

TANCO HOLDINGS BERHAD (“TANCO” OR THE “COMPANY”)

CONSORTIUM FRAMEWORK COOPERATION AGREEMENT BETWEEN TANCO BUILDERS SDN BHD AND CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION

1. INTRODUCTION

The Board of Directors of Tanco wishes to announce that its indirect wholly owned subsidiary, namely Tanco Builders Sdn Bhd (“**TBSB**”), had on 1 October 2025 entered into a Consortium Framework Cooperation Agreement (“**CFCA**”) with China Civil Engineering Construction Corporation (“**CCECC**”) in relation to forming a consortium to prepare a joint submission to the Government of Malaysia regarding the engineering, procurement and construction (“**EPC**”) contracting and financing for transportation infrastructure projects in Malaysia (hereinafter the “**Project**”), with the objective of securing the overall EPC contract for the Project.

(Both TBSB and CCECC shall hereinafter be referred to as the “**Parties**”)

2. INFORMATION ON CCECC

CCECC a large-scale state-owned enterprise with Chinese national Super Grade Qualification for railway project contracting, and has extensive experience in international contracting and economic cooperation.

3. SALIENT CONTENTS OF THE CFCA

3.1 Scope of Cooperation

- (a) TBSB shall be responsible for the direct negotiations and public relationship coordination for the entire Project and for obtaining the general contracting rights for the Project, as well as the external Project management and coordination during the post contract period, along with participating in the localized Project management.
- (b) CCECC shall provide technical expertise and resources for the design, procurement, construction, commissioning test and operation of the Project system, in accordance with the requirements and specifications set forth by the employer or project owner; and to facilitate the employer or project owner to secure the financing for the Project, subject to such conditions required to support the funding, and to guarantee the Project performance and delivery.
- (c) The Parties shall form a closely integrated joint venture consortium, with TBSB acting as the lead member holding 51% equity interest and CCECC holding 49% equity interest.

3.2 Matters on which the Parties intend to conduct further negotiations

- (a) Specific contract terms, including but not limited to the scope of work, cost, timeline, and quality standards for the construction of the Project.
- (b) The terms of any Joint Venture or Consortium partnership arrangement that may be formed between TBSB and CCECC for the purpose of executing the Project.

3.3 Steps to be taken by the Parties after signing of the CFCA

The parties will in good faith negotiate the terms and conditions of the subsequent agreement(s) or formal contract within the next 180 working days.

3.4 Governing Law and Arbitration

The CFCA shall be governed by the laws of Malaysia.

4. RATIONALE

The CFCA supports the Group's strategy to further expand its building and construction sector into the transportation infrastructure projects in Malaysia. This will also help the Group tap into the expertise and network of qualified, experienced, capable, reputable and branded partners.

5. FINANCIAL EFFECTS OF THE CFCA

The CFCA will not have any effects on the share capital, substantial shareholders' shareholdings, net asset per share, gearing and earnings per share of the Company.

6. APPROVALS REQUIRED

The CFCA is not subject to the approval of the Company's shareholders or any regulatory authorities.

7. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM

None of the Directors, major shareholders of Tanco and/or persons connected with them have any interest, direct or indirect, in the CFCA.

8. DIRECTOR'S STATEMENT

The Board of Directors of Tanco, having reviewed and considered the terms and conditions of the CFCA, is of the opinion that the CFCA is in the best interest of the Company.

9. DOCUMENTS AVAILABLE FOR INSPECTION

The CFCA is available for inspection at the registered office of Tanco during office hours from Monday to Friday (except public holidays) at No.1, Jalan Bandar 1, Pusat Bandar Puchong, 47160 Puchong, Selangor for a period of 3 months from the date of this announcement.

This announcement is dated 1 October 2025.