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SHENGUAN HOLDINGS (GROUP) LIMITED

神冠控股(集團)有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 00829)

CONTINUING CONNECTED TRANSACTIONS

(1) RENEWAL OF EXCELTECH SALE AND PURCHASE AGREEMENT

**(2) RENEWAL OF FRAMEWORK AGREEMENTS FOR
THE PURCHASE OF PACKAGING MATERIALS**

**(3) RENEWAL OF FRAMEWORK AGREEMENT FOR
THE PURCHASE AND PROCESSING OF CATTLE SKIN**

CONTINUING CONNECTED TRANSACTIONS

The Board is pleased to announce that, on 9 October 2026, the Company entered into:

- (i) the 2029 Exceltech Sale and Purchase Agreement with Exceltech Food, Exceltech Global and Exceltech International, pursuant to which the Group agrees to supply the Products to Exceltech Food, Exceltech Global and Exceltech International for a period of three years commencing from 1 January 2027 to 31 December 2029;
- (ii) the 2029 Junye Sale and Purchase Agreement with Wuzhou Junye, pursuant to which Wuzhou Junye agrees to supply packaging materials to the Group for a period of three years commencing from 1 January 2027 to 31 December 2029;
- (iii) the 2029 Zhongbo Sale and Purchase Agreement with Wuzhou Zhongbo, pursuant to which Wuzhou Zhongbo agrees to supply packaging materials to the Group for a period of three years commencing from 1 January 2027 to 31 December 2029; and
- (iv) the 2029 Zhiguan Framework Agreement with Guangxi Zhiguan, pursuant to which Guangxi Zhiguan agrees to supply cattle skin and provide cattle skin processing services to the Group for a period of three years commencing from 1 January 2027 to 31 December 2029.

LISTING RULES IMPLICATIONS

Each of Exceltech Food, Exceltech Global and Exceltech International is an associate of Dato' Sri Low, who is a non-executive Director and a substantial Shareholder. Each of Wuzhou Junye, Wuzhou Zhongbo and Guangxi Zhiguan is an associate of Ms. Zhou, who is an executive Director and a controlling Shareholder. Therefore, each of Exceltech Food, Exceltech Global, Exceltech International, Wuzhou Junye, Wuzhou Zhongbo and Guangxi Zhiguan is a connected person of the Company under the Listing Rules. Thus, the Transactions contemplated under each of the 2029 Exceltech Sale and Purchase Agreement, the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement and the 2029 Zhiguan Framework Agreement constitutes continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios (other than the profits ratio) in respect of the corresponding Proposed Annual Caps for the 2029 Exceltech Sale and Purchase Agreement are, on an annual basis, less than 5%, the Transactions contemplated thereunder are subject to the reporting, announcement and annual review requirements but are exempted from the Independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

As the applicable percentage ratios (other than the profits ratio) in respect of the aggregation of the corresponding Proposed Annual Caps for each of the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement are, on an annual basis, more than 5%, the Transactions contemplated thereunder are subject to the reporting, announcement, annual review and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As the applicable percentage ratios (other than the profits ratio) in respect of the corresponding Proposed Annual Caps for the 2029 Zhiguan Framework Agreement are, on an annual basis, more than 5%, the Transactions contemplated thereunder are subject to the reporting, announcement, annual review and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

GENERAL

The EGM will be convened for the Independent Shareholders to consider, and if thought fit, approve (i) the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps and (ii) the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps. Ms. Zhou, Mr. Sha Junqi and any of their respective associates will abstain from voting in relation to the resolutions approving the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps at the EGM. All Equity Interest Holders and any of their respective associates will abstain from voting in relation to the resolutions approving the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps at the EGM. To the best of the Directors' knowledge, information and belief, as at the date of this announcement, no other Shareholder is required to abstain from voting on the relevant resolutions to approve the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement, the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps at the EGM, pursuant to Rule 14A.36 of the Listing Rules.

An Independent Board Committee comprising all independent non-executive Directors has been established to advise the Independent Shareholders in relation to the terms of the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement, the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps. Maxa Capital has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in this respect.

A circular containing, among others, details of (i) the terms of the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement, the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps; (ii) the respective letters of advice from the Independent Board Committee and the Independent Financial Adviser; and (iii) a notice convening the EGM is expected to be despatched to the Shareholders on or before 2 November 2026.

BACKGROUND

References are made to the announcement of the Company dated 18 October 2023 and the circular of the Company dated 10 November 2023, in relation to, among others, the continuing connected transactions under (i) the 2026 Exceltech Sale and Purchase Agreement; (ii) the 2026 Junye Sale and Purchase Agreement; (iii) the 2026 Zhongbo Sale and Purchase Agreement; and (iv) the 2026 Zhiguan Framework Agreement. The 2026 Exceltech Sale and Purchase Agreement, the 2026 Junye Sale and Purchase Agreement, the 2026 Zhongbo Sale and Purchase Agreement and the 2026 Zhiguan Framework Agreement will all expire on 31 December 2026.

As the Company, Exceltech Food, Exceltech Global, Exceltech International, Wuzhou Junye, Wuzhou Zhongbo and Guangxi Zhiguan intend to continue to carry out the relevant transactions, the 2029 Exceltech Sale and Purchase Agreement, the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement, and the 2029 Zhiguan Framework Agreement were entered into on 9 October 2026 to renew the abovementioned agreements.

THE AGREEMENTS

(a) 2029 Exceltech Sale and Purchase Agreement

Date:

9 October 2026

Parties:

- (1) The Company;
- (2) Exceltech Food;
- (3) Exceltech Global; and
- (4) Exceltech International

Summary of principal terms:

Duration and other terms

Pursuant to the 2029 Exceltech Sale and Purchase Agreement, the Group agrees to supply the Products to Exceltech Food, Exceltech Global and Exceltech International for a period of three years commencing from 1 January 2027 to 31 December 2029. The Company has absolute discretion to nominate any one or more of its subsidiaries to conduct the Transactions under the 2029 Exceltech Sale and Purchase Agreement.

The purchase price shall be settled by Exceltech Food, Exceltech Global and Exceltech International, within 60 days upon the Products have been received and examined.

Pricing principles

The parties will make reference to the average price of products similar to the specific type of Products exported by the Company to Southeast Asia. The price of each specific type of Products to be sold by the Group to Exceltech Food, Exceltech Global and Exceltech International shall not be lower than the average price of products similar to the specific type of Products exported by the Company to independent customers in Southeast Asia.

The parties will also make reference to payment terms offered by the Company in exporting products similar to the specific type of Products to independent customers in Southeast Asia. The payment terms to be offered by the Group to Exceltech Food, Exceltech Global and Exceltech International shall not be more favourable than those offered by the Company in exporting products similar to the specific type of Products to Southeast Asia.

Annual caps

Existing annual caps

The table below sets out the existing annual caps for the supply of the Products by the Group to Exceltech Food, Exceltech Global and Exceltech International under the 2026 Exceltech Sale and Purchase Agreement for the two years ended 31 December 2024 and 2025 and the year ending 31 December 2026:

	For the year ended 31 December 2024	For the year ended 31 December 2025	For the year ending 31 December 2026
2026 Exceltech Sale and Purchase Agreement	RMB7,000,000	RMB8,000,000	RMB9,000,000

Historical transaction amounts

The table below sets out the actual historical transaction amounts for the supply of the Products by the Group to Exceltech Food, Exceltech Global and Exceltech International under the 2026 Exceltech Sale and Purchase Agreement for the two years ended 31 December 2024 and 2025 and the eight months ended 31 August 2026:

	For the year ended 31 December 2024	For the year ended 31 December 2025	For the eight months ended 31 August 2026
Supply of the Products to Exceltech Food, Exceltech Global and Exceltech International	RMB3,397,000	RMB3,014,000	RMB1,589,000

It is confirmed that the annual caps under the 2026 Exceltech Sale and Purchase Agreement will not be exceeded for the year ending 31 December 2026.

Proposed Annual Caps and basis of determination

The Directors expect that the aggregate amounts of the supply of the Products by the Group to Exceltech Food, Exceltech Global and Exceltech International under the 2029 Exceltech Sale and Purchase Agreement will not exceed the corresponding Proposed Annual Caps set out below for the three years ending 31 December 2029:

	For the year ending 31 December 2027	For the year ending 31 December 2028	For the year ending 31 December 2029
2029 Exceltech Sale and Purchase Agreement	RMB4,000,000	RMB5,000,000	RMB6,000,000

The Proposed Annual Caps have been determined with reference to the actual transaction amounts for the two years ended 31 December 2024 and 2025 and the eight months ended 31 August 2026, the estimated demand by Exceltech Food, Exceltech Global and Exceltech International for the Products and the estimated price of the Products for the three years ending 31 December 2029.

Reasons for and benefits of entering into the 2029 Exceltech Sale and Purchase Agreement

The Directors (including the independent non-executive Directors) consider that the entering into the 2029 Exceltech Sale and Purchase Agreement will provide the Group with a secured overseas distribution network, and that (i) the terms of the 2029 Exceltech Sale and Purchase Agreement and the Transactions contemplated thereunder are in the ordinary and usual course of business of the Group, on normal commercial terms and no less favourable than those available to or from Independent Third Parties, and (ii) the terms of the 2029 Exceltech Sale and Purchase Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Internal control measures

To ensure that the Transactions contemplated under the 2029 Exceltech Sale and Purchase Agreement will be conducted in accordance with the terms of the 2029 Exceltech Sale and Purchase Agreement, on normal commercial terms or better terms, and in accordance with the pricing policy of the Company, the Group has adopted the following internal control measures to monitor the Transactions contemplated thereunder:

Upon the receipt of any purchase order from Exceltech Food, Exceltech Global and Exceltech International, the sales department of the Company will compare such order with the prices of sales transactions of the specific type of Products with similar specification of similar quantity and payment terms between the Group and at least other two independent customers of Southeast Asia. The sales department of the Company will ensure that the price of each specific type of Products to be sold by the Group to Exceltech Food, Exceltech Global and Exceltech International shall not be lower than the average price of products similar to the specific type of Products exported by the Company to the independent customers in Southeast Asia. In addition, all individual contracts for the supply of the Products will be notified to the finance department of the Group, which keeps record of connected party transactions and oversees and controls such transactions. The management of the Company will ensure that the Transactions under the 2029 Exceltech Sale and Purchase Agreement will be conducted in accordance with the terms of the 2029 Exceltech Sale and Purchase Agreement. The independent non-executive Directors and the auditors of the Company will review and confirm the continuing connected transactions contemplated under the 2029 Exceltech Sale and Purchase Agreement in accordance with the Listing Rules on an annual basis.

(b) 2029 Junye Sale and Purchase Agreement

Date:

9 October 2026

Parties:

- (1) The Company; and
- (2) Wuzhou Junye

Summary of principal terms:

Duration and other terms

Pursuant to the 2029 Junye Sale and Purchase Agreement, Wuzhou Junye agrees to supply packaging materials to the Group for a period of three years commencing from 1 January 2027 to 31 December 2029. Each of the Company and Wuzhou Junye has absolute discretion to nominate any one or more of its subsidiaries to conduct the Transactions contemplated under the 2029 Junye Sale and Purchase Agreement.

For each Transaction with Wuzhou Junye, the purchase price shall be settled by the Group before the 20th day of the subsequent month after the Group has received and examined to the Group's satisfaction the packaging materials from Wuzhou Junye.

Pricing principles

The purchase prices to be payable by the Group are determined with reference to the market price of the packaging materials. In determining the market price, the parties will make reference to the prices for packaging materials offered by two to three independent suppliers to the Group. The purchase prices to be payable by the Group to Wuzhou Junye shall not be higher than the prices offered by such independent suppliers.

The parties will also make reference to payment terms offered by independent suppliers for packaging materials. The payment terms to be offered by Wuzhou Junye to the Group shall be no less favourable than those offered by such independent suppliers.

(c) 2029 Zhongbo Sale and Purchase Agreement

Date:

9 October 2026

Parties:

- (1) The Company; and
- (2) Wuzhou Zhongbo

Summary of principal terms:

Duration and other terms

Pursuant to the 2029 Zhongbo Sale and Purchase Agreement, Wuzhou Zhongbo agrees to supply packaging materials to the Group for a period of three years commencing from 1 January 2027 to 31 December 2029. Each of the Company and Wuzhou Zhongbo has absolute discretion to nominate any one or more of its subsidiaries to conduct the Transactions under the 2029 Zhongbo Sale and Purchase Agreement.

For each Transaction with Wuzhou Zhongbo, the purchase price shall be settled by the Group before the 20th day of the subsequent month after the Group has received and examined to the Group's satisfaction the packaging materials from Wuzhou Zhongbo.

Pricing principles

The purchase prices to be payable by the Group are determined with reference to the market price of the packaging materials. In determining the market price, the parties will make reference to the prices for packaging materials offered by two to three independent suppliers to the Group. The purchase prices to be payable by the Group to Wuzhou Zhongbo shall not be higher than the prices offered by such independent suppliers.

The parties will also make reference to payment terms offered by independent suppliers for packaging materials. The payment terms to be offered by Wuzhou Zhongbo to the Group shall be no less favourable than those offered by such independent suppliers.

Annual caps

Existing annual caps

The table below sets out the existing annual caps for the purchases of packaging materials by the Group (i) from Wuzhou Junye under the 2026 Junye Sale and Purchase Agreement and (ii) from Wuzhou Zhongbo under the 2026 Zhongbo Sale and Purchase Agreement for the two years ended 31 December 2024 and 2025 and the year ending 31 December 2026 respectively:

	For the year ended 31 December 2024	For the year ended 31 December 2025	For the year ending 31 December 2026
2026 Junye Sale and Purchase Agreement	RMB58,350,000	RMB70,030,000	RMB77,030,000
2026 Zhongbo Sale and Purchase Agreement	RMB12,750,000	RMB15,300,000	RMB16,830,000
Total	RMB71,100,000	RMB85,320,000	RMB93,850,000

Historical transaction amounts

The table below sets out the actual historical transaction amounts for the purchases of packaging materials by the Group (i) from Wuzhou Junye under the 2026 Junye Sale and Purchase Agreement and (ii) from Wuzhou Zhongbo under the 2026 Zhongbo Sale and Purchase Agreement for the two years ended 31 December 2024 and 2025 and the eight months ended 31 August 2026 respectively:

	For the year ended 31 December 2024	For the year ending 31 December 2025	For the eight months ended 31 August 2026
Purchase from Wuzhou Junye	RMB40,222,000	RMB34,521,000	RMB29,129,000
Purchase from Wuzhou Zhongbo	RMB8,206,000	RMB8,643,000	RMB5,412,000
Total	RMB48,428,000	RMB43,164,000	RMB34,541,000

It is confirmed that the annual caps under each of the 2026 Junye Sale and Purchase Agreement and the 2026 Zhongbo Sale and Purchase Agreement will not be exceeded for the year ending 31 December 2026.

Proposed Annual Caps and basis of determination

The Directors expect that the aggregate amounts of the purchases of packaging materials by the Group (i) from Wuzhou Junye under the 2029 Junye Sale and Purchase Agreement and (ii) from Wuzhou Zhongbo under the 2029 Zhongbo Sale and Purchase Agreement will not exceed the corresponding Proposed Annual Caps set out below for the three years ending 31 December 2029 respectively:

	For the year ending 31 December 2027	For the year ending 31 December 2028	For the year ending 31 December 2029
2029 Junye Sale and Purchase Agreement	RMB52,000,000	RMB63,000,000	RMB75,000,000
2029 Zhongbo Sale and Purchase Agreement	RMB12,000,000	RMB14,000,000	RMB17,000,000
Total	RMB64,000,000	RMB77,000,000	RMB92,000,000

The packaging materials provided by Wuzhou Junye are used for food inner packaging, which may come into direct contact with food, so that the required quality standard of the packaging materials is higher in terms of hygiene and safety considerations, while the packaging materials provided by Wuzhou Zhongbo are normal paper boxes used for outer packaging, which will not directly contact food.

The Proposed Annual Caps under each of the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement have been determined with reference to:

- (i) the actual transaction amounts for the two years ended 31 December 2024 and 2025 and the eight months ended 31 August 2026 under the 2026 Junye Sale and Purchase Agreement and the 2026 Zhongbo Sale and Purchase Agreement;
- (ii) it is estimated that for each of the three years ending 31 December 2029, the price of packaging materials will increase by approximately 5.0% following the China's Gross Domestic Product grew by approximately 4.7% year-on-year in the first half of 2026;
- (iii) the expected increase in the usage volume of packaging materials of approximately 10% per annum for each of the three years ending 31 December 2029, taking into account the Group's sales plan and expected production requirements. In formulating the Group's sales plan, we have taken into account the overall economic recovery and the expected recovery of the meat products industry in 2026, as well as the year-on-year growth in the Group's overall sales of collagen casings from January to August 2026, with the S-series of new products recording significant growth and expected to become one of the Group's sales growth drivers;

- (iv) due to seasonality factor, the fourth quarter of the year is normally the peak season for the Group's collagen sausage casing business. To determine the projected usage of packaging materials for the last four months of the year, we have applied a 44% upward adjustment to the average monthly usage for the first eight months of the year to reflect such seasonal factors. The 44% upward adjustment was determined with reference to the actual business performance in 2025; and
- (v) a reasonable buffer of approximately 5% as a contingency margin to provide sufficient operational flexibility for the Group in the event of an unexpected surge in market demand, fluctuations in unit purchase prices or additional raw material requirements arising from the research and development of new products.

Condition precedent

The 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps in aggregation are subject to and conditional upon the approval by the Independent Shareholders at the EGM in accordance with the Listing Rules.

In case where the condition precedent cannot be fulfilled on or before 31 December 2026 (or a later date as agreed by the parties thereto), the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement shall be terminated, and, except in relation to any default occurred prior to such termination, none of the parties shall have any rights or remedies against the other thereunder.

Reasons for and benefits of entering into the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement

According to public records and to the best of the Directors' knowledge after making reasonable enquiries, Wuzhou Junye is the only supplier which holds the PRC National Manufacturing Licence for Industrial Products (Paper Food Containers and Similar Products)* (全國工業產品生產許可證(食品用紙包裝容器等製品)) in Wuzhou city of the PRC. Both Wuzhou Junye and Wuzhou Zhongbo are close to the production base of the Group, frequent orders of packaging materials can be delivered to the Group's production base without requiring the Group to maintain a high level of stock and in turn lower the cost of storage.

The Directors (excluding the independent non-executive Directors whose views are provided after taking into account the views of the Independent Financial Adviser) consider that entering into each of the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement provides the Group with a steady supply of packaging materials for its production, and that (i) the terms of each of the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement and the Transactions contemplated thereunder are in the ordinary and usual course of business of the Group, on normal commercial terms and no less favourable to the Group than those of the Independent Third Parties, and (ii) the terms of each of the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Internal control measures

To ensure that the Transactions contemplated under each of the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement will be conducted in accordance with the terms therein, on normal commercial terms or better, and in accordance with the pricing policy of the Company, the Group has adopted the following internal control measures to monitor the Transactions contemplated thereunder:

The purchase department of the Company will be responsible for identifying suitable suppliers of packaging materials. During the selection process, at least two quotations from two independent suppliers will be sought for comparison and only the quotation with the most favourable terms will be selected. The purchase department manager will be responsible for seeking quotation from at least two independent suppliers for the packaging materials. In seeking and comparing such quotations, the purchase department manager will take into account the price, delivery time, transportation costs and quality of the packaging materials as a whole. The purchase department manager will submit all quotations obtained to the vice-president of the Group who oversees the purchase department for his approval in order to ensure only the quotation with the most favourable terms is selected. In addition, all individual contracts for the sale and purchase of packaging materials will be notified to the finance department of the Group, which keeps record of connected party transactions and oversees and controls such transactions. The management of the Company will ensure that the Transactions under the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement will be conducted in accordance with the terms therein. The independent non-executive Directors and the auditors of the Company will review and confirm the continuing connected transactions contemplated under the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement in accordance with the Listing Rules on an annual basis.

(d) 2029 Zhiguan Framework Agreement

Date:

9 October 2026

Parties:

- (1) The Company; and
- (2) Guangxi Zhiguan

Summary of principal terms:

Duration and other terms

Pursuant to the 2029 Zhiguan Framework Agreement, Guangxi Zhiguan agrees to supply cattle skin and provide cattle skin processing services to the Group for a period of three years commencing from 1 January 2027 to 31 December 2029. Each of the Company and Guangxi Zhiguan has absolute discretion to nominate any one or more of its subsidiaries to conduct the Transactions under the 2029 Zhiguan Framework Agreement.

For each Transaction with Guangxi Zhiguan, the purchase prices and the processing charges for the cattle skin will be settled by the Group before the 20th day of the subsequent month after the Group has received and examined to the Group's satisfaction the cattle skin or the processing services from Guangxi Zhiguan.

Pricing principles

The purchase prices for the cattle skin to be payable by the Group under the 2029 Zhiguan Framework Agreement are determined with reference to the market price of the cattle skin. In determining the market price, the parties will make reference to the prices for cattle skin offered by two to three independent suppliers, the difference in the location of cattle skin suppliers, transportation costs and quality of cattle skin of other independent suppliers.

The processing charges for the cattle skin to be payable by the Group under the 2029 Zhiguan Framework Agreement are determined with reference to the market processing charges of the processing services. The cattle skin processing services include cleaning, liming, deliming, cutting, packaging, and refrigerating the cattle skin. In determining the market processing charges, the parties will make reference to the prices for processing services offered by two to three independent suppliers, the difference in the location of services supplier, transportation costs and quality of services. The parties will also make reference to other terms offered by independent suppliers for such processing services.

For the avoidance of doubt, the terms to be offered by Guangxi Zhiguan to the Group shall be no less favourable than those offered by independent suppliers.

Annual caps

Existing annual caps

The table below sets out the existing annual caps for the purchase of cattle skin and procurement of cattle-skin processing services by the Group from Guangxi Zhiguan under the 2026 Zhiguan Framework Agreement for the two years ended 31 December 2024 and 2025 and the year ending 31 December 2026:

	For the year ended 31 December 2024	For the year ended 31 December 2025	For the year ending 31 December 2026
2026 Zhiguan Framework Agreement	RMB443,890,000	RMB532,670,000	RMB585,250,000

Historical transaction amounts

The table below sets out the actual historical transaction amounts for the purchase of cattle skin and procurement of cattle-skin processing services by the Group from Guangxi Zhiguan under the 2026 Zhiguan Framework Agreement for the two years ended 31 December 2024 and 2025 and the eight months ended 31 August 2026:

	For the year ended 31 December 2024	For the year ending 31 December 2025	For the eight months ended 31 August 2026
Purchase of cattle skin and procurement of cattle-skin processing services from Guangxi Zhiguan	RMB377,124,000	RMB310,734,000	RMB189,151,000

It is confirmed that the annual cap under the 2026 Zhiguan Framework Agreement will not be exceeded for the year ending 31 December 2026.

Proposed Annual Caps and basis of determination

The Directors expect that the aggregate amounts of the purchase prices and the processing charges of the cattle skin payable by the Group to Guangxi Zhiguan under the 2029 Zhiguan Framework Agreement will not exceed the corresponding Proposed Annual Caps set out below for the three years ending 31 December 2029:

	For the year ending 31 December 2027	For the year ending 31 December 2028	For the year ending 31 December 2029
2029 Zhiguan Framework Agreement	RMB410,000,000	RMB490,000,000	RMB590,000,000

The Proposed Annual Caps under the 2029 Zhiguan Framework Agreement have been determined with reference to:

- (i) the actual transaction amounts of purchase of cattle skin and procurement of cattle-skin processing services from Guangxi Zhiguan for the two years ended 31 December 2024 and 2025 and the eight months ended 31 August 2026;
- (ii) the estimated price for the purchase of cattle skin and procurement of cattle-skin processing services for each of the three years ending 31 December 2029 will increase by approximately 5.0% following the China's Gross Domestic Product grew by 4.7% year-on-year in the first half of 2026;
- (iii) the expected increase in the usage volume of cattle skin by approximately 10% per annum for each of the three years ending 31 December 2029, taking into account the Group's sales plan, expected production requirements and the continued shift of product mix towards S-series and higher-end collagen sausage casing products. In formulating the Group's sales plan, we have taken into account the overall economic recovery and the expected recovery of the meat products industry in 2026, as well as the year-on-year growth in the Group's overall sales of collagen casings from January to August 2026, with the S-series of new products recording significant growth and expected to become one of the Group's sales growth drivers;
- (iv) due to seasonality factor, the fourth quarter of the year is normally the peak season for the Group's collagen sausage casing business. To determine the projected usage of cattle skin in the last four months of the year, we have applied a 44% upward adjustment to the average monthly usage for the first eight months of the year to reflect such seasonal factors. The 44% upward adjustment was determined with reference to the actual business performance in 2025; and

- (v) a reasonable buffer of approximately 5% as a contingency margin to provide sufficient operational flexibility for the Group in the event of an unexpected surge in market demand, fluctuations in unit purchase prices or additional raw material requirements arising from the research and development of new products.

Condition precedent

The 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps are subject to and conditional upon the approval by the Independent Shareholders at the EGM in accordance with the Listing Rules.

In case where the condition precedent cannot be fulfilled on or before 31 December 2026 (or a later date as agreed between the parties thereto), the 2029 Zhiguan Framework Agreement shall be terminated, and, except in relation to any default occurred prior to such termination, none of the parties shall have any rights or remedies against the other thereunder.

Reasons for and benefits of entering into the 2029 Zhiguan Framework Agreement

Guangxi Zhiguan is a well-managed enterprise with fully-established environmental protection facilities, advanced plant and equipment and strong supply capabilities. Its production base situated in Wuzhou is close to the production base of the Group and therefore could supply fresh cattle skin and provide cattle skin processing services to the Group within short time limit. This helps to improve the Group's cattle skin operation management.

The Directors acknowledge that Guangxi Zhiguan has been, and is expected to continue to be, the Group's principal supplier and processing service provider of cattle skin. Such concentration was mainly attributable to the Group's increasing production and sales of S-series and other higher-end collagen sausage casing products since 2025, which require higher-quality Class I cattle skin. As Class II cattle skin is generally of lower quality and less suitable for such products, the Group has gradually reduced the use of Class II cattle skin since 2025 and has substantially ceased using Class II cattle skin in 2026. Guangxi Zhiguan has been able to supply and process Class I cattle skin that meets the Group's requirements in terms of quality, freshness, processing standards and delivery schedule with the lowest price.

The Directors consider that, notwithstanding the high historical and expected proportion of procurement from Guangxi Zhiguan, such concentration does not give rise to undue reliance on Guangxi Zhiguan which would materially affect the Group's ability to carry on its business, based on the following:

- (i) the cattle skin used by the Group is not proprietary or exclusive to Guangxi Zhiguan. Class I cattle skin and processing services are available from other suppliers, although any change of supplier may require a reasonable transition period for supplier qualification, sample testing, quality inspection, price negotiation and logistics arrangement;
- (ii) the Group may procure unprocessed cattle skin suitable for the Group's use from other suppliers, and entrust other processors that meet the Group's food production standards to process it. Subsequently, this processed cattle skin can be used as a raw material of the Group;
- (iii) the 2029 Zhiguan Framework Agreement is non-exclusive and does not impose any minimum procurement obligation on the Group. The Group retains full discretion to procure cattle skin and/or cattle skin processing services from other suppliers if their pricing, quality, delivery schedule and other commercial terms are more favourable or suitable to the Group;
- (iv) based on its prevailing production and sales levels, the Group maintains inventory of cattle skin raw materials sufficient for at least two months of production and work-in-progress and finished collagen casing products sufficient for at least six months of sales, which is expected to provide the Group with a reasonable buffer period to arrange alternative procurement in the event of any material disruption in supply from Guangxi Zhiguan;
- (v) the Group has established internal control procedures to compare the prices and terms offered by Guangxi Zhiguan with quotations from independent suppliers, taking into account product quality, delivery time, transportation costs and other relevant commercial factors, to ensure that the terms offered by Guangxi Zhiguan are no less favourable to the Group than those available from Independent Third Parties and to facilitate the identification and assessment of alternative suppliers; and
- (vi) the Directors are not aware of any material adverse change in the business relationship between the Group and Guangxi Zhiguan or any fact or circumstance indicating that Guangxi Zhiguan will cease or materially reduce its supply of cattle skin or provision of processing services to the Group.

Accordingly, the Directors consider that the Group has adequate measures to manage the supplier concentration risk arising from the transactions contemplated under the 2029 Zhiguan Framework Agreement.

The Directors (excluding the independent non-executive Directors whose views are provided after taking into account the views of the Independent Financial Adviser) consider that entering into the 2029 Zhiguan Framework Agreement will enable the Group to ensure the supply of high quality cattle skin and reduce the capital investment in equipment and the corresponding human resources for processing the cattle skin, which is a major raw material for the production of collagen sausage casings and the Group's other collagen products, and that (i) the terms of the 2029 Zhiguan Framework Agreement and the Transactions contemplated thereunder are in the ordinary and usual course of business of the Group, on normal commercial terms and no less favourable to the Group than those of the Independent Third Parties, and (ii) the terms of the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Internal control measures

To ensure that the Transactions contemplated under the 2029 Zhiguan Framework Agreement will be conducted in accordance with the terms therein, on normal commercial terms or better terms, and in accordance with the pricing policy of the Company, the Group has adopted the following internal control measures to monitor the Transactions contemplated thereunder:

The purchase department of the Company will be responsible for identifying suitable suppliers of cattle skin and cattle skin processing services. During the selection process, at least two quotations from two independent suppliers will be sought for comparison and only the quotation with the most favourable terms will be selected. The purchase department manager will be responsible for seeking quotation from at least two independent suppliers of cattle skin and cattle skin processing services. In seeking and comparing such quotations, the purchase department manager will take into account the price and transportation costs, delivery time and quality of cattle skin as a whole. The purchase department manager will submit all quotations obtained to the vice-president of the Group who oversees the purchase department for his approval in order to ensure only the quotation with the most favourable terms is selected. In addition, all individual contracts for the sale and purchase of cattle skin and provision of cattle skin processing services will be notified to the finance department of the Group, which keeps record of connected party transactions and oversees and controls such transactions. The management of the Company will ensure that the Transactions under the 2029 Zhiguan Framework Agreement will be conducted in accordance with the terms therein. The independent non-executive Directors and the auditors of the Company will review and confirm the continuing connected transactions contemplated under the 2029 Zhiguan Framework Agreement in accordance with the Listing Rules on an annual basis.

INFORMATION ON THE PARTIES

The Company and the Group

The Company is incorporated in the Cayman Islands with limited liability and its Shares are listed on the Main Board of the Stock Exchange. The Group is principally engaged in the manufacture and sale of edible collagen sausage casing products, collagen food products, collagen skin care products and polymer collagen medical biomaterials.

Exceltech Food, Exceltech Global and Exceltech International

Exceltech Food is a limited liability company incorporated in Malaysia and principally engaged in trading. Exceltech Food is owned as to 80% by Dato' Sri Low.

Exceltech Global is a company incorporated in Hong Kong and principally engaged in trading. It is wholly owned by Dato' Sri Low.

Exceltech International is a limited liability company incorporated in Malaysia and principally engaged in trading. It is owned as to 85% by Dato' Sri Low.

Dato' Sri Low is a non-executive Director, therefore each of Exceltech Food, Exceltech Global and Exceltech International is an associate of Dato' Sri Low and a connected person of the Company under Chapter 14A of the Listing Rules.

Wuzhou Junye

Wuzhou Junye is a company established in the PRC with limited liability and principally engaged in printing, production and sale of paper-made products in the PRC. It is owned as to approximately 98.83% by Mr. Sha and approximately 1.17% by Mr. Sha Junqi. Mr. Sha is the spouse of Ms. Zhou, and Mr. Sha Junqi is an executive Director and the son of Mr. Sha and Ms. Zhou. Ms. Zhou is the chairman of the Board, an executive Director and a controlling Shareholder. Therefore, Wuzhou Junye is an associate of Ms. Zhou and a connected person of the Company under Chapter 14A of the Listing Rules.

Wuzhou Zhongbo

Wuzhou Zhongbo is a company established in the PRC with limited liability and principally engaged in printing, production and sale of paper-made products in the PRC. It is owned as to approximately 98.33% by Mr. Sha and approximately 1.67% by Mr. Sha Junqi. Mr. Sha is the spouse of Ms. Zhou, and Mr. Sha Junqi is an executive Director and the son of Mr. Sha and Ms. Zhou. Therefore, Wuzhou Zhongbo is an associate of Ms. Zhou and a connected person of the Company under Chapter 14A of the Listing Rules.

Guangxi Zhiguan

Guangxi Zhiguan is a company established in the PRC with limited liability and principally engaged in processing and sale of cattle skin as raw materials, sale and purchase of and import and export of cattle skin business. Guangxi Zhiguan is owned as to 51% by Ms. Zhou, therefore Guangxi Zhiguan is an associate of Ms. Zhou and a connected person of the Company under Chapter 14A of the Listing Rules. Set out below is a summary of the equity interest holding structure of Guangxi Zhiguan as at the date of this announcement:

Name of the Equity Interest Holders	Equity interest in Guangxi Zhiguan
Ms. Zhou	51%
Mr. Rong Zhibiao (容志彪)	35%
Mr. Wen Jinpei (溫錦培), a consultant of the Group	1%
Ms. Cai Yueqing (蔡月卿), a former executive Director ^(Note 1)	1%
Mr. Ru Xiquan (茹希全), a former executive Director ^(Note 2)	1%
Mr. Mo Yunxi (莫運喜), an executive Director	1%
Mr. Shi Guicheng (施貴成), a former executive Director ^(Note 3)	1%
Mr. Zhou Junli (周峻立), the nephew of Ms. Zhou	2%
Ms. Zhou Yuchan (周玉嬋), the sister of Ms. Zhou	2%
Mr. Luo Jiaming (羅嘉鳴)	1%
Mr. Liang Xuancheng (梁軒誠)	1%
Ms. Lu Xin (陸欣)	1%
Ms. Tan Qixia (譚綺霞)	1%
Ms. Sha Lifei (沙麗飛), the sister of Mr. Sha	1%
Total:	100%

Notes:

1. Ms. Cai Yueqing retired as an executive Director on 1 June 2014.
2. Mr. Ru Xiquan retired as an executive Director on 6 June 2025.
3. Mr. Shi Guicheng retired as an executive Director on 31 May 2023.

As at the date of this announcement, Ms. Zhou was interested in 1,670,017,510 Shares (representing approximately 51.70% of the total number of issued Shares) and Mr. Mo Yunxi was interested in 800,000 Shares (representing approximately 0.02% of the total number of issued Shares).

To the best of the knowledge, belief and information of the Directors, and having made reasonable enquiries, each of Mr. Rong Zhibiao, Mr. Wen Jinpei, Ms. Cai Yueqing, Mr. Ru Xiquan, Mr. Shi Guicheng, Mr. Luo Jiaming, Mr. Liang Xuancheng, Ms. Lu Xin and Ms. Tan Qixia is an Independent Third Party.

LISTING RULES IMPLICATIONS

Each of Exceltech Food, Exceltech Global and Exceltech International is an associate of Dato' Sri Low, who is a non-executive Director and a substantial Shareholder. Each of Wuzhou Junye, Wuzhou Zhongbo and Guangxi Zhiguan is an associate of Ms. Zhou, who is an executive Director and a controlling Shareholder. Therefore, each of Exceltech Food, Exceltech Global, Exceltech International, Wuzhou Junye, Wuzhou Zhongbo and Guangxi Zhiguan is a connected person of the Company under the Listing Rules. Thus, the Transactions contemplated under each of the 2029 Exceltech Sale and Purchase Agreement, the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement and the 2029 Zhiguan Framework Agreement constitutes continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios (other than the profits ratio) in respect of the corresponding Proposed Annual Caps for the 2029 Exceltech Sale and Purchase Agreement are, on an annual basis, less than 5%, the Transactions contemplated thereunder are subject to the reporting, announcement and annual review requirements but are exempted from the Independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

As the applicable percentage ratios (other than the profits ratio) in respect of the aggregation of the corresponding Proposed Annual Caps for each of the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement are, on an annual basis, more than 5%, the Transactions contemplated thereunder are subject to the reporting, announcement, annual review and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As the applicable percentage ratios (other than the profits ratio) in respect of the corresponding Proposed Annual Caps for the 2029 Zhiguan Framework Agreement are, on an annual basis, more than 5%, the Transactions contemplated thereunder are subject to the reporting, announcement, annual review and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

GENERAL

The EGM will be convened for the Independent Shareholders to consider, and if thought fit, approve (i) the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps and (ii) the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps. Ms. Zhou, Mr. Sha Junqi and any of their respective associates will abstain from voting in relation to the resolutions approving the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps at the EGM. All Equity Interest Holders and any of their respective associates will abstain from voting in relation to the resolutions approving the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps at the EGM. To the best of the Directors' knowledge, information and belief, as at the date of this announcement, no other Shareholder is required to abstain from voting on the relevant resolutions to approve the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement, the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps at the EGM, pursuant to Rule 14A.36 of the Listing Rules.

An Independent Board Committee comprising all independent non-executive Directors has been established to advise the Independent Shareholders in relation to the terms of the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement, the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps. Maxa Capital has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in this respect.

A circular containing, among others, details of (i) the terms of the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement, the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps; (ii) the respective letters of advice from the Independent Board Committee and the Independent Financial Adviser; and (iii) a notice convening the EGM is expected to be despatched to the Shareholders on or before 2 November 2026.

Other than Dato' Sri Low, who is considered to have material interests in the Transactions contemplated under the 2029 Exceltech Sale and Purchase Agreement and had abstained from voting, no Director had a material interest in the 2029 Exceltech Sale and Purchase Agreement and was required to abstain from voting on the relevant Board resolutions.

Other than Ms. Zhou and Mr. Sha Junqi, who were considered to have material interests in the Transactions contemplated under the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement and had abstained from voting, no Director had a material interest in the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement and was required to abstain from voting on the relevant Board resolutions.

Other than Ms. Zhou, Mr. Sha Junqi and Mr. Mo Yunxi, who were considered to have material interests in the Transactions contemplated under the 2029 Zhiguan Framework Agreement and had abstained from voting, no Director had a material interest in the 2029 Zhiguan Framework Agreement and was required to abstain from voting on the relevant Board resolutions.

DEFINITIONS

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

“2026 Exceltech Sale and Purchase Agreement”	the sale and purchase framework agreement dated 18 October 2023 entered into among the Company, Exceltech Food, Exceltech Global and Exceltech International in relation to the supply of the Products by the Group to Exceltech Food, Exceltech Global and Exceltech International for a period of three years commencing from 1 January 2024 to 31 December 2026
“2026 Junye Sale and Purchase Agreement”	the sale and purchase framework agreement dated 18 October 2023 entered into between the Company and Wuzhou Junye, in relation to the purchase of packaging materials by the Group from Wuzhou Junye for a period of three years commencing from 1 January 2024 to 31 December 2026
“2026 Zhiguan Framework Agreement”	the framework agreement dated 18 October 2023 entered into between the Company and Guangxi Zhiguan, in relation to the supply and processing of cattle skin by Guangxi Zhiguan for the Group for a period of three years commencing from 1 January 2024 to 31 December 2026
“2026 Zhongbo Sale and Purchase Agreement”	the sale and purchase framework agreement dated 18 October 2023 entered into between the Company and Wuzhou Zhongbo, in relation to the purchase of packaging materials by the Group from Wuzhou Zhongbo for a period of three years commencing from 1 January 2024 to 31 December 2026

“2029 Exceltech Sale and Purchase Agreement”	the sale and purchase framework agreement dated 9 October 2026 entered into among the Company, Exceltech Food, Exceltech Global and Exceltech International in relation to the supply of the Products by the Group to Exceltech Food, Exceltech Global and Exceltech International for a period of three years commencing from 1 January 2027 to 31 December 2029
“2029 Junye Sale and Purchase Agreement”	the sale and purchase framework agreement dated 9 October 2026 entered into between the Company and Wuzhou Junye, in relation to the purchase of packaging materials by the Group from Wuzhou Junye for a period of three years commencing from 1 January 2027 to 31 December 2029
“2029 Zhiguan Framework Agreement”	the framework agreement dated 9 October 2026 entered into between the Company and Guangxi Zhiguan, in relation to the supply and processing of cattle skin by Guangxi Zhiguan for the Group for a period of three years commencing from 1 January 2027 to 31 December 2029
“2029 Zhongbo Sale and Purchase Agreement”	the sale and purchase framework agreement dated 9 October 2026 entered into between the Company and Wuzhou Zhongbo, in relation to the purchase of packaging materials by the Group from Wuzhou Zhongbo for a period of three years commencing from 1 January 2027 to 31 December 2029
“Agreements”	the 2029 Exceltech Sale and Purchase Agreement, the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement, and the 2029 Zhiguan Framework Agreement
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Company”	Shenguan Holdings (Group) Limited (神冠控股(集團)有限公司), a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 00829)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“controlling shareholder(s)”	has the meaning ascribed to it under the Listing Rules

“Dato’ Sri Low”	Dato’ Sri Low Jee Keong (拿督斯里劉子強先生), a non-executive Director and a substantial Shareholder
“Director(s)”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be held to consider and, if thought fit, approve, among others, (i) the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps, and (ii) the 2029 Zhiguan Framework Agreement, the Transactions contemplated thereunder and the corresponding Proposed Annual Caps
“Equity Interest Holders”	Ms. Zhou, Mr. Rong Zhibiao (容志彪), Mr. Wen Jinpei (溫錦培), Ms. Cai Yueqing (蔡月卿), Mr. Ru Xiquan (茹希全), Mr. Mo Yunxi (莫運喜), Mr. Shi Guicheng (施貴成), Mr. Zhou Junli (周峻立), Ms. Zhou Yuchan (周玉嬋), Mr. Luo Jiaming (羅嘉鳴), Mr. Liang Xuancheng (梁軒誠), Ms. Lu Xin (陸欣), Ms. Tan Qixia (譚綺霞) and Ms. Sha Lifei (沙麗飛) are individuals holding equity interests in Guangxi Zhiguan
“Exceltech Food”	Exceltech Food Trading SDN. BHD., a limited liability company incorporated in Malaysia, which is owned as to 80% by Dato’ Sri Low
“Exceltech Global”	Exceltech Global Investment Pte Limited (優良國際投資有限公司), a company incorporated in Hong Kong and wholly owned by Dato’ Sri Low
“Exceltech International”	Exceltech International Trading SDN. BHD., a limited liability company incorporated in Malaysia, which is owned as to 85% by Dato’ Sri Low
“Group”	the Company and its subsidiaries
“Guangxi Zhiguan”	廣西志冠實業開發有限公司 (Guangxi Zhiguan Industrial Development Co., Limited*), a company established in the PRC with limited liability, which is owned as to 51% by Ms. Zhou

“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	the committee established by the Board, comprising all independent non-executive Directors
“Independent Financial Adviser” or “Maxa Capital”	Maxa Capital Limited, a corporation licensed to carry on type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activity under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Independent Shareholders”	Shareholders who do not have to abstain from voting at the EGM in respect of (i) the 2029 Junye Sale and Purchase Agreement and the 2029 Zhongbo Sale and Purchase Agreement, and (ii) the 2029 Zhiguan Framework Agreement (as the case may be) under the Listing Rules
“Independent Third Party(ies)”	an individual(s) or a company(ies) who or which is/are not connected with (within the meaning of the Listing Rules) any Director, chief executive or substantial shareholder (within the meaning of the Listing Rules) of the Company, its subsidiaries or any of their respective associates
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange
“Mr. Sha”	Mr. Sha Shuming (沙曙明先生), the spouse of Ms. Zhou
“Mr. Sha Junqi”	Mr. Sha Junqi (沙俊奇先生), an executive Director, the son of Mr. Sha and Ms. Zhou
“Ms. Zhou”	Ms. Zhou Yaxian (周亞仙女士), the chairman of the Board, an executive Director and a controlling Shareholder
“percentage ratios”	has the meaning ascribed to it under the Listing Rules
“PRC”	the People’s Republic of China, which for the purpose of this announcement excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan

“Products”	collagen sausage casing products, collagen piece facial mask, food and drink products and organic fertilizers
“Proposed Annual Caps”	the proposed annual caps for the annual amounts receivable or payable by the Group in the relevant financial periods for the respective Transaction(s) under the 2029 Exceltech Sale and Purchase Agreement, the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement, or the 2029 Zhiguan Framework Agreement (as the case may be)
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	the share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	the holder(s) of Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules
“substantial shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Transaction(s)”	the continuing connected transactions contemplated under the 2029 Exceltech Sale and Purchase Agreement, the 2029 Junye Sale and Purchase Agreement, the 2029 Zhongbo Sale and Purchase Agreement, and/or the 2029 Zhiguan Framework Agreement respectively (as the case may be)
“Wuzhou Junye”	廣西梧州駿業商標印刷有限公司 (Guangxi Wuzhou Junye Trademark Printing Material Co., Ltd.*), a company established in the PRC with limited liability, which is owned as to approximately 98.83% by Mr. Sha and approximately 1.17% by Mr. Sha Junqi

“Wuzhou Zhongbo”

梧州市中柏包装有限公司 (Wuzhou Zhongbo Packaging Co., Ltd.*), a company established in the PRC with limited liability, which is owned as to approximately 98.33% by Mr. Sha and approximately 1.67% by Mr. Sha Junqi

* *For identification purposes only*

By Order of the Board
Shenguan Holdings (Group) Limited
Zhou Yaxian
Chairman

Hong Kong, 9 October 2026

As at the date of this announcement, the executive Directors are Ms. Zhou Yaxian, Mr. Sha Junqi, Mr. Mo Yunxi and Mr. Li Chenglin; the non-executive Director is Dato' Sri Low Jee Keong; and the independent non-executive Directors are Mr. Tsui Yung Kwok, Mr. Meng Qinguo and Mr. Zhou Xiaoxiong.