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Tianjin Capital Environmental Protection Group Company Limited
天津創業環保集團股份有限公司

(a joint stock limited company incorporated in the People's Republic of China with limited liability)
(Stock Code: 1065)

CONTINUING CONNECTED TRANSACTIONS FIRST TENDER SECTION FIRST BATCH AGREEMENT AND SECOND TENDER SECTION FIRST BATCH AGREEMENT IN RELATION TO THE 2026 RECLAIMED WATER SUPPORTING CONSTRUCTION EPC PROJECT

The Board hereby announces that on 12 February 2026, the Board considered and approved a resolution in relation to entering into the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement, pursuant to which, Water Recycling Company (a wholly-owned subsidiary of the Company) commissioned (i) Chengtou Architectural and Expressway Construction to provide EPC general contracting services for the first tender section of the first batch of the Project during the First Tender Section First Batch Service Period, and (ii) Huamiao Planning and Expressway Construction to provide EPC general contracting services for the second tender section of the first batch of the Project during the Second Tender Section First Batch Service Period, respectively, including the design and installation work of all engineering projects involved.

Implications under the Listing Rules

As at the date of this announcement, Tianjin Infrastructure Construction is the ultimate holding company of the Company, Expressway Construction is an indirect wholly-owned subsidiary of Tianjin Infrastructure Construction, and Huamiao Planning is a subsidiary of a 30%-controlled company of Tianjin Infrastructure Construction. Therefore, under Chapter 14A of the Listing Rules, both Expressway Construction and Huamiao Planning are associates of Tianjin Infrastructure Construction, and are deemed connected persons of the Company. Pursuant to Chapter 14A of the Listing Rules, the transactions contemplated under the First Tender Section First Batch Agreement and Second Tender Section First Batch Agreement constitute continuing connected transactions of the Company.

As one or more applicable percentage ratios for the maximum annual caps under the Agreements, the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement (as aggregated on an annual basis) exceed 0.1% but each of them is less than 5%, the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement are only subject to the reporting and announcement requirements but exempt from the independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

INTRODUCTION

References are made to the Company's (i) continuing connected transaction announcement dated 3 September 2025 in respect of the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement in relation to the 2025 Reclaimed Water Supporting Construction EPC project; and (ii) the continuing connected transaction announcement dated 24 October 2025 in respect of the First Tender Section Second Batch Agreement and the Second Tender Section Second Batch Agreement in relation to the 2025 Reclaimed Water Supporting Construction EPC project (collectively, the "**Announcements**"). Unless otherwise indicated, terms used in this announcement shall have the same meanings as defined in the Announcements.

The Board hereby announces that on 12 February 2026, the Board considered and approved a resolution in relation to entering into the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement, pursuant to which, Water Recycling Company (a wholly-owned subsidiary of the Company) commissioned (i) Chengtou Architectural and Expressway Construction to provide EPC general contracting services for the first tender section of the first batch of the Project during the First Tender Section First Batch Service Period, and (ii) Huamiao Planning and Expressway Construction to provide EPC general contracting services for the second tender section of the first batch of the Project during the Second Tender Section First Batch Service Period, respectively, including the design and installation work of all engineering projects involved.

The principal terms of the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement are summarized as follows:

I. First Tender Section First Batch Agreement

Parties:	(a) Water Recycling Company (as the contract issuer); (b) Chengtou Architectural (as the contractor); and (c) Expressway Construction (as the contractor).
Scope of service:	The design and installation work of all engineering projects involved in the EPC general contracting for the first tender section of the first batch of the Project, including 18 sub-projects.
Duration:	The service period is scheduled from the commencement date (i.e. 7 March 2026) and until the completion date of the Project which is expected to be 31 May 2026, the specific commencement and completion dates shall be subject to the actual progress of the Project.
Service fees:	The service fees for the First Tender Section First Batch Agreement is RMB9,603,536 (tax inclusive) (the "**Service Fees for the First Tender Section First Batch**"), of which the amount of the design fees is RMB322,315 (the "**Design Fees for the First Tender Section First Batch**"), the amount of the construction and installation engineering fees is RMB9,281,021 (the "**Construction and Installation Engineering Fees for the First Tender Section First Batch**").

In accordance with the applicable PRC laws and regulations and relevant provisions for project construction management, Water Recycling Company selected the general contractor for the first tender section of the first batch of the Project by way of open tender.

According to the tender invitation documents, the settlement price of design fee shall be determined by taking the settlement price of the construction and installation engineering fee as the base and multiplying it by the design winning bid rate; the settlement price of construction and installation engineering fees shall be based on the actual amount of work, and shall be determined by multiplying the budget price (as reviewed by the consulting unit and confirmed by Water Recycling Company) by the bid rate of construction and installation engineering fees.

Through open bidding, Chengtou Architectural and Expressway Construction made a successful bid with a design fee rate of 3.475% and a construction and installation engineering fee rate of 91%. The pricing and terms of their bid are no more favourable than the price and terms awarded to other independent third-party contractors and/or service providers of the Company. Among them, Chengtou Architectural is responsible for the design work, and Expressway Construction is responsible for the construction and installation work.

Based on the foregoing, the Board considers that the pricing principles and basis for the Service Fees for the First Tender Section First Batch are in line with fairness and general commercial principles, the terms are fair and reasonable, and in the interests of the Company and its Shareholders as a whole.

Payment method: Water Recycling Company shall pay the Design Fees for the First Tender Section First Batch to Chengtou Architectural and the Construction and Installation Engineering Fees for the First Tender Section First Batch to Expressway Construction, respectively.

Water Recycling Company shall pay the Design Fees for the First Tender Section First Batch according to the following schedule and timeline:

1. Upon completion of the sub-project's construction drawing design and approval by Water Recycling Company, a payment equal to 30% of the sub-project's audited budget amount multiplied by the design bid rate will be disbursed; and

2. Upon completion and acceptance of all engineering projects, a payment up to 100% of such sub-project's design settlement amount (i.e. the amount confirmed by multiplying the settlement price of construction and installation engineering fees by the design bid rate, after project completion and acceptance) will be disbursed.

Water Recycling Company shall pay the Construction and Installation Engineering Fees for the First Tender Section First Batch according to the actual progress of the Project:

1. Upon completion of 30% of the sub-project's construction volume, 30% of the audited budget amount for that sub-project will be paid (payment will be made in proportion to the amount of engineering work completed);

2. Upon completion of the sub-project (upon successful pipeline pressure testing), payment will be made up to 80% of the audited budget amount;

3. Upon successful general acceptance of the sub-project (including on-site acceptance and submission and approval of completion drawings and completion documentation), payment will be made up to 90% of the audited budget amount;

4. Within 60 days after the completion of final settlement of the sub-project, disbursement will be made up to 97% of the settlement amount of the sub-project; and

5. After the expiration of the defect liability period (2 years), payment will be made up to 100% of the settlement amount of the construction and installation engineering fees.

Of which, the audited budget amount is determined by multiplying the budget price (as reviewed by the consulting unit and confirmed by Water Recycling Company) by the bid rate for construction and installation engineering fees. The settlement amount is determined after the project completion and acceptance, on the basis of the actual amount of work, by multiplying the budget price (as reviewed by the consulting unit and confirmed by Water Recycling Company) by the bidding rate of construction and installation engineering fees. The term of this agreement shall not be more than three years. However, due to the nature of the Project, it is expected that the retention deposit of approximately RMB284,000 will be paid within two years after the completion acceptance of the Project (i.e. on or before 31 December 2030).

II. Second Tender Section First Batch Agreement

Parties:

(a) Water Recycling Company (as the contract issuer);

(b) Huamiao Planning (as the contractor); and

(c) Expressway Construction (as the contractor).

Scope of Service: The design and installation work of all engineering projects involved in the EPC general contracting for the second tender section of the first batch of the Project, including 9 sub-projects.

Duration: The service period is scheduled from the commencement date (i.e. 7 March 2025) and until the completion date of the Project, which is expected to be 31 May 2026, the specific commencement and completion dates shall be subject to the actual progress of the Project.

Service Fees: The service fees for the Second Tender Section First Batch Agreement is RMB1,472,355 (tax inclusive) (the "**Service Fees for the Second Tender Section First Batch**"), of which the amount of the design fees is RMB49,375 (the "**Design Fees for the Second Tender Section First Batch**"), the amount of the construction and installation engineering fees is RMB1,422,980 (the "**Construction and Installation Engineering Fees for the Second Tender Section First Batch**").

In accordance with the applicable PRC laws and regulations and relevant provisions for project construction management, Water Recycling Company selected the general contractor for the second tender section of the first batch of the Project by way of open tender.

According to the tender invitation documents, the settlement price of design fee shall be determined by taking the settlement price of the construction and installation engineering fee as the base and multiplying it by the design winning bid rate; the settlement price of construction and installation engineering costs shall be based on the actual amount of work, and shall be determined by multiplying the budget price (as reviewed by the consulting unit and confirmed by Water Recycling Company) by the bid rate of construction and installation engineering fees.

Through open bidding, Huamiao Planning and Expressway Construction made a successful bid with a design fee rate of 3.475% and a construction and installation engineering fee rate of 91%. The pricing and terms of their bids are no more favourable than the price and terms awarded to other independent third-party contractors and/or service providers of the Company. Among them, Huamiao Planning is responsible for the design work, and Expressway Construction is responsible for the construction and installation work.

Based on the foregoing, the Board considers that the pricing principles and basis for the Service Fees for the Second Tender Section First Batch are in line with fairness and general commercial principles, the terms are fair and reasonable, and in the interests of the Company and its Shareholders as a whole.

Payment method: Water Recycling Company shall pay the Design Fees for the Second Tender Section First Batch to Huamiao Planning and the Construction and Installation Engineering Fees for the Second Tender Section First Batch to Expressway Construction, respectively.

Water Recycling Company shall pay the Design Fees for the Second Tender Section First Batch according to the following schedule and timeline:

1. Upon completion of the sub-project's construction drawing design and approval by Water Recycling Company, a payment equal to 30% of the sub-project's audited budget amount multiplied by the design bid rate will be disbursed; and

2. Upon completion and acceptance of all engineering projects, a payment up to 100% of such sub-project's design settlement amount (i.e. the amount confirmed by multiplying the settlement price of construction and installation engineering fees by the design bid rate, after project completion and acceptance) will be disbursed.

Water Recycling Company shall pay the Construction and Installation Engineering Fees for the Second Tender Section First Batch according to the actual progress of the Project:

1. Upon completion of 30% of the sub-project's construction volume, 30% of the audited budget amount for that sub-project will be paid (payment will be made in proportion to the amount of engineering work completed);

2. Upon completion of the sub-project (upon successful pipeline pressure testing), payment will be made up to 80% of the audited budget amount;

3. Upon successful general acceptance of the sub-project (including on-site acceptance and submission and approval of completion drawings and completion documentation), payment will be made up to 90% of the audited budget amount;

4. Within 60 days after the completion of final settlement of the sub-project, disbursement will be made up to 97% of the settlement amount of the sub-project; and

5. After the expiration of the defect liability period (2 years), payment will be made up to 100% of the settlement amount of the construction and installation engineering fees.

Of which, the audited budget amount is determined by multiplying the budget price (as reviewed by the consulting unit and confirmed by Water Recycling Company) by the bid rate for construction and installation engineering fees. The settlement amount is determined after the project completion and acceptance, on the basis of the actual amount of work, by multiplying the budget price (as reviewed by the consulting unit and confirmed by Water Recycling Company) by the bidding rate of construction and installation engineering fees. The term of this agreement shall not be more than three years. However, due to the nature of the Project, it is expected that the retention deposit of approximately RMB44,000 will be paid within two years after the completion acceptance of the Project (i.e. on or before 31 December 2030).

ANNUAL CAPS

As disclosed in the Announcements, Water Recycling Company entered into (i) the First Tender Section First Batch Agreement with Chengtou Architectural and Expressway Construction on 16 September 2025; (ii) the Second Tender Section First Batch Agreement with Huamiao Planning and Expressway Construction on 15 September 2025; (iii) the First Tender Section Second Batch Agreement with Chengtou Architectural and Expressway Construction on 24 October 2025; and (iv) the Second Tender Section Second Batch Agreement with Huamiao Planning and Expressway Construction on 24 October 2025, respectively (collectively, the "**Agreements**").

As the continuing connected transactions under the Agreements, the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement are conducted respectively with Expressway Construction, an indirect subsidiary of Tianjin Infrastructure Construction, the ultimate holding company of the Company, and Huamiao Planning, a subsidiary of a 30%-controlled company of Tianjin Infrastructure Construction, and the nature of the transactions are similar. Therefore, the continuing connected transactions contemplated under the Agreements, the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement shall be aggregated in accordance with the requirements of Rules 14A.81 and 14A.83 of the Listing Rules.

2026 Annual Cap

Pursuant to (1) the First Tender Section First Batch Agreement, the Company expects that the total amount of the Construction and Installation Engineering Fees for the First Tender Section First Batch payable by Water Recycling Company to Expressway Construction not to exceed RMB5.00 million for the financial year ending 31 December 2026 of the Company; and (2) the Second Tender Section First Batch Agreement, the Company expects that the total amount of the Design Fees for the Second Tender Section First Batch payable by Water Recycling Company to Huamiao Planning not to exceed RMB50,000, and the total amount of the Construction and Installation Engineering Fees for the Second Tender Section First Batch payable by Water Recycling Company to Expressway Construction not to exceed RMB0.80 million, for the financial year ending 31 December 2026 of the Company.

As stated in the Announcements, for the year ending 31 December 2026 of the Company, the 2026 annual cap under the Agreements, as aggregated, shall not be exceed RMB14.57 million.

Therefore, for the year ending 31 December 2026 of the Company, the 2026 annual cap under the Agreements, the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement, as aggregated, shall not exceed RMB20.42 million.

2027 Annual Cap

Pursuant to (1) the First Tender Section First Batch Agreement, the Company expects that the total amount of the Construction and Installation Engineering Fees for the First Tender Section First Batch payable by Water Recycling Company to Expressway Construction not to exceed RMB7.60 million for the financial year ending 31 December 2027 of the Company; and (2) the Second Tender Section First Batch Agreement, the Company expects that the total amount of the Design Fees for the Second Tender Section First Batch payable by Water Recycling Company to Huamiao Planning not to exceed RMB50,000, and the total amount of the Construction and Installation Engineering Fees for the Second Tender Section First Batch payable by Water Recycling Company to Expressway Construction not to exceed RMB0.80 million, for the financial year ending 31 December 2027 of the Company.

As stated in the Announcements, for the year ending 31 December 2027 of the Company, the 2027 annual cap under the Agreements, as aggregated, shall not be exceed RMB12.87 million.

Therefore, for the year ending 31 December 2027 of the Company, the 2027 annual cap under the Agreements, the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement, as aggregated, shall not exceed RMB21.32 million.

2028 Annual Cap

Pursuant to (1) the First Tender Section First Batch Agreement, the Company expects that the total amount of the Construction and Installation Engineering Fees for the First Tender Section First Batch payable by Water Recycling Company to Expressway Construction not to exceed RMB5.00 million for the financial year ending 31 December 2028 of the Company; and (2) the Second Tender Section First Batch Agreement, the Company expects that the total amount of the Design Fees for the Second Tender Section First Batch payable by Water Recycling Company to Huamiao Planning not to exceed RMB40,000, and the total amount of the Construction and Installation Engineering Fees for the Second Tender Section First Batch payable by Water Recycling Company to Expressway Construction not to exceed RMB0.60 million, for the financial year ending 31 December 2028 of the Company.

Therefore, for the financial year ending 31 December 2028, the annual caps for the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement, as aggregated, shall not exceed RMB5.64 million.

The annual caps for the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement are determined with reference to, among other things, (1) the anticipated progress of the relevant work and tasks under the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement; and (2) the relevant terms regarding the determining factors and payment methods for the aforementioned service fees under the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement.

REASONS FOR AND BENEFITS OF ENTERING INTO THE FIRST TENDER SECTION FIRST BATCH AGREEMENT AND THE SECOND TENDER SECTION FIRST BATCH AGREEMENT

As the designated provider of reclaimed water infrastructure for newly constructed residential and public buildings in Tianjin, Water Recycling Company is responsible for constructing and subsequently operating related facilities of the reclaimed water infrastructure, and is tasked for undertaking and making the connection of reclaimed water pipelines within new residential and public building projects. Water Recycling Company primarily generates revenue from water sales while expanding its pipeline connection services. The Board believes that the implementation of this project by Water Recycling Company meets relevant planning requirements of Tianjin and complies with industrial policies at both the municipal and national levels.

Additionally, Chengtou Architectural, Huamiao Planning and Expressway Construction have relevant experience and expertise in the construction of municipal infrastructure and pipeline network. The entering into of the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement ensures that the quality of pipeline network connection services of Water Recycling Company is in line with standards.

The terms of First Tender Section First Batch Agreement and Second Tender Section First Batch Agreement are determined after arm's length negotiations between the parties. The Directors (including the independent non-executive Directors) are of the view that the First Tender Section First Batch Agreement and Second Tender Section First Batch Agreement are on normal commercial terms and entered into during the usual and ordinary course of business of the Company, the terms of which are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

INFORMATION OF PARTIES

The Company is principally engaged in the investment, construction, design, management, operation, technical consultation and auxiliary services for sewage water, tap water and other types of water treatment facilities; the design, construction, management, building and operational management of municipal infrastructures; license operation, technical consultation and auxiliary services of Southeastern Half Ring Urban Road of the Middle Ring of Tianjin; development and operation of environmental protection technology and products; leasing of self-owned properties, etc. Tianjin Infrastructure Construction is the ultimate holding company of the Company and the sole shareholder of TMICL (the controlling shareholder of the Company), holding 100% equity interest in TMICL.

Water Recycling Company is a direct wholly-owned subsidiary of the Company. Its business scope includes the construction and operation of urban water supply, drainage, sewage treatment, and recycled water utilization projects.

Chengtou Architectural is a limited liability company incorporated in the PRC, its business scope includes Construction project design; Construction project quality inspection; Construction project works; Construction project surveying; Engineering cost consulting services; Residential interior decoration and renovation; Territorial spatial planning compilation; Surveying and mapping services. General projects: Professional design services; Fire protection technical services; Technical services, technical development, technical consulting, technical exchange, technology transfer, technology promotion; Power generation technical services; Planning and design management; Environmental protection consulting services; Industrial design services; Engineering management services; Water pollution treatment; Bidding and tendering agency services. As of the date of this announcement, the shareholders of Chengtou Architectural are Li Yazhuan, Zhang Quan'gen, Dai Chunling and Tianjin Jiuding Xingsheng Enterprise Management Center (Limited Partnership), holding 65%, 20%, 10%, and 5% of the equity interests, respectively. The ultimate beneficial owner of Chengtou Architectural is natural person Li Yazhuan. To the best of the Directors' knowledge, information, and belief and having made all reasonable enquiries, both Chengtou Architectural and its ultimate beneficial owner are third parties independent of the Company and its connected persons.

Expressway Construction is an indirect wholly-owned subsidiary of Tianjin Infrastructure Construction, its business scope includes General projects: Landscape greenery engineering construction; Project management services; Bidding and tendering agency services; Property management; Conference and exhibition services; Sales of agricultural and sideline products; Machinery and equipment leasing; Advertising production; Advertising design, agency; Leasing of residential housing; Sales of building materials; Sales of lightweight building materials; Sales of valve and plugs; Sales of metal structure; Sales of special equipment; Sales of mechanical and electrical equipment; Sales of rubber product; Construction of metal doors and windows; Interior wooden door and window installation services; Sales of doors and windows. Licensed projects: Residential interior decoration and renovation; Sales of food; Construction project engineering. As of the date of this announcement, the ultimate holding company of Expressway Construction is Tianjin Infrastructure Construction.

Huamiao Planning is a limited liability company incorporated in the PRC, with business scope including Licensed projects: Construction project design; Construction project surveying; Surveying and mapping services; Engineering cost consulting services. General projects: Engineering management services; Engineering technical services (excluding planning management, survey, design and supervision); Sales of environmental protection dedicated equipment; Water conservancy related consulting services; Environmental protection consulting services; Safety consulting services; Water conservancy intelligence mobile services; Water environment pollution prevention and control services; Sales of mechanical equipment; Technical services; Technology development, technical consulting, technical exchange, technology transfer, technology promotion; Office services. As of the date of this announcement, the shareholders of Huamiao Planning are Water Group and Tianjin Public Utilities Design Institute, holding 93.3333% and 6.6667% equity interests respectively. 51% of Water Group's equity is held by Guoxing Capital, with the remaining 49% held by Tianjin State-owned Capital Investment and Operation Co., Ltd. 51% of Guoxing Capital's equity is held by the Tianjin SASAC, with the remaining 49% held by Tianjin Infrastructure Construction.

Tianjin Infrastructure Construction is principally engaged in investment in river comprehensive development and renovation, subway, urban roads and bridges, underground pipeline networks and urban environment infrastructures with self-owned funds; investment planning; corporate management consultation; market construction development services; leasing of self-owned properties; leasing of infrastructures and development and operation of utilities; and construction investment consultation. As of the date of this announcement, the ultimate beneficial owner of Tianjin Infrastructure Construction is Tianjin SASAC.

IMPLICATIONS UNDER THE LISTING RULES

As stated above, as at the date of this announcement, Tianjin Infrastructure Construction is the ultimate holding company of the Company, Expressway Construction is an indirect wholly-owned subsidiary of Tianjin Infrastructure Construction, and Huamiao Planning is a subsidiary of a 30%-controlled company of Tianjin Infrastructure Construction. Therefore, under Chapter 14A of the Listing Rules, both Expressway Construction and Huamiao Planning are associates of Tianjin Infrastructure Construction, and are deemed connected persons of the Company. Pursuant to Chapter 14A of the Listing Rules, the transactions contemplated under the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement constitute continuing connected transactions of the Company.

As one or more applicable percentage ratios for the maximum annual caps under the Agreements, the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement (as aggregated on an annual basis) exceed 0.1% but each of them is less than 5%, the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement are only subject to the reporting and announcement requirements but exempt from the independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

GENERAL

As at the date of this announcement, Mr. Tang Fusheng, an executive Director, and Mr. Wang Yongwei and Mr. Li Xiaoguang, non-executive Directors, are connected with Tianjin Infrastructure Construction and are deemed unable to act independently in recommending opinions to the Board. Accordingly, they have abstained from voting on the Board resolution approving the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement and the transactions contemplated thereunder. Save as stated above, no Director has a material interest in the First Tender Section First Batch Agreement and the Second Tender Section First Batch Agreement and the transactions contemplated thereunder, or is required to abstain from voting on the relevant Board resolutions.

DEFINITIONS

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

"2025 Reclaimed Water Supporting Construction"	the 2025 Reclaimed Water Supporting Project Construction EPC Project
"30%-controlled company"	has the meaning ascribed to it under the Listing Rules

"Agreements"	Water Recycling Company entered into (i) the First Tender Section First Batch Agreement with Chengtou Architectural and Expressway Construction on 16 September 2025; (ii) the Second Tender Section First Batch Agreement with Huamiao Planning and Expressway Construction on 15 September 2025; (iii) the First Tender Section Second Batch Agreement with Chengtou Architectural and Expressway Construction on 24 October 2025; and (iv) the Second Tender Section Second Batch Agreement with Huamiao Planning and Expressway Construction on 24 October 2025, respectively
"associate(s)"	has the meaning ascribed to it in the Listing Rules
"Board"	the board of Directors
"Chengtou Architectural"	Tianjin Chengtou Architectural Design Co., Ltd.*(天津城投建築設計有限公司), a limited liability company incorporated in the PRC, which is an independent third party to the Company
"Company"	Tianjin Capital Environmental Protection Group Company Limited, a joint stock limited company established in the PRC, whose A shares and H shares are listed on the Shanghai Stock Exchange and the Stock Exchange, respectively
"connected person(s)"	has the meaning ascribed to it in the Listing Rules
"controlling shareholder"	has the meaning ascribed to it by the Listing Rules
"Director"	a director of the Company
"Expressway Construction"	Tianjin Expressway Construction Engineering Co., Ltd.*(天津高速建設工程有限公司), a limited liability company established in the PRC, an indirect wholly-owned subsidiary of Tianjin Infrastructure Construction
"First Tender Section First Batch Agreement"	the agreement to be entered into between Water Recycling Company, Chengtou Architectural and Expressway Construction for the provision of EPC general contracting services for the first tender section of the first batch of the Project during the First Tender Section First Batch Service Period, as commissioned by Water Recycling Company to Chengtou Architectural and Expressway Construction
"First Tender Section First Batch Service Period"	the service period under the First Tender Section First Batch Agreement, scheduled from the commencement date (i.e. 7 March 2026) and until the completion date of the Project which is expected to be 31 May 2026, the specific commencement and completion dates shall be subject to the actual progress of the Project

"Group"	the Company and its subsidiaries
"Guoxing Capital"	Tianjin Guoxing Capital Operation Co., Ltd.*(天津國興資本運營有限公司), a limited liability company incorporated in the PRC, a non-wholly owned subsidiary of the Tianjin SASAC and a 30%-controlled company of Tianjin Infrastructure Construction
"Hong Kong"	Hong Kong Special Administrative Region of the PRC
"Huamiao Planning"	Tianjin Water Group Huamiao Planning Survey and Design Research Institute Co., Ltd.*(天津水務集團華淼規劃勘測設計研究院有限公司), a limited liability company incorporated in the PRC, being a subsidiary of a 30%-controlled company held by Tianjin Infrastructure Construction
"Listing Rules"	The Rules Governing the Listing of Securities on the Stock Exchange
"percentage ratio(s)"	has the meaning ascribed to it under the Listing Rules
"PRC"	the People's Republic of China, for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region of the PRC and Taiwan
"Project"	the 2026 reclaimed water supporting project construction EPC project
"RMB"	Renminbi, the lawful currency of the PRC
"Second Tender Section First Batch Agreement"	the agreement to be entered into between Water Recycling Company, Huamiao Planning and Expressway Construction for the provision of EPC general contracting services for the second tender section of the first batch of the Project during the Second Tender Section First Batch Service Period, as commissioned by Water Recycling Company to Huamiao Planning and Expressway Construction
"Second Tender Section First Batch Service Period"	the service period under the Second Tender Section First Batch Agreement, scheduled from the commencement date (i.e. 7 March 2026) and until the completion date of the Project which is expected to be 31 May 2026, the specific commencement and completion dates shall be subject to the actual progress of the Project
"Share(s)"	ordinary shares with a par value of RMB1.00 per share in the Company's existing share capital
"Shareholder(s)"	holder(s) of Shares
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

"Tianjin Infrastructure Construction"	Tianjin City Infrastructure Construction and Investment Group Co., Ltd.*(天津城市基礎設施建設投資集團有限公司), the ultimate controlling company of the Company and the sole shareholder of TMICL, holding 100% equity interest in TMICL
"Tianjin SASAC"	Tianjin Municipal People's Government State-owned Assets Supervision and Administration Commission, a Chinese government authority as defined under Rule 19A.04 of the Listing Rules
"TMICL"	Tianjin Municipal Investment Co., Ltd.*(天津市政投資有限公司), the controlling shareholder of the Company, holding approximately 45.57% equity interest in the Company
"Water Group"	Tianjin Water Group Co., Ltd.*(天津水務集團有限公司), a limited liability company incorporated in the PRC and a non-wholly owned subsidiary of Guoxing Capital
"Water Recycling Company"	Tianjin Water Recycling Co., Ltd.*(天津中水有限公司), a limited liability company incorporated in the PRC and a direct wholly-owned subsidiary of the Company, its business scope includes the construction and operation of urban water supply, drainage, sewage treatment and reclaimed water utilization projects
"%"	Per cent.

By Order of the Board
Tang Fusheng
Chairman

Tianjin, the PRC
12 February 2026

As at the date of this announcement, the Board comprises three executive Directors: Mr. Tang Fusheng, Mr. Fu Xinghai (employee Director) and Ms. Nie Yanhong; three non-executive Directors: Mr. Wang Yongwei, Mr. Li Xiaoguang and Mr. Liu Tao; and three independent non-executive Directors: Ms. Liu Fei, Mr. Wang Shanggan and Mr. Xue Tao.

* *For identification purposes only*