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中國水業集團有限公司*
CHINA WATER INDUSTRY GROUP LIMITED

(Incorporated in the Cayman Islands with limited liability)
(Stock code: 1129)

INSIDE INFORMATION UPDATE ON WINGING-UP PETITION

This announcement is made by China Water Industry Group Limited pursuant to Rule 13.09(2)(a) and Rule 13.25(1)(b) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the Inside Information Provisions (as defined under the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

References are made to (i) the announcements of the Company dated 18 November 2025, 20 November 2025, 25 November 2025, 27 November 2025, 21 January 2026, 11 February 2026, 6 March 2026, 13 March 2026, 24 March 2026 and 31 March 2026 in relation to the winding-up petition presented against the Company (collectively, the “**Announcements**”); and (ii) the circular (the “**Circular**”) of the Company dated 20 March 2026 in relation to, among other things, the proposed issue of convertible bonds under specific mandate. Unless otherwise defined, capitalised terms used herein shall have the same meanings as those defined in the Announcements and the Circular.

As disclosed in the Circular, the Subscription Agreement is conditional on, *inter alia*, the entering into of the Rescheduling Deed. The Company hereby announces that on 10 April 2026 (after trading hours of the Stock Exchange), the Company and IFC have entered into the formal Rescheduling Deed amending and supplementing the IFC Loan Agreement, pursuant to which the Company and IFC have conditionally agreed to amend certain terms of the IFC Loan Agreement to give effect to the proposed debt restructuring of the Company, which would involve, among other things:

- (i) the use of the Bridging Loan in the principal amount of HK\$131.33 million (equivalent to approximately RMB118.0 million) for partial settlement of the IFC Indebtedness within eight (8) Business Days after the date of the Rescheduling Deed (the “**First Rescheduling Payment**”);
- (ii) the issue of the Convertible Bonds;

* For identification purpose only

- (iii) the use of the proceeds of the first tranche of the Convertible Bond to repay in full the principal of the Bridging Loan in the sum of HK\$131.33 million (equivalent to approximately RMB118.0 million) within five (5) business days upon fulfilment (or waiver) of the conditions precedent under the Subscription Agreement;
- (iv) the use of the proceeds of the subsequent tranches of the Convertible Bonds to repay the IFC Indebtedness in the following manner:

Tranche	Expected Completion Date	Principal Amount of the Convertible Bonds	Intended Use of Proceeds	Subsequent Rescheduled IFC Loan Principal Repayment Date	Subsequent Rescheduled IFC Loan Principal Repayment
2nd	on the 5th Business Day before 30 June 2026	HK\$36.73 million (equivalent to approximately RMB33.00 million)	To be applied towards the partial settlement of the existing indebtedness of the Company (including the IFC Indebtedness)	30 June 2026	RMB30.30 million
3rd	on the 5th Business Day before 30 September 2026	HK\$36.73 million (equivalent to approximately RMB33.00 million)		30 September 2026	RMB30.30 million
4th	on the 5th Business Day before 15 December 2026	HK\$36.73 million (equivalent to approximately RMB33.00 million)		15 December 2026	RMB30.30 million
5th	on the 5th Business Day before 31 March 2027, or in the event that the Subscribers of the Convertible Bonds elect an early completion of the subscription of the Tranche 5 Bond, on a date falling on the 5th Business Day before 30 December 2026	HK\$36.73 million (equivalent to approximately RMB33.00 million)		31 March 2027 (or 30 December 2026 if the Subscribers of the Convertible Bonds choose to complete the subscription of the 5th tranche of the Convertible Bonds earlier)	the remaining balance of the IFC Indebtedness

- (v) the creation and perfection of security over certain bank accounts of NCW and the Company in favour of IFC; and
- (vi) the rescheduling of the proposed repayment dates of the IFC Indebtedness as set out in the table above.

The proposed repayment schedule of the IFC Indebtedness is aligned with the subscription timetable of the Convertible Bonds, of which the Bond Consideration from the Tranche 1 Bonds will be utilised to settle the Bridging Loan and the Bond Consideration from the subsequent tranches of the Convertible Bonds to be subscribed will be utilised to repay the IFC Indebtedness and other liabilities of the Company, the completion date of the respective tranche of the Convertible Bonds is in line with the rescheduled repayment dates of the IFC Indebtedness.

In light of the above, the Board is of the view that entering into of the Rescheduling Deed would give the Company sufficient breathing space by rescheduling the repayment dates of the IFC Indebtedness and mitigate the risk of the Company being wound up and is therefore in the interest of the Company and the Shareholders as a whole.

As at the date of this announcement, no winding-up order has been granted by the Court to wind up the Company. The Company will endeavor to fulfil the conditions of the Rescheduling Deed and keep active and good communication with the Petitioner and the Supporting Creditors, and, adhering to the principle of fairness to other creditors, to negotiate with the Petitioner and the Supporting Creditors amicably and properly handle the related matters (including making efforts to procure the withdrawal or dismissal of the Petition as soon as possible).

The Company will make further announcement(s) to keep its shareholders and investors informed of any significant developments in relation to the Petition as and when appropriate.

Shareholders and potential investors of the Company are advised to exercise caution when dealing in the shares of the Company.

By order of the Board
China Water Industry Group Limited
Mr. Zhu Yongjun
Chairman and Executive Director

Hong Kong, 10 April 2026

As at the date of this announcement, the Board comprises Mr. Zhu Yongjun (Chairman) and Ms. Chu Yin Yin Georgiana, all being executive Directors and Mr. Wong Siu Keung, Joe, Mr. Lam Cheung Shing, Richard and Mr. Mak Ka Wing, Patrick, all being independent non-executive Directors.