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中國建築國際集團有限公司
CHINA STATE CONSTRUCTION INTERNATIONAL HOLDINGS LIMITED

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 3311)

CONNECTED TRANSACTION FACTORING ARRANGEMENT

FACTORING ARRANGEMENT

The Board hereby announces that on 19 December 2025, CSC International Investments (an indirect wholly-owned subsidiary of the Company) entered into the Factoring Arrangement, pursuant to which, on the same date, CSC International Investments (1) entered into Account Receivable Transfer Contract with Wenzhou Haisheng; and (2) entered into Factoring Contract with CCCF, in respect of transfer of the Account Receivable to CCCF for granting of account receivable factoring service in a principal sum of RMB300 million at a discount rate of 91% to CSC International Investments for a term of not exceeding 24 months from the drawdown date under the Factoring Contract.

IMPLICATIONS UNDER THE LISTING RULES

As at the date of this announcement, CSCECL is the intermediate holding company of the Company. Accordingly, CCCF (an indirect wholly-owned subsidiary of CSCECL) is a connected person of the Company and the Transaction constitutes connected transaction of the Company under Chapter 14A of the Listing Rules.

Reference is made to the connected transactions as stipulated in the announcements of the Company dated 30 May 2025 and 20 August 2025 respectively.

Pursuant to Rule 14A.81 of the Listing Rules, a series of connected transactions will be aggregated and treated as if they were one transaction if they were all entered into or completed within a 12-month period or are otherwise related. The Transaction together with the connected transactions as stipulated in the announcements of the Company dated 30 May 2025 and 20 August 2025 are related and entered into within a 12-month period. Accordingly, these transactions shall be aggregated and treated as if they were one transaction, and the aggregate figures of the Aggregate Transactions shall be used for calculating the applicable percentage ratios.

As all the applicable percentage ratios in respect of the Aggregate Transactions exceed 0.1% but are less than 5%, the Transaction itself or the Aggregate Transactions are subject to the reporting and announcement requirements but are exempted from the Independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

FACTORING ARRANGEMENT

On 19 December 2025, CSC International Investments entered into the Factoring Arrangement, pursuant to which, on the same date, CSC International Investments (1) entered into Account Receivable Transfer Contract with Wenzhou Haisheng; and (2) entered into Factoring Contract with CCCF.

ACCOUNT RECEIVABLE TRANSFER CONTRACT

The principal terms of the Account Receivable Transfer Contract are set out below:

Date

19 December 2025

Parties

- (1) CSC International Investments; and
- (2) Wenzhou Haisheng.

Subject Matter

Pursuant to the Account Receivable Transfer Contract, Wenzhou Haisheng agrees to sell to CSC International Investments and CSC International Investments agrees to acquire from Wenzhou Haisheng the Account Receivable.

Account Receivable to be Acquired

A sum of RMB300 million to be received by Wenzhou Haisheng from the Debtor within a period of 24 months under the house purchase contract for the house procurement project of Plot B-04, Wuqiao unit, Wenzhou core area 《温州市核心片區吳橋單元B-04地塊房屋採購項目房屋採購合同》 (“Basic Transaction Contract”).

Consideration and Payment Terms

The consideration of the Account Receivable to be paid by CSC International Investments to Wenzhou Haisheng under the Account Receivable Transfer Contract is RMB273 million, which is calculated in accordance with the below formula:

Book value of the Account Receivable x discount rate of 91%

Wenzhou Haisheng shall complete the transfer of the Account Receivable to CSC International Investments on the date of execution of the Account Receivable Transfer Contract. CSC International Investments shall pay the consideration of the Account Receivable in one lump sum to Wenzhou Haisheng by bank transfer on the date CSC International Investments received the consideration from CCCF under the Factoring Contract.

Basis of Determination of the Consideration

The consideration of the Account Receivable under the Account Receivable Transfer Contract was determined on arm's length negotiations between CSC International Investments and Wenzhou Haisheng with reference to, among other things, the book value of the Account Receivable, the repayment period of the Account Receivable, the terms of the Factoring Contract and the credit worthiness of the Debtor.

CSC International Investments will settle the consideration of the Account Receivable payable under the Account Receivable Transfer Contract by the funding received from CCCF under the Factoring Contract.

FACTORING CONTRACT

The principal terms of the Factoring Contract are set out below:

Date

19 December 2025

Parties

- (1) CSC International Investments; and
- (2) CCCF.

Subject Matter

Pursuant to the Factoring Contract, CSC International Investments agrees to sell to CCCF and CCCF agrees to acquire from CSC International Investments the Account Receivable (inclusive of all the rights and claims arising from the Account Receivable acquired by CSC International Investments under the Account Receivable Transfer Contract) by granting an account receivable factoring service in a principal sum of RMB300 million at a discount rate of 91% to CSC International Investments for a term of not exceeding 24 months from the drawdown date under the Factoring Contract.

Account Receivable to be Disposed of

The Account Receivable to be disposed of under the Factoring Contract is the same as the Account Receivable to be acquired by CSC International Investments under the Account Receivable Transfer Contract.

Consideration and Payment Terms

The consideration of the Account Receivable to be paid by CCCF to CSC International Investments under the Factoring Contract is RMB273 million.

Subject to the fulfilment of the conditions precedent set out below, CCCF shall pay the consideration of the Account Receivable in one lump sum to CSC International Investments by bank transfer on 23 December 2025.

Repayment: After the Account Receivable has been transferred to CCCF, the Debtor shall continue to pay the monies due under the Account Receivable to Wenzhou Haisheng, which shall then transfer a sum of RMB300 million received to CCCF five business days prior to 23 December 2027.

Redemption: After the Account Receivable has been transferred to CCCF, if CCCF finds any unqualified Account Receivable or lost Account Receivable, it has the right to request CSC International Investments to redeem the unqualified Account Receivable and/or lost Account Receivable and fulfill the corresponding payment obligations. The redemption price shall be the difference between the amount of the Account Receivable and its recovered amount as at the date of the relevant redemption notice.

Repurchase:

CCCF has the right to require CSC International Investments to, and CSC International Investments shall, repurchase part or all of the Account Receivable from CCCF at fair value and fulfill the corresponding payment obligations if any of the following events occurs:

- (a) Due to the failure of CSC International Investments to fully perform its obligations under the Basic Transaction Contract or violation of the principle of good faith or making of false statement causing the Debtor to raise grounds for defense or resulting in commercial dispute or Account Receivable held by CCCF has expired and there are unpaid sums;
- (b) CSC International Investments fails to perform the relevant management responsibilities of the Account Receivable as stipulated in the Factoring Contract; or
- (c) Due to changes in relevant national laws and regulations and regulatory policies, the factoring service under the Factoring Contract needs to be terminated prematurely.

Conditions Precedent

The obligation of CCCF to pay the consideration for the Account Receivable under the Factoring Contract is conditional on the fulfilment of the conditions below or obtaining of a written waiver from CCCF:

- (1) Factoring Contract has come into effect and there has been no breach of the Factoring Contract and the Basic Transaction Contract, and CSC International Investments has cooperated with CCCF to process the Account Receivable in the unified movable property financing registration system of the credit reference centre of the People's Bank of China for the transfer of the Account Receivable;
- (2) CCCF has received from CSC International Investments account receivable assignment list in such form and substance as required under the Factoring Contract;
- (3) CCCF has received from the Debtor confirmation and notification documents in relation to the Account Receivable in such form and substance as required under the Factoring Contract;
- (4) CCCF has received from CSC International Investments copies of the latest and valid articles of association and business license;

- (5) CSC International Investments has obtained all necessary authorization, approval or consent from relevant government agencies and any third party for the transfer of the Account Receivable, and such authorization, approval or consent continues to have full effect;
- (6) On the execution date and the effective date of the Factoring Contract, and the transfer date of the Account Receivable:
 - (a) The execution and performance of the Factoring Contract by CSC International Investments does not violate any legal requirements and any provisions of legally-binding documents;
 - (b) There is no prohibition or restriction on the execution or performance of the Factoring Contract;
 - (c) There are no administrative actions or administrative decisions that inflict substantial damage on the Factoring Contract or substantially increase the cost of CCCF's performance of the Factoring Contract; and
 - (d) There are no known threats to CSC International Investments that prohibits the execution and performance of the Factoring Contract by third parties, litigation, arbitration, or any other administrative or judicial procedures;
- (7) CSC International Investments has submitted, in accordance with CCCF's request, the shareholder's resolution approving the signing and performance of the Factoring Contract, and financial statements and other relevant documents;
- (8) The representations and warranties given by CSC International Investments under the Factoring Contract are true, accurate and complete, and there is no breach of any representation, warranty, promise, condition or obligation under the Factoring Contract, and CSC International Investments has not refused to perform any terms to be fulfilled and observed thereunder;
- (9) On the execution date of the Factoring Contract and the transfer date of the Account Receivable, there has not been any amendment or promulgation of laws, changes in national macro-control policies, new regulatory requirements proposed by regulatory authorities, or other reasons which prevents CCCF from paying the consideration to CSC International Investments or performing the Factoring Contract; and
- (10) CSC International Investments has paid all fees relating to the Factoring Contract (if any).

Basis of Determination of the Consideration

The consideration of the Account Receivable payable under the Factoring Contract was determined on arm's length negotiations between CSC International Investments and CCCF with reference to, among other things, the book value of the Account Receivable, the repayment period of the Account Receivable, the terms of the Factoring Contract and the credit worthiness of the Debtor.

REASONS FOR AND BENEFITS OF THE FACTORING ARRANGEMENT

The entering into of the Factoring Arrangement is beneficial to the Group as it provides the Group with immediate funding for working capital and business development. It also allows the Group to meet liquidity development needs and diversify the funding sources of the Group, and therefore optimise the assets structure, increase capital efficiency and enhance operational capabilities for the Group.

In view of the above, the Directors (including the independent non-executive Directors) consider that although the entering into of the Factoring Arrangement is not in the ordinary and usual course of business of the Group, the Transaction is on normal commercial terms and fair and reasonable and in the interest of the Company and its shareholders as a whole.

None of the Directors has any material interest in the Transaction and no Director is required to abstain from voting on the board resolution(s) approving the Transaction. However, Mr. Zhang Haipeng, being the chairman and executive director of the Company and a director and president of COHL, and Mr. Yan Jianguo, being non-executive director of the Company and the chairman of COHL, have voluntarily abstained from voting on the board resolution(s) of the Company approving the Transaction.

INFORMATION OF THE PARTIES

The Group is principally engaged in construction business, infrastructure investments and prefabricated constructions.

CSC International Investments is an indirect wholly-owned subsidiary of the Company incorporated in the PRC, and is principally engaged in investment and construction, operation management, industry introduction and prefabricated constructions.

Wenzhou Haisheng is an indirect wholly-owned subsidiary of the Company incorporated in the PRC, and is principally engaged in real estate development and operation, and property management.

CCCF is an indirect wholly-owned subsidiary of CSCECL incorporated in the PRC with limited liability and its principal businesses are factoring business, guarantee business, corporate management consulting, commercial factoring-related consulting services, supply chain management and related supporting services, online business activities, and domestic trade.

CSCECL is the intermediate holding company of the Company and is a contractor which is principally engaged in construction works in various cities in the PRC and various countries around the world.

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

IMPLICATIONS UNDER THE LISTING RULES

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Reference is made to the connected transactions as stipulated in the announcements of the Company dated 30 May 2025 and 20 August 2025 respectively.

Pursuant to Rule 14A.81 of the Listing Rules, a series of connected transactions will be aggregated and treated as if they were one transaction if they were all entered into or completed within a 12-month period or are otherwise related. The Transaction together with the connected transactions as stipulated in the announcements of the Company dated 30 May 2025 and 20 August 2025 are related and entered into within a 12-month period. Accordingly, these transactions shall be aggregated and treated as if they were one transaction, and the aggregate figures of the Aggregate Transactions shall be used for calculating the applicable percentage ratios.

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DEFINITIONS

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

“Account Receivable”	the account receivable of Wenzhou Haisheng to be acquired by CSC International Investments under the Account Receivable Transfer Contract for onward disposal to CCCF under the Factoring Contract, and has the meaning ascribed to it under subsection headed “Account Receivable to be Acquired” of the section headed “Account Receivable Transfer Contract” in this announcement;
“Account Receivable Transfer Contract”	the contract entered into between CSC International Investments and Wenzhou Haisheng on 19 December 2025 for acquiring the Account Receivable by CSC International Investments from Wenzhou Haisheng;
“Aggregate Transactions”	the Transaction together with the connected transactions as stipulated in the announcements of the Company dated 30 May 2025 and 20 August 2025 respectively;
“Basic Transaction Contract”	has the meaning ascribed to it under subsection headed “Account Receivable to be Acquired” of the section headed “Account Receivable Transfer Contract” in this announcement;

“Board”	the board of Directors;
“connected person(s)”, “connected transaction(s)”, “controlling shareholder”, “holding company”, “percentage ratio(s)” and “subsidiary(ies)”	each has the meaning ascribed to it in the Listing Rules;
“Company”	China State Construction International Holdings Limited (中國建築國際集團有限公司), a company incorporated in the Cayman Islands with limited liability and whose shares are listed on the Main Board of the Stock Exchange (stock code: 3311);
“CCCF”	中建商業保理有限公司(China Construction Commercial Factoring Company Limited*), a company incorporated in the PRC with limited liability and an indirect wholly-owned subsidiary of CSCECL;
“COHL”	China Overseas Holdings Limited (中國海外集團有限公司), a company incorporated in Hong Kong with limited liability, being the controlling shareholder of the Company and a wholly-owned subsidiary of CSCECL;
“CSCEC”	中國建築集團有限公司 (China State Construction Engineering Corporation*), a limited liability corporation organised and existing under the laws of the PRC and the ultimate holding company of each of CSCECL, COHL and the Company;
“CSCECL”	中國建築股份有限公司 (China State Construction Engineering Corporation Limited), a joint stock limited company established in the PRC whose shares are listed on the Shanghai Stock Exchange (stock code: 601668) and a non-wholly owned subsidiary of CSCEC and holding company of COHL;
“CSC International Investments”	中建國際投資集團有限公司 (China State Construction International Investments Limited*), a company incorporated in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company;
“Debtor”	溫州市鹿城區國有控股集團有限公司(Wenzhou Lucheng District State-owned Holding Group Co., Ltd.*), the original debtor to pay the Account Receivable to Wenzhou Haisheng under the Basic Transaction Contract;
“Director(s)”	the director(s) of the Company;

“Factoring Arrangement”	the factoring arrangement implemented by CSC International Investments by its entering into of the Account Receivable Transfer Contract and the Factoring Contract and its execution and delivery of other relevant documents;
“Factoring Contract”	the contract executed by CSC International Investments and CCCF on 19 December 2025 for the disposal of the Account Receivable from CSC International Investments to CCCF and the granting of account receivable factoring service by CCCF to CSC International Investments;
“Group”	the Company and its subsidiaries (excluding subsidiary(ies) listed on any stock exchange) from time to time;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Independent Shareholders”	shareholders of the Company, other than COHL and its associates;
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange;
“lost Account Receivable”	any Account Receivable falls into any of the following situations during the existence of the Factoring Contract: (a) any failure of CSC International Investments/Wenzhou Haisheng (as the case may be) to perform the Basic Transaction Contract which causes the Debtor to refuse to pay any Account Receivable; or (b) any corresponding Account Receivable does not exist due to accounting error;
“PRC”	People’s Republic of China, which for the purpose of this announcement excludes Hong Kong, Macau 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;
“Transaction”	CSC International Investments’ entering into the Account Receivable Transfer Contract and the Factoring Contract and the transaction contemplated thereunder;
“unqualified Account Receivable”	any Account Receivable which fails to meet the eligibility criteria for account receivable under the Factoring Contract, or any Account Receivable for which any of the representations and warranties made by CSC International Investments is untrue, incomplete or inaccurate, on the execution date and the effective date of the Factoring Contract, and the transfer date of the Account Receivable;

“Wenzhou Haisheng”

温州海勝置業有限公司(Wenzhou Haisheng Real Estate Co., Ltd.*), a company incorporated in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company; and

“%”

per cent.

** The English names of the PRC entities referred to in this announcement are translations from their Chinese names and are for identification purpose only. If there is any inconsistency, the Chinese name shall prevail.*

By Order of the Board
**China State Construction
International Holdings Limited**
Zhang Haipeng
Chairman and Executive Director

Hong Kong, 19 December 2025

As at the date of this announcement, the Board comprises Mr. Zhang Haipeng as Chairman and Executive Director; Mr. Yan Jianguo and Mr. Ye Nan as Non-executive Directors; Mr. Wang Xiaoguang (Chief Executive Officer) and Mr. Hung Cheung Shew as Executive Directors; and Ms. Wong Wai Ching, Mr. Chan Tze Ching Ignatius and Mr. Chan Fan as Independent Non-executive Directors.