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中國建築興業集團有限公司
CHINA STATE CONSTRUCTION DEVELOPMENT HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 830)

CONTINUING CONNECTED TRANSACTIONS IN RELATION TO THE FINANCIAL SERVICES AGREEMENT

On 22 May 2026, the Company and CSCF entered into the Financial Services Agreement, pursuant to which CSCF has agreed to provide the Group with deposit service, loan service and other financial services on a non-exclusive basis for the period from 1 June 2026 to 31 December 2028 (both dates inclusive).

As at the date of this announcement, CSCEC is the ultimate holding company of both CSCF and the Company. CSCF is a non-wholly owned subsidiary of CSCECL which is the intermediate holding company of the Company and a subsidiary of CSCEC. Accordingly, CSCF is a connected person of the Company and the transactions contemplated under the Financial Services Agreement constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

Since one or more of the applicable percentage ratios in respect of the Cap for the deposit service under the Financial Services Agreement exceed 0.1% but are less than 5%, the provision of the deposit service by CSCF to the Group under the Financial Services Agreement is subject to the reporting, announcement and annual review requirements but exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

The loan and guarantee services to be provided by CSCF to the Group under the Financial Services Agreement will be conducted on normal commercial terms or better and will not be secured by any assets of the Group and therefore are fully exempt from the reporting, announcement, annual review and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

As all the applicable percentage ratios in respect of the total fees payable by the Group to CSCF for the provision of other financial services by CSCF under the Financial Services Agreement is expected to be less than 0.1%, the other financial services constitute de minimis transactions pursuant to Rule 14A.76(1) of the Listing Rules and are fully exempt from reporting, announcement, annual review and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

CONTINUING CONNECTED TRANSACTIONS

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FINANCIAL SERVICES AGREEMENT

Date

22 May 2026

Parties

1. The Company; and

2. CSCF.

Effective Period

For the period from 1 June 2026 to 31 December 2028 (both dates inclusive).

Principal Terms

1. Services to be provided

CSCF has agreed to provide the Group with the following financial services on a non-exclusive basis:

a) deposit service;

b) loan service: loan service under the Financial Services Agreement which will not be subject to any security over the assets of the Group; and

c) other financial services:

(i) centralized fund monitoring: for the Group's business which involves fund monitoring, CSCF will liaise with relevant supervision departments for the opening of accounts with CSCF by the Group members, thus enables the Group to monitor and manage such accounts in a centralized manner;

(ii) entrusted loans: the Company can grant entrusted loans with its surplus funds through CSCF, which CSCF will issue such loans on behalf of the Company to its specified wholly-owned subsidiaries, and monitor the use of as well as assist in collecting of such loans;

(iii) cross-border capital pooled-transmittance: the service allows the Group to make bilateral movement of RMB cross-border from or to the PRC; and

(iv) guarantee service: CSCF provides the Group with guarantee service at the request of the Group for performing necessary contractual obligations.

The relevant parties may enter into definitive agreement(s) for the above financial services in accordance with the terms of the Financial Services Agreement.

2. Pricing principles

Subject to compliance with relevant laws, regulations and regulatory requirements, CSCF has agreed to adhere to the following pricing principles in providing the financial services under the Financial Services Agreement to the Group:

a) Deposit service: When determining the interest rates for deposits to be placed by the Group with CSCF, the Group shall obtain the interest rate from CSCF, and make reference to the interest rate(s) of the same type of deposits quoted by not less than three major commercial banks in the PRC (the "**Reference Deposit Rate(s)**"). The interest rate applicable to the Group for its deposits with CSCF shall be the higher of: (i) the highest Reference Deposit Rate; and (ii) the interest rate provided by CSCF.

b) Loan service: The terms of loans provided to the Group by CSCF shall be no less favourable than the terms of the same type of loans provided by independent third party banks which have existing cooperative relationships with the Group. When determining the interest rates for loans to be granted to the Group by CSCF, the Group shall obtain the interest rate from CSCF, and make reference to the interest rate(s) of the same type of loans quoted by not less than three major commercial banks in the PRC (the "**Reference Loan Rate(s)**"). The interest rate applicable to the Group for its loans to be granted by CSCF shall be the lower of: (i) the lowest Reference Loan Rate; and (ii) the interest rate provided by CSCF. Subject to compliance with relevant laws, regulations and regulatory requirements, CSCF will provide the loan service on normal commercial terms or better and such loans will not be secured by the assets of the Group.

c) Other financial services: CSCF will offer other financial services to the Group, including centralized fund monitoring, entrusted loans, cross-border capital pooled-transmittance and guarantee service, and these services (except guarantee service) shall be free of charge. For guarantee service, the terms of guarantee service provided to the Group by CSCF shall be no less favourable than the terms of the same type of service provided by independent third party banks which have existing cooperative relationships with the Group. When determining the service fees to be paid by the Group to CSCF, the Group shall obtain service fee quotes from CSCF, and make reference to the service fee(s) of the same type of services quoted by not less than three major commercial banks in the PRC (the "**Reference Guarantee Service Fee(s)**"). The service fee applicable to the Group for the guarantee service to be provided by CSCF shall be the lower of: (i) the lowest Reference Guarantee Service Fee; and (ii) the service fee charged by CSCF.

3. Capital Risk Control Measures

a) CSCF, as a non-bank financial institution approved by the CBIRC, guarantees that it will strictly comply with the regulatory requirements when conducting its operation and business. CSCF also guarantees its compliance of all the regulatory indicators with the relevant requirements.

b) The Group shall have full ownership, right of use and benefits derived from the funds in its accounts with CSCF, and CSCF shall ensure the safety and the Group's independent use of such funds.

c) CSCF shall ensure the Group's free access to its deposits with CSCF, and the Group will be able to arrange transfer of the funds in its deposit account(s) in full amount and in a timely manner.

d) The Group is entitled to choose any financial institutions for provision of the financial services according to its business needs and requirements.

e) For financial services to be provided under the Financial Services Agreement, the Group shall refer to the fee or interest rate for the same type of service quoted by not less than three major commercial banks in the PRC. If the fee or interest rate quoted by any of such banks are more favourable than that CSCF provided, the Group can request CSCF to, and CSCF shall, offer such more favourable fees or interest rate.

f) The quarterly financial statements of CSCF shall be provided to the Company on or before the fifth (5th) business day of the end of each quarter for the review of the management of the Company.

g) Copy of the monitoring reports submitted by CSCF to the financial supervision authorities shall be provided to the Company within three (3) business days following such submissions.

h) If any event or situation arises which would affect the safety of the deposits placed by the Group with CSCF, CSCF must give written notice to the Group within two (2) business days after the occurrence of such event or situation. Once being notified, the Group has the right to withdraw all of its deposits (including the accrued interests) forthwith. CSCF shall not charge the Group any fees for such withdrawal.

i) If any member of the Group cannot recover the deposits placed with CSCF as a result of CSCF misappropriated the deposits of the Group or use of such deposits in breach of the service agreement(s), the Group has the right to set off the deposit amounts due to the Group from CSCF against any amounts of loan outstanding owing by the Group to CSCF. CSCF does not have such set-off right.

j) If CSCF encounters emergency financial difficulties in making payments, CSCEC and CSCECL, as the shareholders of CSCF, are obliged to provide financial supports to CSCF in accordance with the relevant PRC laws and regulations and the articles of association of CSCF to ensure the payments.

k) CSCF shall provide an information system platform to assist with the internal financial management of the Group so that the Group can real-time monitor its accounts and funds and ensure safety of the information system platform.

l) CSCF shall assist the Group to monitor the utilization of the Cap under the Financial Services Agreement, and check with the Group each month of its records to make sure the consistency.

4. Payment

The consideration for the transactions contemplated under the Financial Services Agreement shall be paid in accordance with the specific terms as agreed under separate agreements from time to time.

CAP AND BASIS OF DETERMINATION

As at the date of this announcement, the Group had not engaged CSCF for providing any kind of financial services. Therefore, there were no relevant historical transaction figures to be disclosed or made reference to.

After having considered (i) the operating cash flow and financial needs of the Group in respect of its future business expansion and the expected growth of the Group in the coming three years; (ii) the Group's deposit plan made according to its annual revenue; and (iii) the expected amount of interest income from CSCF, the maximum daily outstanding deposit balance (including interests accrued thereon) of the aggregated deposits to be placed by the Group with CSCF pursuant to the Financial Services Agreement shall not exceed RMB57 million during the period from 1 June 2026 to 31 December 2028, and such has been set as the Cap for the said deposit service, and the ratio of deposits to be placed by the Group with CSCF to loans provided to the Group by CSCF shall not be higher than one (1) at any time during the term of the Financial Services Agreement (i.e. the average daily outstanding balance of deposits per month to be placed by the Group with CSCF shall be not higher than the average daily loan amount per month to be provided to the Group by CSCF).

INTERNAL CONTROL POLICIES AND PROCEDURES

Notwithstanding that the Company considers that the above capital risk control measures under the Financial Services Agreement are adequate to manage any risk involved in depositing funds with CSCF, the Group will review the relevant agreements and monitor the amount and interest rate/service fee of the deposits, loans and guarantee service to ensure the fairness of the terms of the relevant transactions as compared to financial services provided by independent third parties other than CSCF.

In practice, the Group shall undertake to adhere to the following internal control measures in dealing with the financial services provided by CSCF to the Group:

a) Finance and Treasury Department of the Company will real-time monitor the connected transaction amount under the Cap to ensure the services provided would not exceed the Cap.

b) The Group will set up a daily alert for the Cap, whereby such alert will be triggered when the transaction amount reached 80% of the Cap.

c) Finance and Treasury Department of the Company will monitor the business conditions of CSCF regularly. It will also review the quarterly financial statements of CSCF and other returns submitted by CSCF to the supervision authorities in the PRC (including but not limited to the CBIRC, China Securities Regulatory Commission, People's Bank of China, etc.) regularly to ensure CSCF's compliance of all the regulatory indicators with the relevant requirements.

d) Finance and Treasury Department of the Company will prepare quarterly and annual connected transaction reports which contain the statistic analysis of the connected transactions under the Financial Services Agreement. Such reports will be submitted to the Board regularly and be provided to the auditors for their review.

e) Finance and Treasury Department of the Company will monitor the credit risks of CSCF in real time and keep track of any event that would possibly affect the safety of the Group's deposits.

f) Subsidiaries of the Company need to obtain internal approval from the Company before opening accounts with CSCF or using services provided by CSCF.

REASONS FOR AND BENEFITS OF ENTERING INTO THE FINANCIAL SERVICES AGREEMENT

1. Strengthen the Group's source of funding

During the market volatility, it is expected that CSCF can provide the Group with expedient fund support, and therefore secure the Group's funding chain.

2. Save finance cost

The Group can take full advantage of various free financial services, including centralized fund monitoring, entrusted loans and cross-border capital pooled-transmittance, provided by CSCF and reduce the banking charges and financial service fees payable by the Group.

3. Cross-border flexibility for utilization of the Group's funds

The cross-border RMB capital pooled-transmittance service provided by CSCF, within the scope permitted by applicable laws and relevant policies, will provide the Group with a channel for cross-border transmission of funds, to achieve a flexible and highly efficient utilization and transmission of the Group's funds within and outside the PRC.

4. Enhance the efficiency of fund utilization

The centralized fund monitoring service provided by CSCF will strengthen the Company's centralized fund management of its subsidiaries. The use of CSCF as a clearing platform will facilitate the clearing between the Group and its suppliers and contractors, reduce the time for making payment and transmitting the funds, and thereby expedite turnaround of funds. It is anticipated that the entering into of the Financial Services Agreement will enhance the efficiency in utilization of funds and save finance cost of the Group. With the expansion of the Group's business, CSCF will provide diversified, efficient, expedient and secure financial services to the Group under the Financial Services Agreement.

5. Facilitate fund management and control by the Group

CSCF has a well-developed information system through which the Group can access the latest information concerning the collection and payment of funds of the Group as well as the status of fund balance at any time, thus improving the level of management and control of the Group's funds.

6. Improve internal synergies and competitiveness

The arrangement of entrusted loans for the wholly-owned subsidiaries of the Company provided by CSCF will lessen the interest expenditure of these subsidiaries. The Group can pool together the Group members' funds requirement when conducting cooperation with external banks, thereby enabling the Group to secure more favourable financial services for its members and enhance the financing efficiency of such members.

The transactions contemplated under the Financial Services Agreement are expected to bring the above benefits to the Group without compromising its independence.

The Directors (including the independent non-executive Directors) are of the view that the Financial Services Agreement and the transactions contemplated thereunder (together with the Cap) have been entered into in the ordinary and usual course of business of the Group, and on normal commercial terms after arm's length negotiations between the parties, and the terms of each of the services under the Financial Services Agreement and the transactions contemplated thereunder (together with the Cap) are fair and reasonable and in the interests of the Company and its shareholders as a whole.

None of the Directors has any material interest in the Financial Services Agreement or the transactions contemplated thereunder and no Director is required to abstain from voting on the Board resolution approving the entering into of the Financial Services Agreement and the transactions contemplated thereunder (together with the Cap).

INFORMATION OF THE PARTIES

The Group is principally engaged in general contracting business, facade contracting business (including design, engineering, manufacture and installation of curtain wall system) and operating management business.

CSCF, as a non-bank financial institution approved by the CBIRC, is principally engaged in providing financial services to CSCEC and its subsidiaries. CSCF is owned as to 80% by CSCECL and 20% by CSCEC.

CSCEC is the ultimate holding company of each of CSCECL, the Company and CSCF. CSCEC, together with its subsidiaries (excluding those listed on any stock exchange but including CSCECL Group), is a conglomerate principally engaged in building construction, international contracting, real estate development and investment, infrastructure construction and investment and design and prospecting.

LISTING RULES IMPLICATIONS

As at the date of this announcement, CSCEC is the ultimate holding company of both CSCF and the Company. CSCF is a non-wholly owned subsidiary of CSCECL which is the intermediate holding company of the Company and a subsidiary of CSCEC. Accordingly, CSCF is a connected person of the Company and the transactions contemplated under the Financial Services Agreement constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

Since one or more of the applicable percentage ratios in respect of the Cap for the deposit service under the Financial Services Agreement exceed 0.1% but are less than 5%, the provision of the deposit service by CSCF to the Group under the Financial Services Agreement is subject to the reporting, announcement and annual review requirements but exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

The loan and guarantee services to be provided by CSCF to the Group under the Financial Services Agreement will be conducted on normal commercial terms or better and will not be secured by any assets of the Group and therefore are fully exempt from the reporting, announcement, annual review and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

As all the applicable percentage ratios in respect of the total fees payable by the Group to CSCF for the provision of other financial services by CSCF under the Financial Services Agreement is expected to be less than 0.1%, the other financial services constitute de minimis transactions pursuant to Rule 14A.76(1) of the Listing Rules and are fully exempt from reporting, announcement, annual review and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

DEFINITIONS

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

"Board"	the board of directors of the Company;
"Cap"	in respect of the deposit service, the maximum daily outstanding balance of deposits (including interests accrued thereon) to be placed by the Group with CSCF under the Financial Services Agreement;
"CBIRC"	China Banking and Insurance Regulatory Commission (中國銀行保險監督管理委員會);
"Company"	China State Construction Development Holdings Limited (中國建築興業集團有限公司), a company incorporated in the Cayman Islands with limited liability and whose shares are listed on the Main Board of the Stock Exchange (stock code: 830);
"connected person(s)", "connected transaction(s)", "continuing connected transaction(s)", "controlling shareholder", "holding company", "percentage ratio(s)" and "subsidiary(ies)"	each has the meaning ascribed to it in the Listing Rules;
"CSCEC"	中國建築集團有限公司 (China State Construction Engineering Corporation*), a limited liability corporation organised and existing under the laws of the PRC, and the ultimate holding company of each of CSCECL, the Company and CSCF;

"CSCECL"	中國建築股份有限公司 (China State Construction Engineering Corporation Limited), a joint stock limited company established in the PRC whose shares are listed on the Shanghai Stock Exchange (stock code: 601668), being a non-wholly owned subsidiary of CSCEC;
"CSCECL Group"	CSCECL and its subsidiaries (excluding subsidiary(ies) listed on any stock exchange and their respective subsidiary(ies), if any) from time to time;
"CSCF"	中建財務有限公司 (China State Construction Finance Limited*), a limited liability company established in the PRC and a non-wholly owned subsidiary of CSCECL;
"Director(s)"	the director(s) of the Company;
"Financial Services Agreement"	the financial services framework agreement dated 22 May 2026 entered into between the Company and CSCF for provision of financial services by CSCF to the Group from time to time for the period from 1 June 2026 to 31 December 2028 (both dates inclusive);
"Group"	the Company and its subsidiaries from time to time;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
"Listing Rules"	The Rules Governing the Listing of Securities on the Stock Exchange;
"PRC"	People's Republic of China, and for the purpose of this announcement, excluding Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan;
"RMB"	Renminbi, the lawful currency of the PRC;

"Stock Exchange"	The Stock Exchange of Hong Kong Limited; and
"%"	per cent.

* *For identification purpose only*

By Order of the Board
China State Construction Development Holdings Limited
Wang Xiaoguang
Chairman and Non-executive Director

Hong Kong, 22 May 2026

As at the date of this announcement, the Board comprises Mr. Wang Xiaoguang as Chairman and Non-executive Director; Mr. Zhu Haiming (Chief Executive Officer) and Mr. Wong Man Cheung as Executive Directors; Mr. Huang Jiang as Non-executive Director; and Mr. Zhou Jinsong, Ms. Chan Man Ki Maggie and Mr. Sit Wing Hang as Independent Non-executive Directors.