中海物業
CHINA OVERSEAS PROPERTY

CHINA OVERSEAS PROPERTY HOLDINGS LIMITED
中海物業集團有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 2669)

CONTINUING CONNECTED TRANSACTIONS IN RELATION TO FINANCIAL SERVICES WITH CHINA STATE CONSTRUCTION FINANCE LIMITED

THE FINANCIAL SERVICES MASTER AGREEMENT

On 3 June 2026, the Company and CSCF entered into the Financial Services Master Agreement, pursuant to which CSCF has agreed to provide the Group with the Deposit Services, the Loan Services and Other Financial Services on a non-exclusive basis, subject to the Deposit Cap, for a term of three years commencing from 3 June 2026 and ending on 2 June 2029 (both dates inclusive).

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. The transactions contemplated under the Financial Services Master 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 Deposit Cap for the Deposit Services exceed 0.1% but are all less than 5%, the provision of the Deposit Services by CSCF to the Group under the Financial Services Master Agreement constitutes continuing connected transactions of the Company 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 Services contemplated under the Financial Services Master Agreement will constitute financial assistance to be received by the Group from CSCF. As such Loan Services will be conducted on normal or better commercial terms and will not be secured by the assets of the Group, the Loan Services under the Financial Services Master Agreement are fully exempt from the reporting, announcement, annual review and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

As each of the applicable percentage ratios in respect of the Other Financial Services 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.

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The principal terms of the Financial Services Master Agreement are summarised as follows:

Date

3 June 2026

The Financial Services Master Agreement was effective on the same date after the obtaining of all the necessary approvals by the Company to the extent required by its constitutional documents, applicable laws and regulations and the Listing Rules.

Parties

1. The Company; and

2. CSCF.

Term

The Financial Services Master Agreement will have a term of three years commencing from 3 June 2026 and ending on 2 June 2029 (both days 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 Services: the making of deposits and full and timely withdrawals by the Group with CSCF at the Group's own discretion according to its needs;

b) Loan Services: provision of loans by CSCF to the Group on normal or better commercial terms according to the business and development needs of the Group and in compliance with laws, regulations and regulatory requirements in the PRC, and all of such loans will not be subject to any security over the assets of the Group;

c) Other Financial Services

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

(ii) entrusted loans: the Company can grant entrusted loans with its surplus funds through CSCF, and CSCF will issue such loans on behalf of the Company to its wholly-owned subsidiaries based on the identity of the borrowers, purposes, amounts, terms and interest rates of the loans as determined by the Company, 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, to the extent permitted by the applicable laws and regulations; and

(iv) guarantee services: providing guarantees at the request of the Group and the beneficiary(ies) of the relevant guarantees, CSCF may provide guarantee services to the Group for performing necessary contractual obligations for transactions made by any member within the Group according to its business needs and requirements.

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

2. Pricing principles

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

a) **Deposit Services:** when determining an interest rate for a deposit to be placed by the Group with CSCF, the Company shall obtain the proposed interest rate from CSCF, and make reference to the interest rates of the same type of deposit quoted by not less than three major commercial banks in the PRC in their ordinary and usual course of business on normal commercial terms (the "**Reference Deposit Rate(s)**"). The interest rate applicable to the Group for its deposit with CSCF shall be the higher of: (i) the highest Reference Deposit Rate; and (ii) the interest rate provided by CSCF.

b) **Loan Services:** 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 commercial banks which have existing cooperative relationships with the Group. When determining the interest rate for a loan to be granted to the Group by CSCF, the Company shall obtain the proposed interest rate from CSCF, and make reference to the interest rates of the same type of loan quoted by not less than three major commercial banks in the PRC in their ordinary and usual course of business on normal commercial terms (the "**Reference Loan Rate(s)**"). The interest rate applicable to the Group for the loan to be granted by CSCF shall be the lower of: (i) the lowest Reference Loan Rate; and (ii) the interest rate provided by CSCF.

c) **Other Financial Services:** CSCF will offer Other Financial Services to the Group, including centralised fund monitoring, entrusted loans, cross-border capital pooled-transmittance and guarantee services. In respect of the provision of guarantee services, the terms of the guarantee services provided to the Group by CSCF shall be no less favourable than the terms of the same type of services provided by independent third-party commercial 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 proposed service fees quotes from CSCF, and make reference to the service fees of the same type of services quoted by not less than three major commercial banks in the PRC under the same conditions in their ordinary and usual course of business on normal commercial terms (the "**Reference Guarantee Service Fee(s)**"). The service fees applicable to the Group for any guarantee service to be provided by CSCF to the Group shall be the lower of: (i) the lowest Reference Guarantee Service Fee; and (ii) the service fees charged by CSCF. Other than that, all of the Other Financial Services shall be free of charge.

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 applicable regulatory requirements when conducting its operation and business. CSCF also guarantees its compliance with all the regulatory indicators with the requirements specified by the National Financial Regulatory Administration (國家金融監督管理總局) and other applicable PRC laws and regulations.

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 has free access to its deposits with CSCF, and that the Group will be able to arrange transfer of the funds in its deposit account(s) with CSCF in full amount and in a timely manner at any time.

d) The Group is entitled to choose any financial institutions other than CSCF for provision of the financial services, any transaction amounts and any time of withdrawal of deposits according to the principle of optimality and the Group's business needs and requirements.

e) For financial services to be provided under the Financial Services Master Agreement, the Group shall refer to the fees or interest for the same type of service quoted by not less than three major commercial banks in the PRC.

f) The quarterly financial statements of CSCF shall be provided to the Company on or before the fifth (5th) business day following the end of the 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 also 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, and the Group has the right to withdraw all of its deposits (including the accrued interests) forthwith. CSCF shall not charge the Company for any fees for such withdrawal.

i) If any member of the Group cannot recover the deposits placed with CSCF as a result of CSCF's misappropriation of the deposits of the Group or use of such deposits in breach of the Financial Services Master Agreement and/or the Definitive Services Agreement(s), the Group has the right to set off the deposit amounts due to the Group from CSCF against any amounts of loans 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 support to CSCF in accordance with the relevant PRC laws and regulations and the articles of association of CSCF to ensure the payment(s).

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

l) CSCF shall assist the Group in monitoring the utilisation of the caps (including the Deposit Cap) for the financial services under the Financial Services Master Agreement, and check with the Group each month of its records to make sure the consistency. If the Group is required by laws, regulations, government authorities, courts or regulatory bodies to provide information in relation to the Financial Services Master Agreement and/or the Definitive Services Agreement(s), CSCF shall provide the necessary assistance.

m) If CSCF fails to repay the principal and interest of a loan to the Group in time and in full in accordance with the terms of the Definitive Services Agreement, or if the Group fails to comply with any terms of the Definitive Services Agreement, the non-defaulting party will have the right to terminate the Financial Services Master Agreement.

4. Payment

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

CAP AMOUNT AND BASIS OF DETERMINATION

After having considered (i) the operating cash flow and financial needs of the Group in respect of its 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 received from CSCF, the maximum daily outstanding deposit balance (including accrued interests) of the aggregated deposits to be placed by the Group with CSCF pursuant to the Financial Services Master Agreement shall not exceed the Deposit Cap of RMB100 million for each day during the period from 3 June 2026 to 2 June 2029.

INTERNAL CONTROL POLICIES AND PROCEDURES

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

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

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

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

c) The Finance and Treasury Department of the Group 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 regulatory indicators with the relevant requirements.

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

e) The Finance and Treasury Department of the Group 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 the Loan Services provided by CSCF.

REASONS FOR AND BENEFITS OF ENTERING INTO THE FINANCIAL SERVICES MASTER AGREEMENT

1. Strengthen the Group's source of funding

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

2. Save finance cost

The Group can take full advantage of various free financial services, including centralised fund monitoring, entrusted loans and cross-border capital pooled-transmittance services, provided by CSCF to 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 services 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 utilisation and transmission of the Group's funds within and outside the PRC.

4. Enhance the efficiency of fund utilisation

The centralised fund monitoring services provided by CSCF will strengthen the Company's centralised 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 the Financial Services Master Agreement will enhance the efficiency in utilisation 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 Master 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. **Promote internal synergies and enhance competitiveness**

   The arrangement of entrusted loans for the Company's wholly-owned subsidiaries provided by CSCF represents a better substitute for loans from licensed banks or financial institutions, and will lessen the interest expenditure of these subsidiaries of the Company. The Group can pool together the 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 Master 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 Master Agreement and the transactions contemplated thereunder (together with the Deposit Cap) have been entered into in the ordinary course of business of the Company, 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 Master Agreement and the transactions contemplated thereunder (together with the Deposit Cap) are fair and reasonable and in the best interests of the Company and the shareholders of the Company as a whole.

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

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. The transactions contemplated under the Financial Services Master 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 Deposit Cap for the Deposit Services exceed 0.1% but are all less than 5%, the provision of the Deposit Services by CSCF to the Group under the Financial Services Master Agreement constitutes continuing connected transactions of the Company 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 Services contemplated under the Financial Services Master Agreement will constitute financial assistance to be received by the Group from CSCF. As such Loan Services will be conducted on normal or better commercial terms and will not be secured by the assets of the Group, the Loan Services under the Financial Services Master Agreement are fully exempt from the reporting, announcement, annual review and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

As each of the applicable percentage ratios in respect of the Other Financial Services 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.

INFORMATION ON THE PARTIES

The Group is principally engaged in the provision of property management services, value-added services to non-residents and residents and car parking space trading 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 (a state-owned corporation in the PRC) is the ultimate controlling shareholder 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.

DEFINITIONS

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

"Board"	the board of Directors
"CBIRC"	China Banking and Insurance Regulatory Commission (中國銀行保險監督管理委員會), formerly known as China Banking Regulatory Commission (中國銀行業監督管理委員會)
"Company"	China Overseas Property Holdings Limited, 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: 2669)
"connected person(s)", "continuing connected transaction(s)", "holding company(ies)", "controlling shareholder", "percentage ratio(s)" and "subsidiary(ies)"	each has the meaning ascribed to it under the Listing Rules
"CSCEC"	中國建築集團有限公司 (China State Construction Engineering Corporation*), a state-owned 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 company established in the PRC whose shares are listed on the Shanghai Stock Exchange (stock code: 601668), and 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, is a non-wholly owned subsidiary of CSCECL

"Definitive Services Agreement(s)"	has the meaning ascribed to it under the section headed "THE FINANCIAL SERVICES MASTER AGREEMENT – Principal Terms – 1. Services to be provided" of this announcement
"Deposit Cap"	the maximum daily outstanding balance of deposits (including accrued interest) to be placed by the Group with CSCF under the Financial Services Master Agreement
"Deposit Services"	the deposit services transactions in the PRC as contemplated under the Financial Services Master Agreement
"Director(s)"	the director(s) of the Company
"Financial Services Master Agreement"	the master agreement dated 3 June 2026 entered into between the Company and CSCF in relation to the provision of financial services by CSCF to the Group from time to time for a term of three years commencing from 3 June 2026 and ending on 2 June 2029 (both dates inclusive)
"Group"	the Company and its subsidiaries from time to time; for the purpose of the Financial Services Master Agreement, the Company and its subsidiaries from time to time (excluding subsidiary(ies) listed on any stock exchange and their respective subsidiary(ies), if any)
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Loan Services"	the loan services transactions in the PRC contemplated under the Financial Services Master Agreement
"Other Financial Services"	the other financial services transactions (including centralised fund monitoring, entrusted loans, cross-border capital pooled-transmittance and guarantee service) contemplated under the Financial Services Master Agreement
"PRC"	the People's Republic of China, which for the purpose of this announcement excludes 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
"%"	per cent

* *For identification purpose only.*

By order of the Board
China Overseas Property Holdings Limited
Zhang Guiqing
Chairman and Executive Director

Hong Kong, 3 June 2026

As at the date of this announcement, the Board comprises eight Directors, of which three are Executive Directors, namely Mr. Zhang Guiqing (Chairman), Mr. Xiao Junqiang (Chief Executive Officer) and Mr. Kam Yuk Fai (Chief Financial Officer); two are Non-executive Directors, namely, Mr. Guo Lei and Ms. Ng, Yat Wing Athena; and three are Independent Non-executive Directors, namely, Mr. Yung, Wing Ki Samuel, Mr. Lim, Wan Fung Bernard Vincent and Mr. Tsoi Wing Sing.