such option, the Bondholder must deposit at the specified office of the Principal Paying Agent or any other paying agent a duly completed and signed notice of redemption, in the form for the time being current, obtainable from the specified office of any Paying Agent, together with the certificate evidencing the Bonds to be redeemed, by not later than 60 days following a Relevant Redemption Event, or, if later, 60 days following the date upon which notice thereof is given to the Trustee and the Principal Paying Agent in writing and to the Bondholders by the Company in accordance with the terms and conditions of the Bonds. The “**Relevant Redemption Event Put Date**” shall be the fourteenth day after the expiry of such period of 60 days as referred to above.

Clearing Systems

Upon issue, the Bonds will be represented by the Global Certificate, registered in the name of a nominee of, and deposited on or about the Issue Date with, a common depositary for Euroclear Bank SA/NV and Clearstream Banking S.A.. Except in the limited circumstances described in the Global Certificate, owners of interests in Bonds represented by the Global Certificate will not be entitled to receive definitive certificates in respect of their individual holdings of Bonds. The Bonds are not issuable in bearer form.

Listing

It is intended the Bonds will be listed on the Vienna Stock Exchange. An application will be made to the Vienna Stock Exchange for the listing of the Bonds.

Transferability

The Bonds may, subject to the terms and conditions of the Bonds and the terms of the Agency Agreement, be transferred in whole or in part in the denomination of HK\$2,000,000 and integral multiples thereof. Transfers of interests in the Bonds evidenced by the Global Certificate will be effected in accordance with the rules and procedures of the relevant clearing systems.

Status

The Bonds will constitute direct, unconditional, unsubordinated and (subject to the negative pledge as described above) unsecured obligations of the Company and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Company under the Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law and subject to the negative pledge as described above, at all times rank at least equally with all of its other present and future unsecured and unsubordinated obligations.

SECURITIES LENDING ARRANGEMENT

Certain holders or potential holders of the Bonds may establish a short position with respect to the Shoucheng Shares for the purpose of hedging their investment in the Bonds. In order to facilitate those holders of the Bonds in establishing such short positions, concurrent with the Issuance, UBS AG, London Branch (the “**Borrower**”) as borrower and custodian has entered into the Stock Borrowing and Lending Agreement with RPL as lender (the “**Lender**”), to allow the Lender to provide stock lending to the Borrower of a maximum of 300,000,000 Shoucheng Shares upon and subject to the terms and conditions stated in the Stock Borrowing and Lending Agreement. RPL will receive a lending fee equivalent to the rate of 0.5 per cent. per annum to the daily market value of the relevant loaned Shoucheng Shares.

INITIAL EXCHANGE PRICE

The Initial Exchange Price of HK\$2.6565 per Shoucheng Share represents:

- (i) a premium of approximately 5.00% over the Closing Price of HK\$2.530 per Shoucheng Share as quoted on 24 September 2025;
- (ii) a premium of approximately 5.42% over the average Closing Price of approximately HK\$2.520 per Shoucheng Share as quoted for the five (5) consecutive trading days up to and including 24 September 2025; and
- (iii) a premium of approximately 9.86% over the average Closing Price of HK\$2.418 per Shoucheng Share as quoted for the last ten (10) consecutive trading days up to and including 24 September 2025.

The Initial Exchange Price was determined with reference to the prevailing market price of the Shoucheng Shares and the terms and conditions of the Subscription Agreement and was negotiated on an arm’s length basis between the Company and the Joint Bookrunners through a book building exercise.

No fraction of a Relevant Security or any other property comprised in the Exchange Property which is not divisible shall be delivered on exercise of the Exchange Rights and the Company shall not be under any obligation to make any payment to Bondholders in respect of any such fractions and any such fraction will be rounded down to the nearest whole multiple of a Relevant Security or unit of any such other property.

USE OF PROCEEDS

The aggregate principal amount of the Bonds will be HK\$2,218,000,000. The Net Proceeds will be approximately HK\$2.25 billion. The Company currently intends to use the Net Proceeds from the Issuance for general corporate purposes to be determined on an on-going basis, including approximately 50% intended for investing into resilient, cash generative and growth segments aligned with the Group’s priorities if and when such opportunities arise.

REASONS FOR AND BENEFITS OF THE ISSUE OF THE BONDS

The Group has been consistently diversifying its funding sources and optimising its business portfolio to enhance long-term value creation for the Shareholders. Through the Issuance, the Company is able to raise financing on attractive terms and the Issuance will also allow the Company to capitalise on the current favourable market conditions to further refine and strengthen its business portfolio by divesting its stake in Shoucheng at a premium if the Exchange Rights underlying the Bonds are exercised by the Bondholders.

The Company considers the terms of the Subscription Agreement and the Bonds are fair and reasonable on normal commercial terms and in the interests of the Shareholders and the Company as a whole.

INFORMATION ON THE PARTIES

The Group

The Company is a company incorporated in Bermuda with limited liability whose shares are listed on the Main Board of the Stock Exchange. The Group invests in and operates a wide range of business predominantly in Hong Kong and Mainland China including toll roads, financial services, logistics, construction and facilities management.

To the best of the Directors' knowledge, information and belief as at the date of this announcement, each of the Placees of the Bonds (and their respective ultimate beneficial owners) is an Independent Third Party of the Company.

RPL is a company incorporated in the British Virgin Islands with limited liability and wholly-owned by the Company. RPL is principally engaged in investment holding.

Joint Bookrunners

UBS AG (acting through its Hong Kong Branch), is a registered institution under the SFO, registered to carry on Type 1 (dealing in securities), Type 4 (advising on securities), Type 6 (advising on corporate finance), Type 7 (providing automated trading services) and Type 9 (asset management) regulated activities under the SFO. UBS AG is incorporated in Switzerland with limited liability.

The Hongkong and Shanghai Banking Corporation Limited is a registered institution under the SFO, registered to carry on Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities under the SFO and a licensed bank under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong).

BNP Paribas Securities (Asia) Limited is a Licensed Corporation regulated by the Securities and Futures Commission for the conduct of Regulated Activity Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities) and Type 6 (advising on corporate finance).

INFORMATION OF SHOUCHENG

Shoucheng is a company listed on the Stock Exchange (stock code: 00697) and is principally engaged in infrastructure assets management. As at the date of this announcement, RPL holds 835,485,105 Shoucheng Shares.

Based on the audited financial statements of Shoucheng published in accordance with Hong Kong Financial Reporting Standards, the key financial information of Shoucheng for its two financial years ended 31 December 2023 and 2024 are as follows:

	For the financial year	
	ended 31 December	
	2023	2024
	<i>HK\$'000</i>	<i>HK\$'000</i>
Profit before income tax	466,451	474,101
Profit for the year	459,545	388,520

The audited net asset value of Shoucheng as of 31 December 2024 was approximately HK\$9,516 million.

FINANCIAL EFFECTS OF THE POSSIBLE DISPOSAL OF SHOUCHEG SHARES

As of the date of this announcement, the Group holds approximately 10.0 per cent. of the total issued shares in Shoucheng, which was accounted for as an associated company of the Group. Pursuant to the terms of the Bonds, the Group may dispose up to 834,933,183 Shoucheng Shares, which represents close to all of its entire shareholding in Shoucheng, if the Exchange Rights underlying the entirety of the Bonds are fully exercised by the Bondholders, with the Bonds being exchangeable into the Shoucheng Shares.

Assuming that the Group's 834,933,183 Shoucheng Shares will be disposed of upon full exchange of the Bonds, subject to audit, it is expected that the Group will recognise a disposal gain (before taxation) of approximately HK\$1.16 billion, which represents the difference between the Net Proceeds from the Issuance, the carrying value of the Group's interest in the 834,933,183 Shoucheng Shares and related release of reserves as at 30 June 2025, to be recognised upon the exercise of associated Exchange Rights, over the Exchange Period. The cumulative actual financial impact is subject to, among others, the carrying value of the Group's shareholding in the Shoucheng Shares as of the actual time of disposal of the relevant Shoucheng Shares. The above financial effects from the possible disposal of Shoucheng Shares in the case of the exchange of the Bonds is subject to the review of the Company's auditor and is not necessarily indicative of the Group's results of the upcoming financial periods.

LISTING RULES IMPLICATIONS

The right of the Bondholders to exercise the Exchange Right of the Bonds essentially involves the grant of an option by the Company to the Bondholders to acquire the Group's holding in the Shoucheng Shares. Pursuant to Rule 14.73 of the Listing Rules, such grant of option will be treated as a transaction under the Listing Rules and classified by reference to the percentage ratios.

Pursuant to the terms of the Bonds, the discretion to exchange the Bonds for the Shoucheng Shares will remain with the holder of the Bonds (and not the Company). Accordingly, under Rule 14.74(1) of the Listing Rules, on the grant of the option, the transaction will be classified as if the option had been exercised and the premium and the Initial Exchange Price will be taken into consideration for calculating the percentage ratios.

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Issuance exceeds 5% but all of them are under 25%, the Issuance constitutes a discloseable transaction for the Company under the Listing Rules, and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

The purpose of the stock lending arrangement with respect to certain Shoucheng Shares as contemplated under the Stock Borrowing and Lending Agreement is to facilitate the Issuance. It is considered as ancillary to, and part and parcel of, the Issuance and hence does not constitute a separate transaction under Chapter 14 of the Listing Rules.

Mr. Ho Gilbert Chi Hang, a Director, is also a director of Shoucheng and has abstained from voting on the resolutions approving the Issuance at the Board meeting.

The subscription for and issuance of the Bonds is subject to the satisfaction and/or waiver of the conditions precedent contained in the Subscription Agreement. In addition, the Subscription Agreement may be terminated under certain circumstances. Please refer to the section headed "The Subscription Agreement" above for further information.

As the Issuance may or may not complete, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

“Agency Agreement”	the agency agreement to be entered into on or around the Closing Date between the Company and the Trustee as Principal Paying Agent, the Exchange Agent, the Transfer Agent, the Registrar and the other agents named therein
“Alternative Stock Exchange”	at any time, in the case of the Shoucheng Shares, if they are not at that time listed and traded on the Hong Kong Stock Exchange, the principal stock exchange or securities market on which the Shoucheng Shares are then listed or quoted or dealt in
“Board”	the board of Directors
“Bondholder”	the person in whose name a Bond is registered
“Bonds”	the HK\$2,218,000,000 0.75 per cent. exchangeable bonds due 2028
“Change of Control”	<p>the occurrence of one or more of the following events:</p> <ul style="list-style-type: none">(a) any Person or Persons acting together acquires Control of the Company if such Person or Persons does not or do not have, and would not be deemed to have, Control of the Company on the Issue Date;(b) the Company consolidates with or merges into or sells or transfers all or substantially all of its assets to any other Person, unless the consolidation, merger, sale or transfer will not result in the other Person or Persons acquiring Control over the Company or the successor entity; or(c) one or more Persons acquires the beneficial ownership of all or substantially all of the Company’s issued share capital
“Closing Date”	3 October 2025, or another date not later than 17 October 2025, as the Company and the Joint Bookrunners may agree

“Closing Price”	(a) in respect of the Shoucheng Shares, the price published in the daily quotation sheet published by the Hong Kong Stock Exchange or, as the case may be, the equivalent quotation sheet of an Alternative Stock Exchange for such day; and (b) in respect of any other Relevant Securities or any other Securities, the price published in the quotation sheet of the stock exchange or other securities market on which such Relevant Securities or such other Securities are principally traded for such day
“Company”	CTF Services Limited 周大福創建有限公司, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board (Stock Code: 00659)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Control”	the acquisition or control of more than 50 per cent. of the voting rights of the issued share capital of the Company or the right to appoint and/or remove all or the majority of the members of the Board or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise
“Director(s)”	director(s) of the Company
“Exchange Agent”	China Construction Bank (Asia) Corporation Limited as exchange agent, which expression shall include its successors and all persons appointed from time to time in connection with the Bonds
“Exchange Business Day”	a day other than a Saturday or Sunday on which banks are open for business in the city in which the specified office of the Registrar (if a certificate is deposited with it in connection with a transfer) or the Transfer Agent with whom a certificate is deposited in connection with a transfer, is located
“Exchange Date”	the Exchange Business Day in the location of the specified office of the relevant Exchange Agent immediately following the date of the surrender of the certificate in respect of such Bond (and any other documents as may be required by applicable law), due delivery of the relevant exchange notice and, if applicable, the making of any payment to be made and the giving of any indemnity and/or security to be given under the terms and conditions of the Bonds in connection with the exercise of such Exchange Right

“Exchange Property”	initially 834,933,183 Shoucheng Shares, and shall include all Relevant Securities and other property or assets (including cash) arising out of or derived or resulting therefrom subject to further adjustments upon occurrence of certain events as set out in this announcement and enumerated in the terms and conditions of the Bonds
“Exchange Right”	in respect of a Bond, the right of a holder, subject to any applicable laws and regulations and in the manner described in the terms and conditions of the Bonds, to exchange a Bond at any time during the Exchange Period (as described in the section headed “Principal Terms of the Bonds” above) for a pro rata share of the Exchange Property as at the relevant Exchange Date
“Global Certificate”	a global bond certificate representing the Bonds to be issued
“Group”	the Company and its Subsidiaries
“HK\$” or “Hong Kong Dollars”	the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Stock Exchange” or “Stock Exchange”	The Stock Exchange of Hong Kong Limited or any successor thereto
“Independent Financial Institution”	an independent investment or commercial bank of international repute selected by the Company and notified in writing to the Trustee
“Independent Third Party”	any entity or person who is not a connected person of the Company within the meaning ascribed thereto under the Listing Rules
“Initial Exchange Price”	has the meaning ascribed to it in the section “INITIAL EXCHANGE PRICE” of this announcement
“Issuance”	the proposed issuance of the Bonds
“Issue Documents”	the Stock Borrowing and Lending Agreement, the Trust Deed and the Agency Agreement
“Joint Bookrunners”	UBS AG Hong Kong Branch, The Hongkong and Shanghai Banking Corporation Limited, BNP Paribas Securities (Asia) Limited
“Listed Material Subsidiaries”	any Material Subsidiary (as defined in the terms and conditions of the Bonds), the shares of which are at the relevant time listed on the Hong Kong Stock Exchange or any other stock exchange

“Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange
“Main Board”	the stock market (excluding the option market) operated by the Hong Kong Stock Exchange which is independent from and operated in parallel with the GEM of the Hong Kong Stock Exchange
“Net Proceeds”	estimated net proceeds from the issue of the Bonds payable to the Company, after deduction of the Joint Bookrunners’ commission and other estimated direct expenses payable
“Offer”	a publicly announced offer to the holders of any Relevant Securities comprising Exchange Property, whether expressed as a legal offer, an invitation to treat or in any other way, in circumstances where such offer is available to all holders of the applicable Relevant Securities or all or substantially all such holders other than any holder who is, or is connected with, or is deemed to be acting in concert with, the person making such offer or to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any stock exchange in any territory, it is determined not to make such an offer
“per cent.”	percentage
“Permitted Security Interest”	(i) any Security Interest over any assets (or related documents of title) purchased by the Company or any Material Subsidiary (as defined in the terms and conditions of the Bonds) as security for all or part of the purchase price of such assets and any substitute Security Interest created on those assets in connection with the financing and/or refinancing (together with interest, fees and other charges attributable to such financing and/or refinancing) of the indebtedness secured on those assets; and (ii) any Security Interest over any assets (or related documents of title) purchased by the Company or any Material Subsidiary (as defined in the terms and conditions of the Bonds) subject to such Security Interest and any substitute Security Interest created on those assets in connection with the financing and/or refinancing (together with interest, fees and other charges attributable to such financing and/or refinancing) of the indebtedness secured on those assets
“Person”	includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity) but does not include members of the Board (or their respective heirs, executors or assigns) or any other governing board and does not include the wholly owned direct or indirect Subsidiaries of the Company

“Placees”	any professional investors (as defined under the SFO) procured by the Joint Bookrunners to subscribe for any Bonds pursuant to the obligations under the Subscription Agreement
“PRC”	the People’s Republic of China (for the purpose of this announcement excluding Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan)
“Principal Paying Agent”	China Construction Bank (Asia) Corporation Limited as principal paying agent, which expression shall include its successors and all persons appointed from time to time in connection with the Bonds
“Registrar”	China Construction Bank (Asia) Corporation Limited as registrar, which expression shall include its successors and all persons appointed from time to time in connection with the Bonds
“Regulation S”	Regulation S under the Securities Act
“Relevant Redemption Event”	<p>“Relevant Redemption Event” occurs:</p> <ul style="list-style-type: none"> (a) when the Shoucheng Shares cease to be listed or admitted to trading, or are suspended from trading for a period exceeding 30 consecutive Trading Days, on the Hong Kong Stock Exchange (and if applicable, the Alternative Stock Exchange); or (b) when there is a Change of Control of the Company
“Relevant Securities”	Securities included in the Exchange Property from time to time including but not limited to (i) if the Shoucheng Shares comprising the Exchange Property shall be sub-divided or consolidated, then the Securities resulting from such sub-division or consolidation, (ii) any options or rights to subscribe for further Securities offered by way of rights to holders of the Shoucheng Shares comprising the Exchange Property and (iii) any bonus issues made on the Shoucheng Shares
“Relevant Exchange”	the Hong Kong Stock Exchange or, if the Shoucheng Shares are no longer admitted to trading on the Hong Kong Stock Exchange, the principal stock exchange or securities market on which the Shoucheng Shares are traded or dealt in

“Relevant Indebtedness”	any indebtedness in the form of and represented by debentures, loan stock, bonds, notes, bearer participation certificates, depository receipts, certificates of deposit or other similar securities or instruments or by bills of exchange drawn or accepted for the purpose of raising money which are, or are issued with the intention on the part of the issuer thereof that they should be, quoted, listed, ordinarily dealt in or traded on any stock exchange or over the counter or on any other securities market (whether or not initially distributed by way of private placement) having an original maturity of more than one year from its date of issue but shall not include indebtedness under any secured transferable loan facility (which term shall, for the avoidance of doubt, mean any agreement for or in respect of indebtedness for borrowed money entered into with one or more banks and/or financial institutions whereunder rights and (if any) obligations may be assigned and/or transferred)
“RPL”	Rocket Parade Limited, a company incorporated in the British Virgin Islands with limited liability and an indirect wholly owned subsidiary of the Company
“Securities”	shares or other securities (including, without limitation, any options, warrants, convertible bonds, evidence of indebtedness or rights to subscribe or purchase such shares or other securities)
“Securities Act”	the US Securities Act of 1933, as amended
“Security Interest”	any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Shareholder(s)”	the holder(s) of the ordinary shares in the issued share capital of the Company
“Shoucheng”	Shoucheng Holdings Limited 首程控股有限公司, a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board (Stock Code: 00697)

“Shoucheng Share(s)”	ordinary shares in the issued share capital of Shoucheng or shares of any class or classes resulting from any subdivision, consolidation or reclassification of those shares, which as between themselves have no preference in respect of dividends nor of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of Shoucheng. To the best knowledge of the Company, as at the date of this announcement, the total number of Shoucheng Shares in issue is 8,313,694,932
“Stock Borrowing and Lending Agreement”	the stock borrowing and lending agreement entered into between UBS AG, London Branch as borrower and custodian and RPL as lender dated 24 September 2025
“Subscription Agreement”	the subscription agreement dated 25 September 2025 entered into between the Company and the Joint Bookrunners in respect of the issue of the Bonds
“Subsidiary(ies)”	in relation to any person, means any company or other business entity of which that person owns or controls (either directly or through one or more other Subsidiaries) more than 50 per cent. of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees of such company or other business entity or any company or other business entity which at any time has its accounts consolidated with those of that person or which, under the laws, regulations or generally accepted accounting principles of Hong Kong from time to time, should have its accounts consolidated with those of that person
“Trading Day”	(a) in respect of the Shoucheng Shares, a day (other than a Saturday or Sunday) on which the Relevant Exchange is open for business, provided that for the purposes of any calculation where a Closing Price is required, if no Closing Price in respect of the Shoucheng Shares is reported on any such Trading Day, that Trading Day shall not be a Trading Day for the purposes of any calculation; and (b) in respect of any other Relevant Securities or any other Securities, a day (other than a Saturday or Sunday) on which the stock exchange or other securities market on which such Relevant Securities or any other Securities are principally traded is open for business, provided that for the purposes of any calculation where a Closing Price is required, if no Closing Price in respect of such Relevant Security or Security is reported on any such Trading Day, that Trading Day shall not be a Trading Day for the purposes of any calculation

“Transfer Agent”	China Construction Bank (Asia) Corporation Limited as transfer agent, which expression shall include its successors and all persons appointed from time to time in connection with the Bonds
“Trust Deed”	the trust deed to be entered into on or around the Closing Date between the Company and the Trustee constituting the Bonds
“Trustee”	China Construction Bank (Asia) Corporation Limited
“US” or “United States”	the United States of America
“Vienna Stock Exchange”	the Vienna MTF operated by the Vienna Stock Exchange

By order of the Board
CTF Services Limited
Dr. Cheng Kar Shun, Henry
Chairman

Hong Kong, 25 September 2025

As at the date of this announcement, (a) the executive directors of the Company are Dr. Cheng Kar Shun, Henry, Mr. Cheng Chi Ming, Brian, Mr. Ho Gilbert Chi Hang, Mr. Lam Jim and Mr. Cheng Chi Leong, Christopher; (b) the non-executive directors of the Company are Mr. William Junior Guilherme Doo (alternate director to Mr. William Junior Guilherme Doo: Mr. Lam Wai Hon, Patrick) and Mr. Tsang On Yip, Patrick; and (c) the independent non-executive directors of the Company are Mr. Shek Lai Him, Abraham, Mr. Lee Yiu Kwong, Alan, Mrs. Oei Wai Chi Grace Fung, Mr. Wong Kwai Huen, Albert, Professor Chan Ka Keung, Ceajer and Ms. Ng Yuen Ting, Yolanda.