

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



Shenzhen International Holdings Limited
深圳國際控股有限公司

(Incorporated in Bermuda with limited liability)
(Stock Code: 00152)

**DISCLOSEABLE TRANSACTION
TRIPARTITE AGREEMENT IN RELATION TO CONSTRUCTION WORKS OF
THE DECK AND AREA BELOW FOR THE SZ PINGHUNAN PROJECT**

THE TRIPARTITE AGREEMENT

The Board hereby announces that Shenzhen International Railway, a non-wholly owned subsidiary of the Company, entered into the Tripartite Agreement with the Project Manager and the Constructors on 12 March 2024, ascertaining (among other things) the payment obligations of Shenzhen International Railway towards the Project Manager, in connection with the Below Deck Construction Contract entered into between the Project Manager and the Constructors. Pursuant to the Tripartite Agreement, Shenzhen International Railway has to pay a construction fee of RMB1,652 million (equivalent to approximately HK\$1,796 million) to the Project Manager for the construction works relating to the portion of the SZ Pinghunan Project for the deck and area below.

REASONS FOR AND BENEFITS OF ENTERING INTO TRIPARTITE AGREEMENT

The Guangzhou Railway Group has the relevant expertise and rich experience in railway and related construction projects with rigorous construction procedures and management systems in railway construction and railway passenger and freight transportation. Since the SZ Pinghunan Project requires high standards in terms of construction efficiency and quality, entrusting the Guangzhou Railway Group to provide construction management services for the development of the SZ Pinghunan Project and to engage professional Constructors to carry out the construction works can satisfy the construction needs of the SZ Pinghunan Project on one hand, and allow the Group to focus its resources on other aspects of the SZ Pinghunan Project on the other hand.

Through the public tender by the Project Manager, the Constructors engaged have been in the PRC construction industry for many years and possess extensive experience in construction. The entering into of the Tripartite Agreement among the parties will further clarify the rights and obligations of each party, which is crucial to the smooth completion of the construction of SZ Pinghunan Project.

LISTING RULE IMPLICATIONS

As one or more of the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules with respect to the Group's payment obligations under the Tripartite Agreement exceeds 5% but are all less than 25%, the entering into of the Tripartite Agreement constitutes a discloseable transaction of the Company which is subject to the reporting and announcement requirements, but is exempt from the shareholders' approval requirements under Chapter 14 of the Listing Rules.

BACKGROUND

In August 2021, Shenzhen International Railway was set up between the Group and Guangzhou Railway Group as a joint venture to develop and construct the SZ Pinghunan Project. The Group intends to turn the SZ Pinghunan Project into a demonstrative multimodal transportation hub for the whole country as well as Asia. The SZ Pinghunan Project was selected by the National Development and Reform Commission of the PRC and the Ministry of Transport of the PRC in September 2019 as one of the first batch of 23 national logistics hub projects to be developed as national logistics hubs to provide logistics services.

The first phase of the SZ Pinghunan Project comprises various businesses including but not limited to warehousing, port container yard and rail transportation services. The second phase of the SZ Pinghunan Project is expected to involve construction of a modern logistics hub over the railway yard. On the premise of retaining all the planning functions of the railway yard, an 11-metre overhead floor will be built. The logistics land above the overhead floor will be used to build 850,000 square metres of logistics storage facilities. In order to advance the development and construction of the second phase of the SZ Pinghunan Project, Shenzhen International Railway and Guangzhou Railway Group entered into the Construction Agent Contract on 27 November 2023, whereby a branch of Guangzhou Railway Group, which is the Project Manager, is to be responsible for the construction management of the SZ Pinghunan Project. Accordingly, the Project Manager conducted public tender process for the engagement of constructors to construct the portion of the SZ Pinghunan Project for the deck and area below. In accordance with the applicable tender rules, the consortium formed by China Railway Fourth Bureau and Shenzhen Railway Civil Engineering were confirmed to be the Constructors.

On 24 January 2024, the Project Manager and the Constructors entered into the Below Deck Construction Contract for the construction of the portion of the SZ Pinghunan Project for the deck and area below (which include ramps, pile caps, pile foundations, etc). The construction period is expected to be 305 calendar days and the construction fee is RMB1,652 million (equivalent to approximately HK\$1,796 million), which is based on the estimated prices of materials, construction equipment and professional construction works, and finally determined through the public tender process.

Since Shenzhen International Railway is responsible for the development and construction of the SZ Pinghunan Project and holds the ownership and operating rights of the properties above railway yard of the SZ Pinghunan Project, in order to further clarify the rights and obligations of all parties and to advance the development of the SZ Pinghunan Project in an efficient

manner, the Tripartite Agreement was entered into between Shenzhen International Railway, the Project Manager and the Constructors on 12 March 2024.

PRINCIPAL TERMS OF THE TRIPARTITE AGREEMENT

- Date** : 12 March 2024
- Parties** : (i) Shenzhen International Railway;
(ii) the Project Manager; and
(iii) the Constructors
- Subject matter and consideration** : For Shenzhen International Railway, the main subject matter of the Tripartite Agreement is to ascertain the payment obligations of Shenzhen International Railway to the Project Manager with respect to the Below Deck Construction Contract entered into between the Project Manager and the Constructors, pursuant to which Shenzhen International Railway shall pay a total consideration of RMB1,652 million (equivalent to approximately HK\$1,796 million) to the Project Manager.

Save for the foregoing, the Tripartite Agreement also provides for certain deductibles as between the Project Manager and the Contractors in connection with third party inspection costs amounting to approximately RMB1.68 million (equivalent to approximately HK\$1.83 million) relating to the construction works, under the Below Deck Construction Contract. Yet such arrangement does not affect Shenzhen International Railway's payment obligations to the Project Manager under the Tripartite Agreement.

- Payment terms** : Shenzhen International Railway shall pay a total consideration of RMB1,652 million (equivalent to approximately HK\$1,796 million) to the Project Manager pursuant to the Tripartite Agreement, which consideration shall be paid in the manner as follows:-
- (i) Advance Payment: Shenzhen International Railway is responsible for the payment of an advance payment (in the sum of approximately RMB165.2 million (equivalent to approximately HK\$179.6 million)) to the Project Manager, which shall be applied in six equal monthly instalments in the second half of 2024 towards the settlement of the related project payment;

- (ii) Progress Payment: Shenzhen International Railway shall make quarterly progress payment to the Project Manager, which will first be paid in part based on an estimated amount pursuant to the relevant quarterly plan, and the Project Manager will then conduct inspection to verify the progress of construction works, and will ascertain and make a payment request in relation to the final amount of progress payment with respect to such quarter. Within 10 working days after the receipt of such payment request, Shenzhen International Railway shall complete its review and remit the balance of the progress payment to the Project Manager after deducting the relevant advance payment and estimated progress payment referred to above.

According to the current construction progress plan for the SZ Pinghunan Project, and subject to the actual construction progress and other factors that may affect the project construction progress, the Company currently expects that the progress payments for the subject construction works in the four quarters of 2024 will amount to RMB70 million, RMB340 million, RMB630 million and RMB282 million (equivalent to approximately HK\$76 million, HK\$370 million, HK\$685 million and HK\$307 million), respectively. In the event the actual construction schedule is subject to change at the time, the relevant payment will be postponed according to the mechanism consistent with the aforementioned arrangements;

- (iii) Settlement Payment: The Project Manager shall organize the Constructors to prepare and submit the settlement documents in accordance with the Below Deck Construction Contract, and shall verify and submit such information to Shenzhen International Railway within 60 days of the completion of construction works, whereupon Shenzhen International Railway shall review and make such settlement payment in accordance with the relevant management systems. According to the current construction schedule of the SZ Pinghunan Project, and subject to the actual settlement details and other factors that may affect the settlement payment amount, the Company currently estimates that the settlement payment payable by Shenzhen International Railway under the Tripartite Agreement amounts to RMB165.2 million (equivalent to approximately HK\$179.6 million).

BASIS OF DETERMINATION OF SHENZHEN INTERNATIONAL RAILWAY'S PAYMENT OBLIGATIONS UNDER THE TRIPARTITE AGREEMENT

The total consideration payable by Shenzhen International Railway to the Project Manager, i.e. RMB1,652 million (equivalent to approximately HK\$1,796 million), is determined based principally on the estimated prices of materials, construction equipment and professional construction works of the SZ Pinghunan Project, and is identical to the amount payable by the Project Manager to the Constructors under the Below Deck Construction Contract, which was in turn determined through the public tender process under the public resource trading platform designated by the Shenzhen Municipal Government. Such payment will be funded by a combination of the Group's internal and external financing.

REASONS FOR AND BENEFITS OF ENTERING INTO TRIPARTITE AGREEMENT

The Guangzhou Railway Group has the relevant expertise and rich experience in railway and related construction projects with rigorous construction procedures and management systems in railway construction and railway passenger and freight transportation. Since the SZ Pinghunan Project requires high standards in terms of construction efficiency and quality, entrusting the Guangzhou Railway Group to provide construction management services for the development of the SZ Pinghunan Project and to engage professional Constructors to carry out the construction works can satisfy the construction needs of the SZ Pinghunan Project on one hand, and allow the Group to focus its resources on other aspects of the SZ Pinghunan Project on the other hand.

Engaged through the public tender by the Project Manager, the Constructors have been in the PRC construction industry for many years and possess extensive experience in construction. The entering into of the Tripartite Agreement among the parties will further clarify the rights and obligations of each party, which is crucial to the smooth completion of the construction of SZ Pinghunan Project.

In light of the above, the Directors believe that the terms of the Tripartite Agreement are fair and reasonable, and the entering into of the Tripartite Agreement is in the interests of the Company and shareholders as a whole.

GENERAL INFORMATION OF THE PARTIES

The Group is principally engaged in logistics, toll road, port and general-environmental protection businesses. The Group perceives the Guangdong-Hong Kong-Macao Greater Bay Area, the Yangtze River Delta, the Beijing-Tianjin-Hebei areas and major logistics gateway cities as key strategic regions. Through investment, mergers and acquisitions, restructuring and consolidation, the Group focuses on the investment, construction and operation of logistics infrastructure in the four major areas of "Inland Port Networking, Logistics Parks, Air Cargo and Railway Freight Logistics Infrastructure" (including inland ports, urban integrated logistics parks, air cargo terminals and railway logistics terminals) and toll roads. The Group provides its customers with value-added logistics services including intelligent warehouse and integrated cold chain warehousing, and also expanded its business segments to include the comprehensive development of land related to the "logistics + commerce" industries as well as the investment in and operation of general-environmental protection business.

Shenzhen International Railway is a limited liability company incorporated in the PRC and is principally engaged in warehousing, multimodal transportation and transportation agency businesses. Shenzhen International Railway is an indirect non-wholly owned subsidiary of the Company and is indirectly held by the Company and Guangzhou Railway Group as to 90%

and 10%, respectively. It constitutes an insignificant subsidiary of the Group for the purpose of Rule 14A.09 of the Listing Rules.

Guangzhou Railway Group and its branch, being the Project Manager and the same legal entity under PRC laws, is a wholly-owned subsidiary of China State Railway Group Co., Ltd.. It is principally engaged in railway passenger and freight transportation and related services, including the internal and external survey, design, construction and maintenance of railway construction projects. Its ultimate beneficial owner is the State Council of the PRC.

The Constructors is a consortium formed by China Railway Fourth Bureau and Shenzhen Railway Civil Engineering. China Railway Fourth Bureau is a company incorporated in the PRC which principally engages in construction and management of construction projects and general construction contracting, etc. Its ultimate beneficial owner is the State-owned Asset Supervision and Administration Commission of the State Council, a PRC government authority which represents the PRC to perform the responsibilities of investors and supervise and manage state-owned assets authorized pursuant to the law. Shenzhen Railway Civil Engineering is a non-wholly owned subsidiary of Guangzhou Railway Group incorporated in the PRC which principally engages in general construction contracting and professional contracting, etc. Its ultimate beneficial owner is the State Council of the PRC.

Save for Guangzhou Railway Group's shareholding in Shenzhen International Railway and Shenzhen Railway Civil Engineering (being a non-wholly owned subsidiary of Guangzhou Railway Group) as stated above, to the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, each of the Project Manager, China Railway Fourth Bureau and Shenzhen Railway Civil Engineering and their respective ultimate beneficial owner is a party independent of the Company and their connected persons (as defined in the Listing Rules).

LISTING RULE IMPLICATIONS

As one or more of the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules with respect to the Group's payment obligations under the Tripartite Agreement exceeds 5% but are all less than 25%, the entering into of the Tripartite Agreement constitutes a discloseable transaction of the Company which is subject to the reporting and announcement requirements, but is exempt from the shareholders' approval requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Below Deck Construction Contract”	the construction contract in relation to the construction works relating to the portion of the SZ Pinghunan Project for the deck and area below, as entered into between the Project Manager and the Constructors on 24 January 2024
“Board”	the board of Directors
“China Railway Fourth Bureau”	China Railway Fourth Bureau Group Co., Ltd.* (中鐵四局集團有限公司)

“Company”	Shenzhen International Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 00152)
“Construction Agent Contract”	the construction agent contract entered into between Shenzhen International Railway and Guangzhou Railway Group on 27 November 2023
“Constructors”	the consortium formed by China Railway Fourth Bureau and Shenzhen Railway Civil Engineering
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“Guangzhou Railway Group”	China Railway Guangzhou Group Co., Ltd.* (中國鐵路廣州局集團有限公司), being a wholly-owned subsidiary of China State Railway Group Co., Ltd (中國國家鐵路集團有限公司)
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China
“Project Manager”	China Railway Guangzhou Group Co., Ltd. Shenzhen Engineering Construction Headquarters* (中國鐵路廣州局集團有限公司深圳工程建設指揮部), a branch of Guangzhou Railway Group, as the project manager responsible for the construction management of the SZ Pinghunan Project
“RMB”	Renminbi, the lawful currency of the PRC
“Shenzhen International Railway”	Shenzhen Municipal Shenzhen International Railway Logistics Development Company Limited* (深圳市深國鐵路物流發展有限公司), a non-wholly owned subsidiary of the Company incorporated in the PRC and indirectly owned by the Company as to 90%

“Shenzhen Railway Civil Engineering”	Shenzhen Guangzhou Railway Civil Engineering Co., Ltd* (深圳廣鐵土木工程有限公司), a non-wholly owned subsidiary of Guangzhou Railway Group
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“SZ Pinghunan Project”	Shenzhen International Integrated Logistics Hub Center* (深圳國際綜合物流樞紐中心), previously known as SZI Pinghunan Intelligent Logistics Hub, a project located at the south of Pinghu subdistrict of Longgang District, Shenzhen, between the Guangzhou-Shenzhen Railway and the Pinghu Marshalling Station of the Beijing-Kowloon Railway, which is north to Jihe Expressway and to the south and adjacent to Shuiguan Expressway
“Tripartite Agreement”	the tripartite agreement dated 12 March 2024 in relation to the construction works in relation to the portion of the SZ Pinghunan Project for the deck and area below, as entered into by Shenzhen International Railway, the Project Manager and the Constructors
“%”	per cent

By Order of the Board
Shenzhen International Holdings Limited
Liu Wangxin
Joint Company Secretary

12 March 2024

As at the date of this announcement, the Board of the Company consists of Messrs. Li Haitao, Liu Zhengyu, Wang Peihang and Dr. Dai Jingming as executive directors, and Mr. Pan Chaojin, Dr. Zeng Zhi and Dr. Wang Guowen as independent non-executive directors.

In this announcement, conversion of RMB into HK\$ is based on the exchange rate of HK\$1.00 to RMB0.92. The exchange rates have been used, where applicable, for the purposes of illustration only and do not constitute a representation that any amounts in RMB or HK\$ were or may have been exchanged at this or any other rates or at all.

** The English transliteration of the Chinese name(s) in this announcement, where indicated, is included for information purpose only, and should not be regarded as the official English name(s) of such Chinese name(s).*