CHANHIGH HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2017)

(1) CONNECTED TRANSACTIONS AND MAJOR TRANSACTIONS AND ADVANCES TO AN ENTITY UNDER THE YINZHOU FINANCIAL GUARANTEE AGREEMENTS; (2) NON-COMPLIANCE WITH LISTING RULES; AND (3) CONTINUING CONNECTED TRANSACTIONS AND MAJOR TRANSACTIONS AND ADVANCES TO AN ENTITY UNDER THE MASTER CROSS-GUARANTEE AGREEMENT

Independent Financial Adviser to the Independent Board Committee and Shareholders

THE YINZHOU FINANCIAL GUARANTEE AGREEMENTS

Between March 2025 and December 2025, Chanhigh Construction, a subsidiary of the Company, had entered into various Yinzhou Financial Guarantee Agreements to provide Yinzhou Financial Pledges to banks in respect of banking facilities granted by such banks to Yinzhou Tianbin with an aggregate pledged amount of RMB320,430,000.

NON-COMPLIANCE WITH LISTING RULES

The Yinzhou Financial Guarantee Agreements and the transactions thereunder were subject to the applicable reporting, announcement, circular, Shareholders' approval and annual review requirements under Chapters 13, 14 and 14A of the Listing Rules. The Company subsequently identified that the applicable requirements had not been complied with. Upon becoming aware of the non-compliance of Listing Rules, the Company took steps to rectify the matter and is publishing this announcement to disclose the relevant details in accordance with the applicable requirements of the Listing Rules.

THE MASTER CROSS-GUARANTEE AGREEMENT

On 16 September 2026 (after trading hours), the Company entered into the Master Cross-Guarantee Agreement with CHHG, and the transactions contemplated thereunder constitute advances to an entity, major transactions and continuing connected transactions of the Company.

LISTING RULES IMPLICATIONS

Yinzhou Financial Guarantee Agreements

As at the date of this announcement, the Peng Family, which is deemed to be interested in approximately 73.24% of the total number of issued Shares, is the Controlling Shareholder of the Company. CHHG is wholly-owned by the Peng Family, and Yinzhou Tianbin is owned as to 90.18% by CHHG and 9.82% by Ms. Wang Sufen. Each of CHHG and Yinzhou Tianbin is therefore a connected person of the Company. Accordingly, the transactions under each of the Yinzhou Financial Guarantee Agreements constitute connected transactions of the Company.

As the Yinzhou Financial Guarantee Agreements were entered into by Chanhigh Construction with the same parties (namely Yinzhou Tianbin and CHHG) within a 12-month period, pursuant to Rules 14.22 and 14A.81 of the Listing Rules, each of the Yinzhou Financial Guarantee Agreements shall be aggregated as a series of transactions.

As one or more of the applicable percentage ratios (other than the profits ratio) in relation to the Yinzhou Financial Guarantee Agreements calculated on an aggregated basis exceed 5%, the connected transactions thereunder are subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in relation to the Yinzhou Financial Guarantee Agreements calculated on an aggregated basis exceed 25%, the transactions thereunder constitute major transactions of the Company and are subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Further, as the assets ratio in relation to the Yinzhou Financial Guarantee Agreements calculated on an aggregated basis exceeds 8%, the transactions thereunder also constitute advances to an entity and are subject to the relevant disclosure requirements under Chapter 13 of the Listing Rules.

Master Cross-Guarantee Agreement

As one or more of the applicable percentage ratios (other than the profits ratio) with reference to the proposed annual caps of the Group Guarantee Services under the Master Cross-Guarantee Agreement exceed 5%, the continuing connected transactions contemplated thereunder are subject to the reporting, announcement, circular, Shareholders' approval and annual review requirements under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in relation to the Group Guarantee Services under the Master Cross-Guarantee Agreement exceed 25%, the aforementioned transactions constitute major transactions of the Company and are subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Further, as the assets ratio with reference to the proposed annual caps of the Group Guarantee Services under the Master Cross-Guarantee Agreement exceeds 8%, the aforementioned transactions also constitute advances to an entity and are subject to the relevant disclosure requirements under Chapter 13 of the Listing Rules.

Given that the Board considers the relevant terms of the CHHG Guarantee Services under the Master Cross-Guarantee Agreement are on normal commercial terms or better and the provision of such guarantees or indemnity is not secured by the assets of any member of the Group, the transactions contemplated under the CHHG Guarantee Services under the Master Cross-Guarantee Agreement are fully exempted from the reporting, announcement, circular, Independent Shareholders' approval, annual review and all other disclosure requirements pursuant to Rule 14A.90 of the Listing Rules.

THE YINZHOU FINANCIAL GUARANTEE AGREEMENTS

Between March 2025 and December 2025, Chanhigh Construction, a subsidiary of the Company, had entered into various Yinzhou Financial Guarantee Agreements to provide Yinzhou Financial Pledges to banks in respect of banking facilities granted by such banks to Yinzhou Tianbin with an aggregate pledged amount of RMB320,430,000. No fee or interest is payable by Yinzhou Tianbin to Chanhigh Construction in respect of the Yinzhou Financial Guarantee Agreements.

The principal terms of the Yinzhou Financial Guarantee Agreements are set out below:

Yinzhou Financial Guarantee Agreement 1

Date:	26 March 2025
Parties:	(i) Chanhigh Construction (as pledgor); (ii) Yinzhou Tianbin (as debtor); and (iii) CHHG (as guarantor).
Duration:	26 March 2025 to 26 March 2028
Principal amount of pledged deposit:	RMB36,000,000
Facility bank:	Industrial and Commercial Bank of China, Ningbo Branch
Major terms:	Chanhigh Construction shall pledge its time deposits and security deposits held with the relevant facility bank as security for the credit facilities (including the principal, interest, penalty interest, penalty and enforcement costs) granted by such bank to Yinzhou Tianbin. Chanhigh Construction's maximum liability shall be limited to the aggregate of the principal amount of the pledged deposits and the interest accrued thereon. In the event that Yinzhou Tianbin's default results in the relevant facility bank applying Chanhigh Construction's pledged funds towards repayment, all liabilities shall be borne by Yinzhou Tianbin.

CHHG shall provide an irrevocable guarantee in favour of Chanhigh Construction in respect of all of Yinzhou Tianbin's obligations and compensation liabilities hereunder, such that, in the event that Yinzhou Tianbin's default causes Chanhigh Construction's pledged deposits to face the risk of enforcement, Chanhigh Construction shall be entitled to require CHHG to bear the entire liability (including but not limited to CHHG repaying the outstanding loan on behalf of Yinzhou Tianbin), without the need first to seek recovery from Yinzhou Tianbin. The guarantee period is three years from the date on which Chanhigh Construction pledges the relevant deposits as security.

Deposit Pledge Contract 1:	In connection with Yinzhou Financial Guarantee Agreement 1, Chanhigh Construction (as pledgor) and Industrial and Commercial Bank of China, Ningbo Branch (as pledgee) entered into the Deposit Pledge Contract 1 on 26 March 2025, pursuant to which Chanhigh Construction agreed to provide a pledge over its time deposit in the amount of RMB36,000,000 bearing interest at 1.9% per annum with a deposit period from 26 March 2025 to 26 March 2028 held with the pledgee, to secure the credit facilities (including but not limited to the principal, interest, penalty interest, penalty and enforcement costs) granted by the pledgee to Yinzhou Tianbin (as debtor) up to a maximum secured amount of RMB36,000,000 for the period from 26 March 2025 to 26 March 2028.

Yinzhou Financial Guarantee Agreement 2

Date:	22 July 2025
Parties:	(i) Chanhigh Construction (as security provider); (ii) Yinzhou Tianbin (as debtor); and (iii) CHHG (as guarantor).
Duration:	22 July 2025 to 22 July 2027
Principal amount of pledged deposit:	RMB31,500,000
Facility bank:	Evergrowing Bank Co., Limited, Ningbo Branch

Major terms:	Chanhigh Construction shall pledge its time deposits and security deposits held with the relevant facility bank as security for the credit facilities (including the principal, interest, penalty interest, penalty and enforcement costs) granted by such bank to Yinzhou Tianbin. Chanhigh Construction's maximum liability shall be limited to the aggregate of the principal amount of the pledged deposits and the interest accrued thereon. In the event that Yinzhou Tianbin's default results in the relevant facility bank applying Chanhigh Construction's pledged funds towards repayment, all liabilities shall be borne by Yinzhou Tianbin. CHHG shall provide an irrevocable guarantee in favour of Chanhigh Construction in respect of all of Yinzhou Tianbin's obligations and compensation liabilities hereunder, such that, in the event that Yinzhou Tianbin's default causes Chanhigh Construction's pledged deposits to face the risk of enforcement, Chanhigh Construction shall be entitled to require CHHG to bear the entire liability (including but not limited to CHHG repaying the outstanding loan on behalf of Yinzhou Tianbin), without the need first to seek recovery from Yinzhou Tianbin. The guarantee period is three years from the date on which Chanhigh Construction pledges the relevant deposits as security.
Deposit Pledge Contract 2:	In connection with Yinzhou Financial Guarantee Agreement 2, Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee) entered into two certificate of deposit pledge contracts dated 22 July 2025 and 24 July 2026 respectively (together, the Deposit Pledge Contract 2), pursuant to which Chanhigh Construction agreed to pledge, in favour of the pledgee, (i) a time deposit of RMB31,500,000 bearing interest at 1.4% per annum with a deposit period from 22 July 2025 to 22 July 2026 (under the first certificate of deposit pledge contract) and (ii) a time deposit of RMB31,500,000 bearing interest at 1.35% per annum with a deposit period from 23 July 2026 to 23 July 2027 (under the second certificate of deposit pledge contract), to secure the credit facilities (including but not limited to the principal, interest, penalty interest, penalty and enforcement costs) in the principal amount of RMB31,500,000 granted by the pledgee to Yinzhou Tianbin (as debtor).

Yinzhou Financial Guarantee Agreement 3

Date:	25 July 2025
Parties:	(i) Chanhigh Construction (as security provider); (ii) Yinzhou Tianbin (as debtor); and (iii) CHHG (as guarantor).
Duration:	25 July 2025 to 25 July 2026
Principal amount of pledged deposit:	RMB30,000,000
Facility bank:	Evergrowing Bank Co., Limited, Ningbo Branch
Major terms:	Chanhigh Construction shall pledge its time deposits and security deposits held with the relevant facility bank as security for the credit facilities (including the principal, interest, penalty interest, penalty and enforcement costs) granted by such bank to Yinzhou Tianbin. Chanhigh Construction's maximum liability shall be limited to the aggregate of the principal amount of the pledged deposits and the interest accrued thereon. In the event that Yinzhou Tianbin's default results in the relevant facility bank applying Chanhigh Construction's pledged funds towards repayment, all liabilities shall be borne by Yinzhou Tianbin. CHHG shall provide an irrevocable guarantee in favour of Chanhigh Construction in respect of all of Yinzhou Tianbin's obligations and compensation liabilities hereunder, such that, in the event that Yinzhou Tianbin's default causes Chanhigh Construction's pledged deposits to face the risk of enforcement, Chanhigh Construction shall be entitled to require CHHG to bear the entire liability (including but not limited to CHHG repaying the outstanding loan on behalf of Yinzhou Tianbin), without the need first to seek recovery from Yinzhou Tianbin. The guarantee period is three years from the date on which Chanhigh Construction pledges the relevant deposits as security.

Deposit Pledge Contract 3:	In connection with Yinzhou Financial Guarantee Agreement 3, Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee) entered into the Deposit Pledge Contract 3 on 25 July 2025, pursuant to which Chanhigh Construction agreed to pledge, in favour of the pledgee, a time deposit of RMB30,000,000 bearing interest at 1.4% per annum with a deposit period from 25 July 2025 to 25 July 2026, to secure the credit facilities (including but not limited to the principal, interest, penalty interest, penalty and enforcement costs) in the principal amount of RMB30,000,000 granted by the pledgee to Yinzhou Tianbin (as debtor).

Yinzhou Financial Guarantee Agreement 4

Date:	13 November 2025
Parties:	(i) Chanhigh Construction (as security provider); (ii) Yinzhou Tianbin (as debtor); and (iii) CHHG (as guarantor).
Duration:	13 November 2025 to 13 November 2026
Principal amount of pledged deposit:	RMB30,300,000
Facility bank:	Evergrowing Bank Co., Limited, Ningbo Branch
Major terms:	Chanhigh Construction shall pledge its time deposits and security deposits held with the relevant facility bank as security for the credit facilities (including the principal, interest, penalty interest, penalty and enforcement costs) granted by such bank to Yinzhou Tianbin. Chanhigh Construction's maximum liability shall be limited to the aggregate of the principal amount of the pledged deposits and the interest accrued thereon. In the event that Yinzhou Tianbin's default results in the relevant facility bank applying Chanhigh Construction's pledged funds towards repayment, all liabilities shall be borne by Yinzhou Tianbin.

	CHHG shall provide an irrevocable guarantee in favour of Chanhigh Construction in respect of all of Yinzhou Tianbin's obligations and compensation liabilities hereunder, such that, in the event that Yinzhou Tianbin's default causes Chanhigh Construction's pledged deposits to face the risk of enforcement, Chanhigh Construction shall be entitled to require CHHG to bear the entire liability (including but not limited to CHHG repaying the outstanding loan on behalf of Yinzhou Tianbin), without the need first to seek recovery from Yinzhou Tianbin. The guarantee period is three years from the date on which Chanhigh Construction pledges the relevant deposits as security.
Deposit Pledge Contract 4:	In connection with Yinzhou Financial Guarantee Agreement 4, Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee) entered into the Deposit Pledge Contract 4 on 13 November 2025, pursuant to which Chanhigh Construction agreed to pledge, in favour of the pledgee, a time deposit of RMB30,300,000 bearing interest at 1.4% per annum with a deposit period from 13 November 2025 to 13 November 2026, to secure the credit facilities (including but not limited to the principal, interest, penalty interest, penalty and enforcement costs) in the principal amount of RMB30,300,000 granted by the pledgee to Yinzhou Tianbin (as debtor).

Yinzhou Financial Guarantee Agreement 5

Date:	19 November 2025
Parties:	(i) Chanhigh Construction (as security provider); (ii) Yinzhou Tianbin (as debtor); and (iii) CHHG (as guarantor).
Duration:	19 November 2025 to 19 November 2026
Principal amount of pledged deposit:	RMB30,010,000
Facility bank:	Evergrowing Bank Co., Limited, Ningbo Branch

Major terms:	Chanhigh Construction shall pledge its time deposits and security deposits held with the relevant facility bank as security for the credit facilities (including the principal, interest, penalty interest, penalty and enforcement costs) granted by such bank to Yinzhou Tianbin. Chanhigh Construction's maximum liability shall be limited to the aggregate of the principal amount of the pledged deposits and the interest accrued thereon. In the event that Yinzhou Tianbin's default results in the relevant facility bank applying Chanhigh Construction's pledged funds towards repayment, all liabilities shall be borne by Yinzhou Tianbin. CHHG shall provide an irrevocable guarantee in favour of Chanhigh Construction in respect of all of Yinzhou Tianbin's obligations and compensation liabilities hereunder, such that, in the event that Yinzhou Tianbin's default causes Chanhigh Construction's pledged deposits to face the risk of enforcement, Chanhigh Construction shall be entitled to require CHHG to bear the entire liability (including but not limited to CHHG repaying the outstanding loan on behalf of Yinzhou Tianbin), without the need first to seek recovery from Yinzhou Tianbin. The guarantee period is three years from the date on which Chanhigh Construction pledges the relevant deposits as security.
Deposit Pledge Contract 5:	In connection with Yinzhou Financial Guarantee Agreement 5, Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee) entered into the Deposit Pledge Contract 5 on 19 November 2025, pursuant to which Chanhigh Construction agreed to pledge, in favour of the pledgee, a time deposit of RMB30,010,000 bearing interest at 1.4% per annum with a deposit period from 19 November 2025 to 19 November 2026, to secure the credit facilities (including but not limited to the principal, interest, penalty interest, penalty and enforcement costs) in the principal amount of RMB30,010,000 granted by the pledgee to Yinzhou Tianbin (as debtor).

YINZHOU FINANCIAL GUARANTEE AGREEMENT 6

Date:	24 November 2025
Parties:	(i) Chanhigh Construction (as security provider); (ii) Yinzhou Tianbin (as debtor); and (iii) CHHG (as guarantor).
Duration:	24 November 2025 to 24 November 2026
Principal amount of pledged deposit:	RMB24,370,000
Facility bank:	Evergrowing Bank Co., Limited, Ningbo Branch
Major terms:	Chanhigh Construction shall pledge its time deposits and security deposits held with the relevant facility bank as security for the credit facilities (including the principal, interest, penalty interest, penalty and enforcement costs) granted by such bank to Yinzhou Tianbin. Chanhigh Construction's maximum liability shall be limited to the aggregate of the principal amount of the pledged deposits and the interest accrued thereon. In the event that Yinzhou Tianbin's default results in the relevant facility bank applying Chanhigh Construction's pledged funds towards repayment, all liabilities shall be borne by Yinzhou Tianbin. CHHG shall provide an irrevocable guarantee in favour of Chanhigh Construction in respect of all of Yinzhou Tianbin's obligations and compensation liabilities hereunder, such that, in the event that Yinzhou Tianbin's default causes Chanhigh Construction's pledged deposits to face the risk of enforcement, Chanhigh Construction shall be entitled to require CHHG to bear the entire liability (including but not limited to CHHG repaying the outstanding loan on behalf of Yinzhou Tianbin), without the need first to seek recovery from Yinzhou Tianbin. The guarantee period is three years from the date on which Chanhigh Construction pledges the relevant deposits as security.

Deposit Pledge Contract 6:	In connection with Yinzhou Financial Guarantee Agreement 6, Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee) entered into the Deposit Pledge Contract 6 on 24 November 2025, pursuant to which Chanhigh Construction agreed to pledge, in favour of the pledgee, a time deposit of RMB24,370,000 bearing interest at 1.4% per annum with a deposit period from 24 November 2025 to 24 November 2026, to secure the credit facilities (including but not limited to the principal, interest, penalty interest, penalty and enforcement costs) in the principal amount of RMB24,370,000 granted by the pledgee to Yinzhou Tianbin (as debtor).

Yinzhou Financial Guarantee Agreement 7

Date:	8 December 2025
Parties:	(i) Chanhigh Construction (as security provider); (ii) Yinzhou Tianbin (as debtor); and (iii) CHHG (as guarantor).
Duration:	8 December 2025 to 8 December 2026
Principal amount of pledged deposit:	RMB38,250,000
Facility bank:	Evergrowing Bank Co., Limited, Ningbo Branch
Major terms:	Chanhigh Construction shall pledge its time deposits and security deposits held with the relevant facility bank as security for the credit facilities (including the principal, interest, penalty interest, penalty and enforcement costs) granted by such bank to Yinzhou Tianbin. Chanhigh Construction's maximum liability shall be limited to the aggregate of the principal amount of the pledged deposits and the interest accrued thereon. In the event that Yinzhou Tianbin's default results in the relevant facility bank applying Chanhigh Construction's pledged funds towards repayment, all liabilities shall be borne by Yinzhou Tianbin.

CHHG shall provide an irrevocable guarantee in favour of Chanhigh Construction in respect of all of Yinzhou Tianbin's obligations and compensation liabilities hereunder, such that, in the event that Yinzhou Tianbin's default causes Chanhigh Construction's pledged deposits to face the risk of enforcement, Chanhigh Construction shall be entitled to require CHHG to bear the entire liability (including but not limited to CHHG repaying the outstanding loan on behalf of Yinzhou Tianbin), without the need first to seek recovery from Yinzhou Tianbin. The guarantee period is three years from the date on which Chanhigh Construction pledges the relevant deposits as security.

Deposit Pledge Contract 7:	In connection with Yinzhou Financial Guarantee Agreement 7, Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee) entered into the Deposit Pledge Contract 7 on 8 December 2025, pursuant to which Chanhigh Construction agreed to pledge, in favour of the pledgee, a time deposit of RMB38,250,000 bearing interest at 1.4% per annum with a deposit period from 8 December 2025 to 8 December 2026, to secure the credit facilities (including but not limited to the principal, interest, penalty interest, penalty and enforcement costs) in the principal amount of RMB38,250,000 granted by the pledgee to Yinzhou Tianbin (as debtor).

Yinzhou Financial Guarantee Agreement 8

Date:	10 December 2025
Parties:	(i) Chanhigh Construction (as security provider); (ii) Yinzhou Tianbin (as debtor); and (iii) CHHG (as guarantor).
Duration:	10 December 2025 to 10 December 2026
Principal amount of pledged deposit:	RMB30,000,000
Facility bank:	Bank of Communications Co., Ltd., Ningbo Yinzhou Branch

Major terms: Chanhigh Construction shall pledge its time deposits and security deposits held with the relevant facility bank as security for the credit facilities (including the principal, interest, penalty interest, penalty and enforcement costs) granted by such bank to Yinzhou Tianbin. Chanhigh Construction's maximum liability shall be limited to the aggregate of the principal amount of the pledged deposits and the interest accrued thereon.

In the event that Yinzhou Tianbin's default results in the relevant facility bank applying Chanhigh Construction's pledged funds towards repayment, all liabilities shall be borne by Yinzhou Tianbin.

CHHG shall provide an irrevocable guarantee in favour of Chanhigh Construction in respect of all of Yinzhou Tianbin's obligations and compensation liabilities hereunder, such that, in the event that Yinzhou Tianbin's default causes Chanhigh Construction's pledged deposits to face the risk of enforcement, Chanhigh Construction shall be entitled to require CHHG to bear the entire liability (including but not limited to CHHG repaying the outstanding loan on behalf of Yinzhou Tianbin), without the need first to seek recovery from Yinzhou Tianbin. The guarantee period is three years from the date on which Chanhigh Construction pledges the relevant deposits as security.

Deposit Pledge Contract 8: In connection with Yinzhou Financial Guarantee Agreement 8, Chanhigh Construction (as pledgor) and Bank of Communications Co., Ltd., Ningbo Yinzhou Branch (as pledgee) entered into two certificate of deposit pledge contracts dated 11 December 2025 and 16 June 2026 respectively (together, the Deposit Pledge Contract 8), pursuant to which Chanhigh Construction agreed to pledge, in favour of the pledgee, (i) a time deposit of RMB30,000,000 bearing interest at 1.3% per annum with a deposit period from 10 December 2025 to 10 June 2026 (under the first certificate of deposit pledge contract) and (ii) a time deposit of RMB30,000,000 bearing interest at 1.2% per annum with a deposit period from 16 June 2026 to 16 December 2026 (under the second certificate of deposit pledge contract), to secure the credit facilities (including but not limited to the principal, interest, penalty interest, penalty and enforcement costs) in the principal amount of RMB30,000,000 granted by the pledgee to Yinzhou Tianbin (as debtor).

Yinzhou Financial Guarantee Agreement 9

Date:	16 December 2025
Parties:	(i) Chanhigh Construction (as security provider); (ii) Yinzhou Tianbin (as debtor); and (iii) CHHG (as guarantor).
Duration:	16 December 2025 to 16 December 2026
Principal amount of pledged deposit:	RMB38,000,000
Facility bank:	Bank of Communications Co., Ltd., Ningbo Yinzhou Branch
Major terms:	Chanhigh Construction shall pledge its time deposits and security deposits held with the relevant facility bank as security for the credit facilities (including the principal, interest, penalty interest, penalty and enforcement costs) granted by such bank to Yinzhou Tianbin. Chanhigh Construction's maximum liability shall be limited to the aggregate of the principal amount of the pledged deposits and the interest accrued thereon. In the event that Yinzhou Tianbin's default results in the relevant facility bank applying Chanhigh Construction's pledged funds towards repayment, all liabilities shall be borne by Yinzhou Tianbin. CHHG shall provide an irrevocable guarantee in favour of Chanhigh Construction in respect of all of Yinzhou Tianbin's obligations and compensation liabilities hereunder, such that, in the event that Yinzhou Tianbin's default causes Chanhigh Construction's pledged deposits to face the risk of enforcement, Chanhigh Construction shall be entitled to require CHHG to bear the entire liability (including but not limited to CHHG repaying the outstanding loan on behalf of Yinzhou Tianbin), without the need first to seek recovery from Yinzhou Tianbin. The guarantee period is three years from the date on which Chanhigh Construction pledges the relevant deposits as security.

Deposit Pledge Contract 9:	In connection with Yinzhou Financial Guarantee Agreement 9, Chanhigh Construction (as pledgor) and Bank of Communications Co., Ltd., Ningbo Yinzhou Branch (as pledgee) entered into two certificate of deposit pledge contracts dated 16 December 2025 and 25 June 2026 respectively (together, the Deposit Pledge Contract 9), pursuant to which Chanhigh Construction agreed to pledge, in favour of the pledgee, (i) a time deposit of RMB38,000,000 bearing interest at 1.3% per annum with a deposit period from 16 December 2025 to 16 June 2026 (under the first certificate of deposit pledge contract) and (ii) a time deposit of RMB38,000,000 bearing interest at 1.2% per annum with a deposit period from 25 June 2026 to 25 December 2026 (under the second certificate of deposit pledge contract), to secure the credit facilities (including but not limited to the principal, interest, penalty interest, penalty and enforcement costs) in the principal amount of RMB38,000,000 granted by the pledgee to Yinzhou Tianbin (as debtor).

Yinzhou Financial Guarantee Agreement 10

Date:	24 December 2025
Parties:	(i) Chanhigh Construction (as security provider); (ii) Yinzhou Tianbin (as debtor); and (iii) CHHG (as guarantor).
Duration:	24 December 2025 to 24 December 2026
Principal amount of pledged deposit:	RMB32,000,000
Facility bank:	Bank of Communications Co., Ltd., Ningbo Yinzhou Branch
Major terms:	Chanhigh Construction shall pledge its time deposits and security deposits held with the relevant facility bank as security for the credit facilities (including the principal, interest, penalty interest, penalty and enforcement costs) granted by such bank to Yinzhou Tianbin. Chanhigh Construction's maximum liability shall be limited to the aggregate of the principal amount of the pledged deposits and the interest accrued thereon.

In the event that Yinzhou Tianbin's default results in the relevant facility bank applying Chanhigh Construction's pledged funds towards repayment, all liabilities shall be borne by Yinzhou Tianbin.

CHHG shall provide an irrevocable guarantee in favour of Chanhigh Construction in respect of all of Yinzhou Tianbin's obligations and compensation liabilities hereunder, such that, in the event that Yinzhou Tianbin's default causes Chanhigh Construction's pledged deposits to face the risk of enforcement, Chanhigh Construction shall be entitled to require CHHG to bear the entire liability (including but not limited to CHHG repaying the outstanding loan on behalf of Yinzhou Tianbin), without the need first to seek recovery from Yinzhou Tianbin. The guarantee period is three years from the date on which Chanhigh Construction pledges the relevant deposits as security.

Deposit Pledge Contract 10: In connection with Yinzhou Financial Guarantee Agreement 10, Chanhigh Construction (as pledgor) and Bank of Communications Co., Ltd., Ningbo Yinzhou Branch (as pledgee) entered into two certificate of deposit pledge contracts dated 24 December 2025 and 21 July 2026 respectively (together, the Deposit Pledge Contract 10), pursuant to which Chanhigh Construction agreed to pledge, in favour of the pledgee, (i) a time deposit of RMB32,000,000 bearing interest at 1.3% per annum with a deposit period from 24 December 2025 to 24 June 2026 (under the first certificate of deposit pledge contract) and (ii) a time deposit of RMB32,000,000 bearing interest at 1.2% per annum with a deposit period from 20 July 2026 to 20 January 2027 (under the second certificate of deposit pledge contract), to secure the credit facilities (including but not limited to the principal, interest, penalty interest, penalty and enforcement costs) in the principal amount of RMB32,000,000 granted by the pledgee to Yinzhou Tianbin (as debtor).

The time deposits pledged under the Yinzhou Financial Guarantee Agreements are classified as restricted bank deposits and deposits with initial terms of over three months in the consolidated financial statements of the Group.

Reasons for and benefits of the Yinzhou Financial Guarantee Agreements

Bank facilities and bank loans form part of the financial resources of the Group. Banks in the PRC would usually require guarantees provided by creditworthy enterprises, so as to reduce the credit risk. In this regard, the CHHG Group has been providing corporate guarantees in favour of the Group in respect of the Group's bank borrowings on a continuous basis since the listing of the Company in 2017. During the year ended 31 December 2025, CHHG has provided corporate guarantees in the aggregate amount of RMB700,000,000 in respect of the Group's bank borrowings of RMB497,700,000, and such guarantees are not secured by the assets of any member of the Group. The guarantees provided by the CHHG Group have been instrumental in enabling the Group to secure bank financing on favourable terms and to support the Group's ongoing operations and business development.

With the tightening of the credit management policies and supervision by relevant regulators of the banking industry in the PRC in recent years, it is becoming a common practice for banks in the PRC to require borrowers to provide guarantees and/or pledge assets as a condition for the grant of credit facilities. In line with this prevailing market practice, the banks which have extended credit facilities to Yinzhou Tianbin (being owned as to 90.18% by CHHG and 9.82% by Ms. Wang Sufen) required Yinzhou Tianbin to procure third-party guarantees as a condition for the grant of such facilities. Nonetheless, where such third-party guarantees are provided by way of pledge of certificates of deposit placed by the guarantor with the relevant bank, the banks are prepared to offer favourable interest rates on such deposits. The interest rates offered by the relevant banks on the certificates of deposit pledged ranged from approximately 1.20% to 1.90% per annum, which are higher than the prevailing rates for ordinary demand deposits or comparable fixed deposits available to members of the Group, which ranged from approximately 0.85% to 1.25% per annum.

Given the close business relationship between the Group and the CHHG Group, the CHHG Group invited Chanhigh Construction (being a member of the Group) to consider providing guarantees in respect of the credit facilities granted to Yinzhou Tianbin by way of pledge of certificates of deposit placed by Chanhigh Construction with the relevant banks. The maximum financial exposure of Chanhigh Construction would be limited to the relevant principal amount of the pledged certificates of deposit and interest accrued thereon.

The guaranteed amount under each Yinzhou Financial Guarantee Agreement was determined after taking into account the amount of idle cash available to Chanhigh Construction, its treasury and time deposit placement requirements, the availability and amount of time deposits carrying favourable interest rates, the risk exposure of Chanhigh Construction and Yinzhou Tianbin's demand for third-party guarantees in connection with its credit facilities.

After careful consideration of the favourable interest rates offered by the relevant banks on the pledged certificates of deposit, the maximum financial exposure of Chanhigh Construction (being the amount of pledged certificates of deposit), as well as the low and controllable credit risk profile of Yinzhou Tianbin, the Company considered that the provision of the Yinzhou Financial Pledges under the Yinzhou Financial Guarantee Agreements was to the benefit of the Group and agreed to provide the same.

Since the provision of the Yinzhou Financial Pledges and up to the date of this announcement, there has been no default of any of the underlying loans or banking facilities secured by the Yinzhou Financial Pledges, and Chanhigh Construction has earned interest income in the aggregate amount of approximately RMB4.38 million from the certificates of deposit pledged.

In light of the above, the Directors (excluding the independent non-executive Directors whose views will be set out in the letter from the Independent Board Committee contained in the circular after considering the advice from the Independent Financial Adviser) are of the view that the Yinzhou Financial Guarantee Agreements and the transactions thereunder are fair and reasonable, on normal commercial terms or better, entered into in the ordinary and usual course of business of the Group, and in the interests of the Company and its Shareholders as a whole.

Listing Rules implications

As at the date of this announcement, the Peng Family, which is deemed to be interested in approximately 73.24% of the total number of issued Shares, is the Controlling Shareholder of the Company. CHHG is wholly-owned by the Peng Family, and Yinzhou Tianbin is owned as to 90.18% by CHHG and 9.82% by Ms. Wang Sufen. Each of CHHG and Yinzhou Tianbin is therefore a connected person of the Company. Accordingly, the transactions under each of the Yinzhou Financial Guarantee Agreements constitute connected transactions of the Company.

As the Yinzhou Financial Guarantee Agreements were entered into by Chanhigh Construction with the same parties (namely Yinzhou Tianbin and CHHG) within a 12-month period, pursuant to Rules 14.22 and 14A.81 of the Listing Rules, each of the Yinzhou Financial Guarantee Agreements shall be aggregated as a series of transactions.

As one or more of the applicable percentage ratios (other than the profits ratio) in relation to the Yinzhou Financial Guarantee Agreements calculated on an aggregated basis exceed 5%, the connected transactions thereunder are subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in relation to the Yinzhou Financial Guarantee Agreements calculated on an aggregated basis exceed 25%, the transactions thereunder constitute major transactions of the Company and are subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Further, as the assets ratio in relation to the Yinzhou Financial Guarantee Agreements calculated on an aggregated basis exceeds 8%, the transactions thereunder also constitute advances to an entity and are subject to the relevant disclosure requirements under Chapter 13 of the Listing Rules.

Reasons for the breach of the Listing Rules and remedial actions

As one or more of the applicable percentage ratios (other than the profits ratio) in relation to Yinzhou Financial Guarantee Agreement 1 exceed 5%, the connected transactions thereunder are subject to the reporting, announcement, circular, Shareholders' approval and annual review requirements under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in relation to Yinzhou Financial Guarantee Agreement 1 exceed 25%, the transactions thereunder constitute major transactions of the Company and are subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Further, as the assets ratio in relation to Yinzhou Financial Guarantee Agreements 1 to 6 calculated on an aggregated basis exceeds 8%, the transactions thereunder also constitute advances to an entity and are subject to the relevant disclosure requirements under Chapter 13 of the Listing Rules.

Accordingly, the Company should have complied with (i) the applicable requirements under Chapter 14 and Chapter 14A of the Listing Rules in respect of Yinzhou Financial Guarantee Agreement 1 when it was entered into; and (ii) the applicable disclosure requirements under Chapter 13 of the Listing Rules in respect of Yinzhou Financial Guarantee Agreements 1 to 6 when Yinzhou Financial Guarantee Agreement 6 was entered into, as the assets ratio in respect of those agreements, calculated on an aggregated basis, first exceeded 8% at that time. As the Yinzhou Financial Guarantee Agreements were required to be aggregated as a series of transactions pursuant to Rules 14.22 and 14A.81 of the Listing Rules, the Company should also have complied with the applicable requirements under Chapter 14 and Chapter 14A of the Listing Rules upon entering into each of Yinzhou Financial Guarantee Agreements 2 to 10. Following the first occurrence of the disclosure obligation under Chapter 13 of the Listing Rules upon entering into Yinzhou Financial Guarantee Agreement 6, the Company should also have complied with the applicable further disclosure requirements under Chapter 13 of the Listing Rules whenever the increase in the aggregated amount of the advances represented 3% or more under the assets ratio since the amount previously disclosed under Chapter 13 of the Listing Rules.

The Company has always regarded compliance of Listing Rules as one of its key corporate governance principles. The following internal control procedures were in place when the Yinzhou Financial Guarantee Agreements were entered into:

(i) Before entering into any proposed guarantee related transaction, the treasury department of the Group was required to review the details of such proposed transaction (including, without limitation, the identity of the counterparty, the nature and terms of the transaction and the relevant transaction amount), and compute the applicable percentage ratios pursuant to the Listing Rules to determine the applicable compliance obligations under the Listing Rules (if any). Transactions discloseable under Chapters 13, 14 and 14A of the Listing Rules) are further subject to formal Board approval process. The draft disclosure documents and all supporting documents were required to be circulated to the Board for review. The Board shall formally approve the relevant disclosure documents and agreements. No member of the Group shall enter into any proposed transaction until the aforementioned assessments have been completed and the necessary approvals have been obtained.

(ii) The company secretary of the Company and finance department of the Group shall maintain and regularly update a list of connected persons of the Company. The connected persons list shall be circulated to each member of the Group and shall be updated on a quarterly basis or as soon as practicable following any change in the connected persons of the Company. Each member of the Group shall check the identity of the counterparty to any proposed transaction against the connected persons list to identify whether the proposed transaction involves a connected person of the Company. In the event of any doubt as to the identity of the counterparty, the proposed transaction shall be referred to the company secretary of the Company and finance department of the Group for further review and assessment.

(iii) The treasury department of the Group shall assist finance department to maintain a database to record and monitor the aggregate transaction amounts under the guarantee related continuing connected transactions from time to time and prepare a monthly report on the status of the aggregate transaction amounts.

By way of background, as disclosed above, the CHHG Group has been providing corporate guarantees in favour of the Group in respect of the Group's bank borrowings on a continuous basis since the listing of the Company in 2017. These guarantees are provided on normal commercial terms or better and are not secured by the assets of any member of the Group. The transactions thereunder are therefore fully exempted from the reporting, announcement, circular, Shareholders' approval, annual review and all other disclosure requirements pursuant to Rule 14A.90 of the Listing Rules.

The non-compliance of Listing Rules arose from an inadvertent misunderstanding of the Listing Rules by the relevant staff of the treasury department of the Group. In light of the longstanding guarantee arrangements under which the CHHG Group had provided corporate guarantees in favour of the Group, the relevant staff mistakenly considered that the transactions under the Yinzhou Financial Guarantee Agreements, although involving connected persons of the Company, were similarly exempt from the applicable requirements under the Listing Rules. The relevant staff also considered in good faith that, having regard to the nature and terms of the transactions, the favourable interest rates offered on the pledged deposits and their assessment that the associated risks were limited, the transactions under the Yinzhou Financial Guarantee Agreements were entered into in the ordinary and usual course of business of the Group and on normal commercial terms. As a result of the above misunderstanding, the relevant staff did not submit the Yinzhou Financial Guarantee Agreements to the Board for consideration and approval in accordance with the Group's pre-existing internal control procedures. The Company disclosed certain information in relation to the Yinzhou Financial Pledges in pages 254 to 255 of the Annual Report 2025. However, such disclosure did not constitute compliance with the applicable reporting, announcement, circular and Shareholders' approval requirements under Chapter 13, Chapter 14 and Chapter 14A of the Listing Rules.

Following enquiries raised by the Company's auditors in March 2026 regarding the potential Listing Rules implications of the Yinzhou Financial Guarantee Agreements, the matter was referred to the senior management of the Company for review. The Company subsequently became aware that the transactions under the Yinzhou Financial Guarantee Agreements were not exempted from disclosure requirements under the Listing Rules, and they should have been subject to the relevant requirements under Chapter 13, Chapter 14 and Chapter 14A of the Listing Rules.

The Company places significant importance on compliance with the Listing Rules. Upon becoming aware of the non-compliance, the Company took steps to rectify the matter and is publishing this announcement to disclose the details of the Yinzhou Financial Guarantee Agreements and the transactions contemplated thereunder in accordance with the applicable requirements.

An EGM will be convened and held for the Shareholders to, among others, consider and, if thought fit, approve and ratify the Yinzhou Financial Guarantee Agreements and the transactions thereunder.

An Independent Board Committee has been established to advise the Shareholders on the Yinzhou Financial Guarantee Agreements and the transactions thereunder. The Company has appointed Merdeka Corporate Finance Limited as the Independent Financial Adviser to advise the Independent Board Committee and the Shareholders in this regard.

A circular containing, among other things, further details of the Yinzhou Financial Guarantee Agreements, letter from Independent Board Committee and the Independent Financial Adviser, a notice convening the EGM and other information as required under the Listing Rules, will be despatched to the Shareholders on or before 15 October 2026 as additional time is required to prepare and finalise the information to be contained in the circular.

The Company has adopted the following remedial measures to strengthen the relevant internal control procedures of the Group:

(i) On 10 April 2026, the Group conducted an internal training session for all Directors, senior management and relevant staff to reinforce and enhance their understanding of the classification, reporting and disclosure requirements under Chapters 13, 14 and 14A of the Listing Rules.

(ii) In April 2026, the Group revised its internal control policy to require the relevant department of the Group, before entering into any proposed transaction, to submit details of the proposed transaction to both the finance department and the legal department of the Group for review, instead of submitting such details only to the finance department under the previous arrangement. Under the revised policy, the legal department is responsible for determining the applicable compliance obligations under the Listing Rules, if any.

(iii) Since April 2026, the Group has issued monthly internal reminders to relevant staff to reinforce their awareness of the disclosure requirements under Chapters 13, 14, and 14A of the Listing Rules. Furthermore, the relevant staff are required to consult the legal department if any doubts arise.

(iv) Where the finance or legal department of the Group considers it necessary or appropriate, the Group shall seek timely advice from external legal advisers or other professional advisers prior to entering into any proposed transaction to ensure compliance with relevant legal and regulatory requirements.

THE MASTER CROSS-GUARANTEE AGREEMENT

As disclosed above, the CHHG Group has been providing corporate guarantees in favour of the Group in respect of the Group's bank borrowings on a continuous basis since the listing of the Company in 2017. In return, the Group provided Yinzhou Financial Pledges under the Yinzhou Financial Guarantee Agreements to the CHHG Group. As the Group and the CHHG Group wish to continue the aforementioned cross-guarantee arrangement, the Company entered into the Master Cross-Guarantee Agreement with CHHG on 16 September 2026, subject to Shareholders' approval.

The material terms of the Master Cross-Guarantee Agreement are set out below:

Date:	16 September 2026 (after trading hours)
Parties:	(i) the Company (for itself and on behalf of the Group); and (ii) CHHG (for itself and on behalf of CHHG Group).
Duration:	From the Shareholders' Approval Date to 31 December 2028 (both days inclusive).
Condition precedent:	The Master Cross-Guarantee Agreement is conditional on and subject to the compliance by the Company with relevant Listing Rules requirements in respect of the Master Cross-Guarantee Agreement, including but not limited to obtaining the Shareholders' approval at the EGM in accordance with the requirements of the Listing Rules.
Major terms:	**Group Guarantee Services**

Each member of the CHHG Group may, at its absolute discretion, request members of the Group to provide guarantees in respect of its borrowings or other forms of financing obtained from financial institutions. Upon receipt of any such request, the Company may, at its absolute discretion, procure the relevant member of the Group to provide guarantees to the relevant member of the CHHG Group in respect of such borrowings or other forms of financing obtained from financial institutions (the "**Group Guarantee Services**").

The relevant member of the Group may only provide Group Guarantee Services if (i) the relevant guarantee is to be provided by way of pledge of certificate(s) of deposit; (ii) the maximum financial exposure for the relevant guarantee is limited to the aggregate amount of the relevant pledged certificate(s) of deposit (and the interest accrued thereon); and (iii) the relevant member of the Group determines that the relevant financial institution offers interest rate(s) on the relevant pledged certificate(s) of deposit which is/are more favourable than the prevailing rates for ordinary demand deposits or comparable fixed deposits available to the relevant member of the Group.

No fees shall be charged by any member of the Group for the provision of Group Guarantee Services.

CHHG shall fully indemnify and keep indemnified the relevant member of the Group against all losses, liabilities, claims, demands, costs and expenses incurred or suffered by such member of the Group as guarantor arising out of or in connection with the provision of or enforcement under the relevant Group Guarantee Services, including, without limitation, any amounts payable by the relevant member of the Group under the relevant guarantees in respect of the principal amount of, and any interest, fees, default interest, penalties, damages, compensation and enforcement costs relating to, the relevant loans, debentures, corporate bonds, borrowings or other forms of financing.

CHHG Guarantee Services

Each member of the Group may, at its absolute discretion, request members of the CHHG Group to provide guarantees in respect of its borrowings or other forms of financing obtained from financial institutions. Upon receipt of any such request, CHHG may, at its absolute discretion, procure the relevant member of the CHHG Group to provide guarantees to the relevant member of the Group in respect of such borrowings or other forms of financing obtained from financial institutions (the "**CHHG Guarantee Services**").

No fees shall be charged by any member of the CHHG Group for the provision of CHHG Guarantee Services.

The provision of CHHG Guarantee Services shall not be secured by any asset of any member of the Group.

General terms

The specific terms and conditions of any Group Guarantee Services or CHHG Guarantee Services shall be agreed between the relevant member of the Group and the relevant member of the CHHG Group in writing by individual agreements from time to time. The terms of such individual agreements shall be consistent with the Master Cross-Guarantee Agreement save and except for the clauses regarding applicable laws and dispute resolution.

PROPOSED ANNUAL CAPS AND BASIS FOR DETERMINATION OF THE PROPOSED ANNUAL CAPS

The following table sets out the proposed annual caps of the Master Cross-Guarantee Agreement for the three years ending 31 December 2028:

Continuing connected transactions	For the year ending 31 December 2026 *(Note 1)* *RMB'000*	For the year ending 31 December 2027 *(Note 2)* *RMB'000*	For the year ending 31 December 2028 *RMB'000*
Group Guarantee Services			
Maximum outstanding daily balance of guarantee (including amount of deposits pledged as security)	400,000	400,000	400,000

Notes:

1. *The proposed annual cap for the year ending 31 December 2026 will cover the amount of deposits pledged by the Group under the Yinzhou Financial Pledges which are still subsisting during the year ending 31 December 2026, in the aggregate amount of RMB320,430,000.*

2. *The proposed annual cap for the year ending 31 December 2027 will cover the amount of deposits pledged by the Group under the Yinzhou Financial Pledges which are still subsisting during the year ending 31 December 2027, in the aggregate amount of RMB99,500,000.*

The major bases and assumptions for determining the proposed annual caps of the Master Cross-Guarantee Agreement are set out below:

(i) the historical maximum outstanding daily balance of the deposits pledged as security under the Yinzhou Financial Pledges during the year ended 31 December 2025 and during the period from 1 January 2026 to the date of this announcement, which amounted to RMB320,430,000 and RMB320,430,000 respectively;

(ii) the projected annual transaction volume of Yinzhou Tianbin, which is expected to increase by approximately 15% from 2025 to 2028 as a result of organic growth and increase in price level of copper, and the corresponding demand of Yinzhou Tianbin for third-party guarantees in connection with its credit facilities, which are expected to follow a similar trend from 2025 to 2028;

(iii) a buffer of approximately 10% to accommodate potential fluctuations in financing needs and other unforeseen circumstances; and

(iv) the prevailing market conditions and the interest income expected to be generated from the deposits pledged as security with the relevant banks.

Specific internal control procedures for the Master Cross-Guarantee Agreement

Apart from the internal control measures disclosed in the section headed "Reasons for the breach of the Listing Rules and remedial actions" above, the Group has also adopted the following specific internal control measures for the Master Cross-Guarantee Agreement:

(i) The finance department of the Group will record and monitor the transactions under the Master Cross-Guarantee Agreement to ensure that the transaction amounts do not exceed the applicable annual caps.

(ii) Before entering into individual transactions under the Master Cross-Guarantee Agreement, the finance department and legal department of the Group will examine the terms of the transactions to ensure that the terms conform with the Master Cross-Guarantee Agreement.

(iii) Before any member of the Group provides any guarantee under the Master Cross-Guarantee Agreement, the treasury department shall submit an application form together with supporting materials to the finance department and the legal department of the Group for review. The finance department shall verify that the proposed guarantee is within the relevant annual cap, and the legal department shall verify compliance with the Listing Rules and the terms of the Master Cross-Guarantee Agreement. No guarantee shall be provided until all necessary internal approvals have been obtained.

(iv) The relevant member of the Group may only provide Group Guarantee Services if the relevant financial institution offers interest rate(s) on the relevant pledged certificate(s) of deposit which is/are more favourable than the prevailing rates for ordinary demand deposits or comparable fixed deposits available to the relevant member of the Group. The Group will compare every time the CHHG Group requests the Group to provide Group Guarantee Services, the interest rates offered by the relevant institution for the certificate(s) of deposit to be pledged against the latest interest rates announced online and quoted by at least three major commercial banks in the relevant jurisdiction, to ensure the interest rates offered are no less favourable or better than the said benchmark interest rates.

(v) Before any member of the Group provides any guarantee under the Master Cross-Guarantee Agreement, the finance department of the Group shall perform credit risk assessment to ensure that, among others, (a) the guaranteed party must be operating normally, with no record of material default or breach of its obligations; (b) the guaranteed party must have positive net assets and a reasonable debt-to-asset ratio; (c) the use of the financing proceeds must be legitimate and for the purposes of ordinary business operations; (d) the guaranteed party shall not be involved in material litigation, enforcement proceedings or administrative penalties; and (e) a full and effective counter-guarantee or indemnity must have been provided by CHHG in favour of the relevant member of the Group pursuant to the Master Cross-Guarantee Agreement.

(vi) The finance department of the Group shall monitor the maximum outstanding daily balance of guarantee (including amount of deposits pledged as security) under the Group Guarantee Services on an ongoing basis. A red alert shall be triggered when the maximum outstanding daily balance reaches 90% of the relevant annual cap, upon which the acceptance of applications for provision of Group Guarantee Services shall be suspended. In the event that the maximum outstanding daily balance is expected to exceed the relevant annual cap, the Company shall comply with the applicable requirements under the Listing Rules (including, where applicable, obtaining Shareholders' approval for revised annual caps) before providing any further Group Guarantee Services.

(vii) The finance department of the Group shall also ensure at any time during the term of the Master Cross-Guarantee Agreement, the maximum outstanding daily balance for Group Guarantee Services shall not exceed the outstanding amount of guarantee provided to the Group under the CHHG Guarantee Services.

(viii) The Group will request the guaranteed party and/or CHHG to provide the Group with sufficient information including various financial indicators, such as its net asset size, liquidity ratios, and level of bad debts as well as financial statements to enable the Group to monitor and review its financial condition. The relevant guaranteed party and/or CHHG shall also notify the Group, subject to compliance with applicable laws and regulations, should it be subject to any judicial, legal or regulatory proceedings or investigations which are reasonably likely to have a material impact on the financial condition of any of them.

(ix) The treasury department of the Group shall promptly report to the Board and the company secretary upon the occurrence of any overdue payment of interest or principal by the guaranteed party, any material deterioration in the financial condition of the guaranteed party (including debt defaults, material adverse litigation or enforcement proceedings) or any material diminution in the effectiveness of the counter-guarantee or indemnity arrangements under the Master Cross-Guarantee Agreement. If the Group considers that there is any material adverse change in the financial condition of the relevant guaranteed party and/or CHHG, the Group will take appropriate measures (including ceasing to provide further guarantees) to protect the Group's financial position.

(x) The treasury department of the Group shall prepare a monthly summary report on the status of all outstanding guarantees, including repayment progress and any changes in the financial condition of the guaranteed parties and CHHG. The Company's audit committee will scrutinise the implementation and enforcement of the transactions under the Master Cross-Guarantee Agreement. If the Company's audit committee is of the view and decides that it would be in the Company's interests to reduce or restrict the level of guarantee provided under the Group Guarantee Services, the Group will take appropriate steps to implement its decision.

Reasons for and benefits of the Master Cross-Guarantee Agreement

In view of the mutual benefits derived from the Yinzhou Financial Pledges under the Yinzhou Financial Guarantee Agreements as disclosed in the section headed "Reasons for and benefits of the Yinzhou Financial Guarantee Agreements", the Group and the CHHG Group intend to continue the provision of similar cross-guarantees on an ongoing basis by entering into the Master Cross-Guarantee Agreement.

Under the Master Cross-Guarantee Agreement, the Group has absolute discretion to decide whether to provide Group Guarantee Services. The Group will only provide Group Guarantee Services if the guarantees are to be provided by way of pledge of certificates of deposit. The Group's maximum financial exposure for the guarantees will be limited to the aggregate amount of the pledged certificates of deposit (and the interest accrued thereon). Moreover, the Group will only provide Group Guarantee Services to the CHHG Group if the relevant financial institutions offer interest rates on the relevant pledged certificates of deposit which are more favourable than the prevailing rates for ordinary demand deposits or comparable fixed deposits available to it. The provision of Group Guarantee Services would therefore enable the Group to improve the utilisation efficiency of its idle funds and generate additional interest income for the benefit of the Group.

The Company has also reviewed the financial position and credit ratings of the CHHG Group, and considered that its financial position is healthy. Taking into account the specific internal control measures set out in the section headed "Specific internal control procedures for the Master Cross-Guarantee Agreement" implemented by the Group, the Company considers that the likelihood of the CHHG Group defaulting will be low.

In order to offer greater protection to the Group and reduce its risk exposure in connection with the provision of Group Guarantee Services, CHHG will provide full indemnity to the Group on losses arising out of or in connection with the provision of or enforcement under the Group Guarantee Services. Accordingly, the Company considers that the risk in connection with the provision of Group Guarantee Services is minimal and controllable.

In light of the above, the Directors (excluding the independent non-executive Directors whose views will be set out in the letter from the Independent Board Committee contained in the circular after considering the advice from the Independent Financial Adviser) are of the view that the Master Cross-Guarantee Agreement and the transactions contemplated thereunder and the proposed annual caps are fair and reasonable, on normal commercial terms or better, entered into in the ordinary and usual course of business of the Group, and in the interests of the Company and its Shareholders as a whole.

Listing Rules implications

CHHG is a connected person of the Company. Accordingly, the transactions contemplated under the Master Cross-Guarantee Agreement constitute continuing connected transactions of the Company.

As one or more of the applicable percentage ratios (other than the profits ratio) with reference to the proposed annual caps of the Group Guarantee Services under the Master Cross-Guarantee Agreement exceed 5%, the continuing connected transactions contemplated thereunder are subject to the reporting, announcement, circular, Shareholders' approval and annual review requirements under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in relation to the Group Guarantee Services under the Master Cross-Guarantee Agreement exceed 25%, the aforementioned transactions constitute major transactions of the Company and are subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Further, as the assets ratio with reference to the proposed annual caps of the Group Guarantee Services under the Master Cross-Guarantee Agreement exceeds 8%, the aforementioned transactions also constitute advances to an entity and are subject to the relevant disclosure requirements under Chapter 13 of the Listing Rules.

Given that the Board considers the relevant terms of the CHHG Guarantee Services under the Master Cross-Guarantee Agreement are on normal commercial terms or better and the provision of such guarantees or indemnity is not secured by the assets of any member of the Group, the transactions contemplated under the CHHG Guarantee Services under the Master Cross-Guarantee Agreement are fully exempted from the reporting, announcement, circular, Shareholders' approval, annual review and all other disclosure requirements pursuant to Rule 14A.90 of the Listing Rules.

An EGM will be convened and held for the Shareholders to, among others, consider and, if thought fit, approve and ratify the Master Cross-Guarantee Agreement, the proposed annual caps in relation thereto and the transactions contemplated thereunder.

An Independent Board Committee has been established to advise the Shareholders on the Master Cross-Guarantee Agreement, the proposed annual caps in relation thereto and the transactions contemplated thereunder. The Company has appointed Merdeka Corporate Finance Limited as the Independent Financial Adviser to advise the Independent Board Committee and the Shareholders in this regard.

A circular containing, among other things, further details of the Master Cross-Guarantee Agreement, letters from Independent Board Committee and the Independent Financial Adviser, a notice convening the EGM and other information as required under the Listing Rules, will be despatched to the Shareholders on or before 15 October 2026 as additional time is required to prepare and finalise the information to be contained in the circular.

INFORMATION OF THE PARTIES

The Group is principally engaged in the business of provision of landscape, municipal works and building works construction and maintenance services.

Chanhigh Construction is a company established under the laws of the PRC with limited liability and an indirect wholly-owned subsidiary of the Company. It is principally engaged in the business of provision of landscape, municipal works and building works construction and maintenance services.

CHHG is a company established under the laws of the PRC with limited liability and it is principally engaged in the business of property leasing and investment holdings.

As at the date of this announcement, CHHG is owned as to 99% by Mr. Peng Yonghui and 1% by Ms. Wang Sufen. Mr. Peng Yonghui and Ms. Wang Sufen are members of the Peng Family. The Peng Family, which is deemed to be interested in approximately 73.24% of the total number of issued Shares, is the Controlling Shareholder of the Company. CHHG is therefore a connected person of the Company.

Yinzhou Tianbin is a company established under the laws of the PRC and it is principally engaged in the business of commodity trading and building materials trading. Yinzhou Tianbin is owned as to 90.18% by CHHG and 9.82% by Ms. Wang Sufen and therefore a connected person of the Company.

For good corporate governance, each member of the Peng Family in the Board, namely Mr. Peng Daosheng (an executive Director), Ms. Wang Sufen (a non-executive Director), Mr. Peng Tianbin (an executive Director) and Mr. Peng Yonghui (an executive Director), has abstained from voting on the Board resolutions for considering and approving the Yinzhou Financial Guarantee Agreements and the transactions thereunder, and the Master Cross-Guarantee Agreement, the proposed annual caps in relation thereto and the transactions contemplated thereunder. Save as aforementioned, all other Directors are entitled to vote on the Board resolutions for considering and approving the Yinzhou

Financial Guarantee Agreements and the transactions thereunder, and the Master Cross-Guarantee Agreement, the proposed annual caps in relation thereto and the transactions contemplated thereunder.

DEFINITIONS

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

"Annual Report 2025"	the annual report for the year ended 31 December 2025 of the Company;
"associate(s)"	has the meaning ascribed thereto under the Listing Rules;
"Board"	the board of Directors of the Company;
"Chanhigh Construction"	Zhejiang Chanhigh Construction Limited (浙江滄海建設有限公司), a company established under the laws of the PRC with limited liability, which is an indirect wholly-owned subsidiary of the Company;
"CHHG"	Chanhigh Holding Group Limited (滄海控股集團有限公司), a company established under the laws of the PRC with limited liability;
"CHHG Group"	CHHG and its subsidiary(ies) and associate(s) and any entity(ies) that may become subsidiary(ies) or associate(s) of CHHG from time to time during the term of the Master Cross-Guarantee Agreement and shall not include the Group for the purposes of the Master Cross-Guarantee Agreement and this announcement;
"CHHG Guarantee Services"	has the meaning ascribed thereto under the section headed "The Master Cross-Guarantee Agreement";
"Company"	Chanhigh Holdings Limited (滄海控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability on 1 April 2016, the shares of which are listed on the main board of the Stock Exchange (stock code: 2017);
"connected person(s)"	has the meaning ascribed to it under the Listing Rules;
"Controlling Shareholder(s)"	has the meaning ascribed thereto under the Listing Rules;

"Deposit Pledge Contracts"	collectively, Deposit Pledge Contract 1, Deposit Pledge Contract 2, Deposit Pledge Contract 3, Deposit Pledge Contract 4, Deposit Pledge Contract 5, Deposit Pledge Contract 6, Deposit Pledge Contract 7, Deposit Pledge Contract 8, Deposit Pledge Contract 9 and Deposit Pledge Contract 10;
"Deposit Pledge Contract 1"	the maximum amount pledge contract (最高額質押合同) entered into between Chanhigh Construction (as pledgor) and Industrial and Commercial Bank of China, Ningbo Branch (as pledgee) on 26 March 2025;
"Deposit Pledge Contract 2"	the two certificate of deposit pledge contracts (存單質押合同) dated 22 July 2025 and 24 July 2026 respectively entered into between Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee);
"Deposit Pledge Contract 3"	the certificate of deposit pledge contract (存單質押合同) dated 25 July 2025 entered into between Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee);
"Deposit Pledge Contract 4"	the certificate of deposit pledge contract (存單質押合同) dated 13 November 2025 entered into between Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee);
"Deposit Pledge Contract 5"	the certificate of deposit pledge contract (存單質押合同) dated 19 November 2025 entered into between Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee);
"Deposit Pledge Contract 6"	the certificate of deposit pledge contract (存單質押合同) dated 24 November 2025 entered into between Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee);
"Deposit Pledge Contract 7"	the certificate of deposit pledge contract (存單質押合同) dated 8 December 2025 entered into between Chanhigh Construction (as pledgor) and Evergrowing Bank Co., Limited, Ningbo Branch (as pledgee);
"Deposit Pledge Contract 8"	the two certificate of deposit pledge contracts (存單質押合同) dated 11 December 2025 and 16 June 2026 respectively entered into between Chanhigh Construction (as pledgor) and Bank of Communications Co., Ltd., Ningbo Yinzhou Branch (as pledgee);

"Deposit Pledge Contract 9"	the two certificate of deposit pledge contracts (存單質押合同) dated 16 December 2025 and 25 June 2026 respectively entered into between Chanhigh Construction (as pledgor) and Bank of Communications Co., Ltd., Ningbo Yinzhou Branch (as pledgee);
"Deposit Pledge Contract 10"	the two certificate of deposit pledge contracts (存單質押合同) dated 24 December 2025 and 21 July 2026 respectively entered into between Chanhigh Construction (as pledgor) and Bank of Communications Co., Ltd., Ningbo Yinzhou Branch (as pledgee);
"Director(s)"	the director(s) of the Company;
"EGM"	the extraordinary general meeting of the Company to be convened and held to consider, and if thought fit, approve the Yinzhou Financial Guarantee Agreements and the transactions thereunder, and the Master Cross-Guarantee Agreement, the proposed annual caps in relation thereto and the transactions contemplated thereunder;
"Group"	the Company and its subsidiaries;
"Group Guarantee Services"	has the meaning ascribed thereto under the section headed "The Master Cross-Guarantee Agreement";
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
"Independent Board Committee"	an independent committee of the Board comprising all independent non-executive Directors established for the purpose of reviewing the Yinzhou Financial Guarantee Agreements and the transactions thereunder, and the Master Cross-Guarantee Agreement, the proposed annual caps in relation thereto and the transactions contemplated thereunder;
"Independent Financial Adviser"	Merdeka Corporate Finance Limited, a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activities under the SFO, being the independent financial adviser appointed by the Board to advise the Independent Board Committee and the Shareholders in respect of the Yinzhou Financial Guarantee Agreements and the transactions thereunder, and the Master Cross-Guarantee Agreement, the proposed annual caps in relation thereto and the transactions contemplated thereunder;

"Listing Rules"	the rules governing the listing of securities on the Stock Exchange;
"Master Cross-Guarantee Agreement"	The master cross-guarantee agreement dated 16 September 2026 entered into between the Company and CHHG;
"Peng Family"	Mr. Peng Daosheng, Ms. Wang Sufen, Mr. Peng Tianbin and Mr. Peng Yonghui;
"PRC"	the People's Republic of China excluding Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan for the purposes of this announcement;
"RMB"	Renminbi, the lawful currency of the PRC;
"SFO"	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
"Share(s)"	share(s) of the Company;
"Shareholder(s)"	holder(s) of Share(s);
"Shareholders' Approval Date"	the date on which the Shareholders approve the Master Cross-Guarantee Agreement, the proposed annual caps in relation thereto and the transactions contemplated thereunder in accordance with the requirements of the Listing Rules;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"subsidiary"	any entity within the meaning of the term "subsidiary" as defined in the Listing Rules and the term "subsidiaries" shall be construed accordingly;
"Yinzhou Financial Guarantee Agreements"	collectively, Yinzhou Financial Guarantee Agreement 1, Yinzhou Financial Guarantee Agreement 2, Yinzhou Financial Guarantee Agreement 3, Yinzhou Financial Guarantee Agreement 4, Yinzhou Financial Guarantee Agreement 5, Yinzhou Financial Guarantee Agreement 6, Yinzhou Financial Guarantee Agreement 7, Yinzhou Financial Guarantee Agreement 8, Yinzhou Financial Guarantee Agreement 9 and Yinzhou Financial Guarantee Agreement 10;
"Yinzhou Financial Guarantee Agreement 1"	the tripartite guarantee agreement (三方擔保協議) entered into among Chanhigh Construction (as pledgor), Yinzhou Tianbin (as debtor) and CHHG (as guarantor) on 26 March 2025;

"Yinzhou Financial Guarantee Agreement 2"	the tripartite guarantee agreement (三方擔保協議) entered into among Chanhigh Construction (as pledgor), Yinzhou Tianbin (as debtor) and CHHG (as guarantor) on 22 July 2025;
"Yinzhou Financial Guarantee Agreement 3"	the tripartite guarantee agreement (三方擔保協議) entered into among Chanhigh Construction (as pledgor), Yinzhou Tianbin (as debtor) and CHHG (as guarantor) on 25 July 2025;
"Yinzhou Financial Guarantee Agreement 4"	the tripartite guarantee agreement (三方擔保協議) entered into among Chanhigh Construction (as pledgor), Yinzhou Tianbin (as debtor) and CHHG (as guarantor) on 13 November 2025;
"Yinzhou Financial Guarantee Agreement 5"	the tripartite guarantee agreement (三方擔保協議) entered into among Chanhigh Construction (as pledgor), Yinzhou Tianbin (as debtor) and CHHG (as guarantor) on 19 November 2025;
"Yinzhou Financial Guarantee Agreement 6"	the tripartite guarantee agreement (三方擔保協議) entered into among Chanhigh Construction (as pledgor), Yinzhou Tianbin (as debtor) and CHHG (as guarantor) on 24 November 2025;
"Yinzhou Financial Guarantee Agreement 7"	the tripartite guarantee agreement (三方擔保協議) entered into among Chanhigh Construction (as pledgor), Yinzhou Tianbin (as debtor) and CHHG (as guarantor) on 8 December 2025;
"Yinzhou Financial Guarantee Agreement 8"	the tripartite guarantee agreement (三方擔保協議) entered into among Chanhigh Construction (as pledgor), Yinzhou Tianbin (as debtor) and CHHG (as guarantor) on 10 December 2025;
"Yinzhou Financial Guarantee Agreement 9"	the tripartite guarantee agreement (三方擔保協議) entered into among Chanhigh Construction (as pledgor), Yinzhou Tianbin (as debtor) and CHHG (as guarantor) on 16 December 2025;
"Yinzhou Financial Guarantee Agreement 10"	the tripartite guarantee agreement (三方擔保協議) entered into among Chanhigh Construction (as pledgor), Yinzhou Tianbin (as debtor) and CHHG (as guarantor) on 24 December 2025;
"Yinzhou Financial Pledges"	the financial pledges provided by Chanhigh Construction pursuant to the Deposit Pledge Contracts in connection with the Yinzhou Financial Guarantee Agreements;
"Yinzhou Tianbin"	Ningbo Yinzhou Tianbin Trading Co., Ltd (寧波市鄞州天賓貿易有限公司), a company established under the laws of the PRC with limited liability; and

"%"	per cent.

By order of the Board
Chanhigh Holdings Limited
Peng Tianbin
Chairman and Executive Director

Hong Kong, 16 September 2026

As at the date of this announcement, the Board consists of Mr. Peng Tianbin, Mr. Peng Yonghui and Mr. Peng Daosheng as executive Directors; Ms. Wang Sufen as non-executive Director; and Mr. Chan Lap Ip, Ms. Chen Danqi and Mr. Xu Yidong as independent non-executive Directors.