Shenzhen Investment Holdings Bay Area Development Company Limited
深圳投控灣區發展有限公司

(incorporated in the Cayman Islands with limited liability)
Stock Codes: 737 (HKD counter) and 80737 (RMB counter)

CONNECTED TRANSACTIONS CONSTRUCTION SUPERVISION AGREEMENTS

CONSTRUCTION SUPERVISION AGREEMENTS

After the open tender and bidding processes conducted through Guangzhou Public Resources Trading Center, on 21 September 2026 (after trading hours), GSZ Company entered into the Construction Supervision Agreement (JL1 Bid Section) with Guangdong Xiangfei and the Construction Supervision Agreement (JL2 Bid Section) with Guangdong Hualu, respectively. Pursuant to the Construction Supervision Agreements, the relevant supervisors shall undertake the construction supervisory works for the respective bid sections of the Shenzhen section of Beijing-Hong Kong-Macao Expressway at a total contract fee of RMB106,313,195, of which RMB38,191,800 is for the Construction Supervision Agreement (JL1 Bid Section) and RMB68,121,395 is for the Construction Supervision Agreement (JL2 Bid Section).

LISTING RULES IMPLICATIONS

Given that GPCG owns 40% in Guangdong Xiangfei and 100% in Guangdong Hualu, respectively; and GPCG is the holding company of Guangdong Highway Construction, a substantial shareholder of GSZ Company (a deemed subsidiary of the Company); both Guangdong Xiangfei and Guangdong Hualu are associates of Guangdong Highway Construction and thus connected persons of the Company at subsidiary level. Accordingly, the transactions contemplated under the Construction Supervision Agreements constitute connected transactions of the Company under Chapter 14A of the Listing Rules.

As the Construction Supervision Agreements have the same ultimate connected counterparty and are of similar transaction nature, and the transactions thereunder are carried out within 12 months, such transactions are required to be aggregated pursuant to Rule 14A.81 of the Listing Rules.

On stand-alone basis, (i) all applicable percentage ratios in respect of the Construction Supervision Agreement (JL1 Bid Section) are less than 1%, and (ii) one or more of the applicable percentage ratios in respect of the Construction Supervision Agreement (JL2 Bid Section) are more than 1% but all are less than 5%. On aggregate basis, one or more of the applicable percentage ratios in respect of the Construction Supervision Agreements exceeds 1% but all are less than 5%. Accordingly, the transactions contemplated under the Construction Supervision Agreements are subject to the reporting and announcement requirements but exempt from Shareholders' approval requirement under Chapter 14A of the Listing Rules.

1. CONSTRUCTION SUPERVISION AGREEMENTS

After the open tender and bidding processes conducted through Guangzhou Public Resources Trading Center, on 21 September 2026 (after trading hours), GSZ Company entered into the Construction Supervision Agreements. Save for the identity of the supervisors, road sections which the supervision services covered and the contract fees, the principal terms of the Construction Supervision Agreement (JL1 Bid Section) and the Construction Supervision Agreement (JL2 Bid Section) are substantially the same, a summary of which is set out as follows:

Parties	*Principal* GSZ Company, a deemed subsidiary of the Company *Supervisor* Construction Supervision Agreement (JL1 Bid Section): Guangdong Xiangfei Construction Supervision Agreement (JL2 Bid Section): Guangdong Hualu
Subject Matter	The relevant supervisor agreed to undertake certain construction supervisory works in connection with the relevant bid section of the Shenzhen section of Beijing-Hong Kong-Macao Expressway, which cover construction supervision during the construction preparation stages, construction stages, handover (completion) acceptance and defect responsibility period, including construction safety supervision, traffic organization supervision, environmental protection supervision of the project, whole-line water and soil conservation monitoring and acceptance, supervision of the preparation of completion filing of all parties involved in the construction, and related work to cooperate GSZ Company with the handover, completion acceptance and with settlement and final accounts prior to completion acceptance. *Details of the supervision works and road sections under the Construction Supervision Agreement (JL1 Bid Section):* (i) the supervision works of the roadbed, bridges and culverts (excluding steel structure fabrication and transport), interchanges, and roadside ancillary facilities of the road section from K71+126 to K86+700; and (ii) the supervision works of the precast girder and slab projects of the road section from K71+126 to K87+710. The total length of the road sections under the Construction Supervision Agreement (JL1 Bid Section) is approximately 15.574 km.

Details of the supervision works and road sections under the Construction Supervision Agreement (JL2 Bid Section):

(i) the supervision works of the roadbed, bridges and culverts (excluding steel structure fabrication and transport), tunnels, interchanges, and roadside ancillary facilities of the road section from K86+700 to K107+800; (ii) the supervision works of the precast girder and slab projects of the road section from K87+710 to K118+200; (iii) the supervision works of the pavement, traffic safety facilities, temporary relocation of existing electromechanical pipelines, solid waste processing and utilisation, building works, landscaping and environmental protection, and roadside ancillary facilities of the road section from K71+126 to K118+200, as well as the supervision works of the bridge reinforcement and retrofitting of the road section from K107+800 to K118+200; and (iv) testing and inspection of the temporary relocation of existing electromechanical pipelines of the road section from K71+126 to K118+200. The total length of the civil works road sections under the Construction Supervision Agreement (JL2 Bid Section) is approximately 21.1 km and the total length of the pavement road sections is approximately 47.074 km.

Service Period

91 months commencing from the issuance of the written commencement notice by GSZ Company to the supervisor, which comprise of 1 month of supervisory works for construction preparatory stage, 66 months of supervisory works for construction stage and 24 months of supervisory works for handover acceptance and defect responsibility period.

Contract fee

Construction Supervision Agreement (JL1 Bid Section):
RMB38,191,800

Construction Supervision Agreement (JL2 Bid Section):
RMB68,121,395

The relevant contract fee will be adjusted if the construction costs of the projects under supervision increases or decreases by over 15% because of the change in design. However, the contract fee will not be adjusted due to market price fluctuations in labour, raw materials or equipment costs.

A premium supervision fee in an amount equivalent to 1.5% of the contract fee will be awarded to the relevant supervisor if it can meet the quality standards. GSZ Company has the right to, based on the execution status of the approved design estimate for the project, suspend the payment of premium supervision fee, recover any such fees already paid out, or revise the premium supervision fee implementation rules.

GSZ Company intends to finance the contract fee by its internal resources and/or external bank financing.

Basis of Determination of Contract Fee	GSZ Company conducted open tender processes through Guangzhou Public Resources Trading Center for the respective Construction Supervision Agreements. GSZ Company established a bid evaluation committee in accordance with the requirements of relevant laws and regulations, and awarded the contract to the relevant supervisor after considering the bidders' biding prices, experiences and performance, technical capabilities and reputation comprehensively. The respective contract fees under the Construction Supervision Agreements were determined based on the bidding price provided by the relevant supervisors, which were based on the prevailing market price for a project of similar nature and complexity.
Advance Payment	The advance payment amount is 10% of the contract fee under the relevant Construction Supervision Agreements, which shall be payable by GSZ Company within 7 days after signing of the relevant Construction Supervision Agreements and submission of the application for advance payment by the relevant supervisor. The advance payment will be set off against the incurred contract amount at an agreed ratio upon the incurred contract amount reaching 30% of the contract fee.
Payment Arrangement	GSZ Company shall review and make the service payment within 28 days upon receiving the payment application of supervision service fee by the relevant supervisor. During the service period, service amount for each quarter shall be paid by mid-month of the first month following the end of the quarter provided that the relevant supervisor has provided a payment request no later than the 28th day of the last month of such quarter.
Performance Guarantee Deposit and Defects Liability Guarantee Deposit	The supervisor shall provide to GSZ Company a performance guarantee deposit in the amount equivalent to 10% of the contract fee by way of cash (cheque), bank guarantee or other legal means. GSZ Company shall return the performance guarantee deposit to the supervisor within 7 days after the payment of the defects liability guarantee deposit by the supervisor. The supervisor shall provide to GSZ Company a defects liability guarantee deposit in the amount equivalent to 3% of the total construction supervision service fee in the form of cash (or cheque), bank guarantee or other legal means. GSZ Company shall return the defects liability guarantee deposit to the supervisor within 14 days after delivery of the notice of completion of the construction defect responsibility period.

Defect Responsibility Period	24 months after completion of the construction, during which the supervisor shall be responsible for supervising the construction contractors in rectifying the construction defects.
Effectiveness	The relevant Construction Supervision Agreements shall become effective upon the relevant supervisor having provided its performance guarantee and all parties having signed and stamped the relevant agreements.

2. INFORMATION ON THE PARTIES

The Group

The Group is principally engaged in the expressway business, with its development strategy focusing on the development of infrastructure and related businesses in the Greater Bay Area as well as land development and utilisation along expressway.

GSZ Company

GSZ Company (a deemed subsidiary of the Company) is principally engaged in the construction, operation and management of the Guangzhou-Shenzhen section of Beijing Hong Kong-Macao Expressway, which is owned as to 45% and 55% by Hopewell China Development (Superhighway) Limited (a non-wholly owned subsidiary of the Company) and Guangdong Highway Construction.

Guangdong Xiangfei

Guangdong Xiangfei is a limited liability company established in the PRC. Its largest shareholder is GPCG, which indirectly owns 40% equity interest in Guangdong Xiangfei. To the best of the Directors' knowledge, information and belief, having made all reasonable enquires, the remaining 60% equity interest is held by various Independent Third Parties. Guangdong Xiangfei is principally engaged in construction supervision services for highway engineering, bridge engineering, tunnel engineering, and other related projects.

Guangdong Hualu

Guangdong Hualu is a limited liability company established in the PRC and a wholly-owned subsidiary of GPCG. Guangdong Hualu is a company specialised in communication, municipal administration, water conservancy technology research, material testing, engineering project evaluation, engineering technology research, engineering design, consulting and supervision, etc..

GPCG is a state-owned enterprise incorporated in the PRC ultimately controlled by the Guangdong Provincial People's Government. It is principally engaged in the investment, construction, and operation of expressways; passenger and freight road transport; modern logistics; highway design, construction, and supervision; and intelligent transportation in Guangdong Province.

3. REASONS FOR AND BENEFITS OF ENTERING INTO THE CONSTRUCTION SUPERVISION AGREEMENTS

The investment, construction, operation and maintenance of expressways is one of the Group's principal businesses. The entering into of the Construction Supervision Agreements is a part of the implementation of the reconstruction and expansion project of the Guangzhou-Shenzhen section of Beijing-Hong Kong-Macao Expressway, which will help to enhance the traffic capacity and service level of Guangzhou-Shenzhen section of Beijing-Hong Kong-Macao Expressway, and strengthen the core competitiveness of the Group in the toll road industry, which is in line with the development strategy of the Group.

Each of Guangdong Xiangfei and Guangdong Hualu, the respective supervisors under the Construction Supervision Agreements, was selected as the winning bidder for the corresponding Construction Supervision Agreement, as it ranked first among the bidders in the tenders through a standardised tender and bidding process which is regulated by the bidding laws and regulations in the PRC. Pursuant to the abovementioned laws and regulations, the bidder with the highest overall score shall be ranking first and confirmed as the winning bidder. The score was determined by an independent tender committee (with the majority of candidates randomly selected by GSZ Company from an external expert database) based on a rating scale taking into account a standard set of factors as set out in the bidding documents, which may include but are not limited to the bidding price, experiences and performance, technical capabilities and reputation etc..

Taking into account the reasons set out above, the Directors (including all the independent non-executive Directors) consider that the terms of each of the Construction Supervision Agreements and the respective transactions contemplated thereunder are fair and reasonable, on normal commercial terms in the ordinary course of business of the Group and in the interests of the Company and its Shareholders as a whole.

None of the Directors has any material interest in each of the Construction Supervision Agreements and the respective transactions contemplated thereunder and was required to abstain from voting on the Board resolutions approving any of the Construction Supervision Agreements and the transactions contemplated thereunder.

4. LISTING RULES IMPLICATIONS

Given that GPCG owns 40% in Guangdong Xiangfei and 100% in Guangdong Hualu, respectively; and GPCG is the holding company of Guangdong Highway Construction, a substantial shareholder of GSZ Company (a deemed subsidiary of the Company); both Guangdong Xiangfei and Guangdong Hualu are associates of Guangdong Highway Construction and thus connected persons of the Company at subsidiary level. Accordingly, the transactions contemplated under the Construction Supervision Agreements constitute connected transactions of the Company under Chapter 14A of the Listing Rules.

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DEFINITIONS

"Board"	the board of Directors
"Company"	Shenzhen Investment Holdings Bay Area Development Company Limited (深圳投控灣區發展有限公司), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Stock Exchange (Stock Codes: 737 (HKD Counter) and 80737 (RMB Counter))
"Construction Supervision Agreement (JL1 Bid Section)"	the supervision of the construction works agreement (JL1 Bid Section) under the reconstruction and expansion project of the Shenzhen section of Beijing-Hong Kong-Macao Expressway* (《京港澳高速公路深圳段改擴建項目施工監理合同(JL1標段)》) dated 21 September 2026 entered into between GSZ Company and Guangdong Xiangfei
"Construction Supervision Agreement (JL2 Bid Section)"	the supervision of the construction works agreement (JL2 Bid Section) under the reconstruction and expansion project of the Shenzhen section of Beijing-Hong Kong-Macao Expressway* (《京港澳高速公路深圳段改擴建項目施工監理合同(JL2標段)》) dated 21 September 2026 entered into between GSZ Company and Guangdong Hualu
"Construction Supervision Agreements"	Construction Supervision Agreement (JL1 Bid Section) and Construction Supervision Agreement (JL2 Bid Section)
"Director(s)"	the director(s) of the Company
"GPCG"	Guangdong Provincial Communication Group Company Limited* (廣東省交通集團有限公司), a state-owned enterprise incorporated in the PRC, and is owned by the Guangdong Provincial People's Government
"Greater Bay Area"	Guangdong-Hong Kong-Macao Greater Bay Area
"Group"	the Company and its subsidiaries
"GSZ Company"	Guangzhou-Shenzhen-Zhuhai Superhighway Company Limited (廣深珠高速公路有限公司), the joint venture established by the Group and Guangdong Highway Construction in Guangzhou City, Guangdong Province of the PRC on 27 April 1988 and a deemed subsidiary of the Company when fulfilling certain agreed obligations/responsibilities under Listing Rules in terms of the Listing Agreement entered into between the Company and the Stock Exchange on 7 August 2003

"Guangdong Highway Construction"	Guangdong Provincial Highway Construction Company Limited* (廣東省公路建設有限公司), the PRC joint venture partner of GSZ Company, and a company established in the PRC with limited liability and a non wholly-owned subsidiary of GPCG
"Guangdong Hualu"	Guangdong Hualu Transportation Technology Co., Ltd.* (廣東華路交通科技有限公司), a company established in the PRC and a wholly-owned subsidiary of GPCG
"Guangdong Xiangfei"	Guangdong Xiangfei Highway Engineering Supervision Co., Ltd.* (廣東翔飛公路工程監理有限公司), a company established in the PRC and indirectly owned as to 40% by GPCG
"Independent Third Party(ies)"	third party(ies) independent of and not being connected persons of the Company or its subsidiaries
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"PRC" or "China"	the People's Republic of China
"RMB"	Renminbi, the lawful currency of the PRC
"Share(s)"	ordinary share(s) of HK$0.10 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"%"	per cent

By Order of the Board
Shenzhen Investment Holdings Bay Area Development Company Limited
Ji LIU*
Executive Director and Deputy General Manager

Hong Kong, 21 September 2026

As at the date of this announcement, the Board comprises three Executive Directors namely, Mr. Jianming WU (Chairman and General Manager), Mr. Cheng WU* (Deputy General Manager) and Mr. Ji LIU* (Deputy General Manager and secretary to the Board); three Non-executive Directors namely, Ms. Guiping ZHAO*, Mr. Xuan WANG* and Mr. Yu HAO*; and three Independent Non-executive Directors namely, Mr. Yu Lung CHING, Mr. Tony Chung Nin KAN and Mr. Peng XUE*.*

** For identification purpose only*