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Tibet Water Resources Ltd.

西藏水資源有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1115)

**PROPOSED ISSUE OF
8% CONVERTIBLE BONDS IN PRINCIPAL AMOUNT OF
HK\$138,000,000 DUE 2025**

PROPOSED ISSUE OF 8% CONVERTIBLE BONDS

The Board hereby announces that on 13 February 2025 (after trading hours), the Company entered into the Subscription Agreement with the Subscriber, whereby the Subscriber agreed to subscribe for and the Company agreed to issue the Bonds with an aggregate principal amount of HK\$138,000,000.

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$0.345, the Bonds will be convertible into 400,000,000 Shares, representing approximately 8.74% of the existing issued share capital of the Company and approximately 8.03% of the issued share capital of the Company as enlarged by the issue of the Conversion Shares.

The Conversion Shares will be issued and allotted by the Company pursuant to the general mandate granted to the Directors at the annual general meeting of the Company held on 27 June 2024 to allot, issue and otherwise deal with up to 915,837,600 Shares, representing 20% of the total number of Shares then in issue. As of the date of this announcement, such general mandate has only been utilised for the issue of the Existing Bonds. Such general mandate is sufficient for the issue and allotment of the Conversion Shares. Accordingly, the issue and allotment of the Conversion Shares is not subject to the approval of the Shareholders.

No application will be made for the listing of the Bonds. The Company will apply to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares.

As the conditions precedent to Completion may or may not be satisfied, Shareholders and prospective investors are advised to exercise caution when dealing with the Shares.

PROPOSED ISSUE OF 8% CONVERTIBLE BONDS

THE SUBSCRIPTION AGREEMENT

On 13 February 2025 (after trading hours), the Company and the Subscriber entered into the Subscription Agreement whereby the Subscriber agreed to subscribe for and the Company agreed to issue the Bonds with an aggregate principal amount of HK\$138,000,000. The principal terms of the Subscription Agreement are set out below:

Parties

The Company and the Subscriber

The Subscriber is a company incorporated in the British Virgin Islands and is indirectly wholly-owned by HSBC International Trustee Limited as trustee of The Cai Family Trust, a discretionary trust set up by Mr. Cai Kui. HSBC International Trustee Limited as trustee of the said trust also indirectly holds a total of 37,276,000 Shares.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquires, the Subscriber, HSBC International Trustee Limited and Mr. Cai Kui are not connected persons of the Company.

Consideration

Upon Completion, the subscription price of HK\$138,000,000, being 100% of the aggregate principal amount of the Bonds, shall be offset on a dollar-to-dollar basis against (i) the entire outstanding principal amount of the Loan and all interest accruing thereon up to the Completion Date and (ii) (as to the remaining balance, if any) an equivalent amount of the interest on the Bonds for the first three (3) months which is payable by the Company on the Issue Date under the terms and conditions of the Bonds. For the avoidance of doubt, if the remaining balance to be offset is less than such first three (3) months of interest, the shortfall in such interest shall remain payable by the Company on the Issue Date. Subject to and with effect from Completion:

- (a) the Company shall be deemed to have repaid the Loan in full and to have fully satisfied its repayment obligations in respect of the Loan; and
- (b) all liabilities of the Company to repay the Loan shall then be deemed fully discharged, provided that if any payment to the Subscriber by or recovery by the Subscriber from the Company under or in connection with the Bonds is avoided or reduced for any reason including, without limitation, as a result of insolvency, breach of fiduciary or statutory duties or any similar events, the liabilities of the Company to repay the Loan, to the extent of the amount of payment or recovery as avoided, shall continue as if such payment or discharge had not occurred.

Conditions Precedent

Completion is conditional upon the satisfaction or waiver of the following conditions:

- (a) the Listing Committee of the Stock Exchange having granted the approval for the listing of and the permission to deal in all the Conversion Shares, and such approval remaining valid and effective;
- (b) no order or judgment of any court or governmental, statutory or regulatory body having been issued or made prior to Completion (and no legal or regulatory requirements remaining to be satisfied) which has the effect of making unlawful or otherwise prohibiting the Subscription or any transactions contemplated by the Subscription Agreement and the Bonds Documents;
- (c) no litigation, action, suit, investigation, claim or proceeding challenging the legality of, or seeking to restrain, prohibit or materially modify, the Subscription or any transactions provided for by the Subscription Agreement and the Bonds Documents having been instituted and not settled or otherwise terminated;

- (d) the warranties made on the date of the Subscription Agreement remaining true and accurate in all material respects and not misleading in any material respect on the Completion Date by reference to the circumstances on the date of the Subscription Agreement; and
- (e) there has been no material adverse change in the business, operations, assets and financial position of the Group taken as a whole since the date of the Subscription Agreement.

The Subscriber may waive (in whole or in part, whether conditionally or unconditionally) any of the conditions precedent above (except for those referred to in paragraphs (a) and (b) above), provided that any such waiver shall be without prejudice to the Subscriber's right under the Subscription Agreement to elect to treat any further or other breach, failure or event as releasing and discharging the Subscriber from its obligations to subscribe for the Bonds under the Subscription Agreement.

If the conditions precedent above are not fulfilled (or waived if applicable) by the Long Stop Date, either party may (by notice in writing to the other party) terminate the Subscription Agreement whereupon the Subscription Agreement shall lapse immediately thereafter and be of no further effect, but all rights and liabilities of the parties which have accrued before termination shall continue to exist.

Termination

The Subscriber may, by notice in writing to the Company given on or before the Completion Date, terminate the Subscription Agreement if at any time prior to Completion:

- (a) the Company commits any material breach of or omits in any material respect to observe any of its obligations or undertakings under the Subscription Agreement and such breach or omission will not be cured by the Completion Date;
- (b) the Shares cease to be listed on the Stock Exchange;
- (c) there has been a suspension of trading of the Shares on the Stock Exchange for 20 consecutive Trading Days or more after the date of the Subscription Agreement; or
- (d) any of the conditions precedent under the Subscription Agreement becomes incapable of being fulfilled (and is not waived by the Subscriber) on or prior to the Long Stop Date.

Covenant up to Completion

The Company has undertaken to use all reasonable endeavours to procure that, save as required or contemplated by the Subscription Agreement, prior to Completion, its business shall be operated as a going concern on its normal and usual basis as carried on prior to the date of the Subscription Agreement.

PRINCIPAL TERMS OF THE BONDS

Maturity Date

1 December 2025

Redemption at Maturity

Unless previously redeemed, converted or purchased and cancelled, the Company shall on the Maturity Date redeem all the Bonds then outstanding at the principal amount of the Bonds together with the accrued interest on such Bonds for the period from (and including) the Issue Date to (but excluding) the Maturity Date.

Early Redemption at the Option of the Company

The Company shall have the right (but not the obligation) to redeem all or part of the Bonds held by any Holder at any time and from time to time prior to the Maturity Date at their Early Redemption Amount. Such redemption right of the Company may be exercised by the Company giving no less than five (5) Business Days' prior notice to the relevant Holder in writing.

Redemption for Taxation Reasons

The Bonds may be redeemed at the option of the Company in whole, but not some only, at any time, upon giving not less than 30 days' nor more than 60 days' notice to the Holders, at the principal amount of the Bonds together with any interest accrued but unpaid to the date specified in the tax redemption notice for redemption, if: (a) the Company has or will become obliged to pay additional tax amounts as a result of any change in, or amendment to, the laws or regulations of Hong Kong or the Cayman Islands or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date; and (b) such obligation cannot be avoided by the Company taking reasonable measures available to it.

Early Redemption Put

If any of the events below occurs, a Holder will have the right at such Holder's option to require the Company to redeem all or some of such Holder's Bonds at their Early Redemption Amount:

- (a) the Shares cease to be listed or admitted to trading on the Stock Exchange;
- (b) there is a Change of Control; or

- (c) the trading in the Shares on the Stock Exchange is withdrawn or suspended other than for a temporary suspension of trading for a period of not more than 30 consecutive Trading Days.

Events of Default

Upon the occurrence of any event of default, (i) a Holder shall have the right to require the Company to redeem some or all of the Bonds held by it by delivering a redemption notice to the Company and the Company shall redeem such Bonds no later than 10 Business Days after receipt of such redemption notice at the Early Redemption Amount; and (ii) each Holder shall be entitled to exercise any or all of its rights, remedies, powers or discretions under the Bonds Documents.

Certain events specified in the Bonds Instrument in relation to the following are events of default for this purpose:

- (a) failure of the Company to make payment under the Bonds Documents;
- (b) failure of the Company to deliver Conversion Shares;
- (c) other defaults of the Company under the Bonds Documents;
- (d) cross default of the Group involving aggregate amount of relevant indebtedness, guarantees and indemnities of not less than HK\$100 million;
- (e) enforcement proceedings against the property, assets or revenues of the Company;
- (f) enforcement of security against the Company;
- (g) winding up, dissolution, judicial management or administration of the Company or cessation of business of the Company;
- (h) insolvency of the Company;
- (i) nationalization of the assets of the Company;
- (j) failure to obtain necessary authorization or consents or to take any action to ensure enforceability of the Bonds;
- (k) illegality in the Company's performance under the Bonds or for the Company to conduct its business;
- (l) amendment to constitutional documents of the Company or the documents constituting the Bonds which adversely affects the Holder's rights;

(m) breach of the Subscription Agreement by the Company; and

(n) any event having analogous effect to any of the events above.

Interest

The Bonds bear interest on their outstanding principal amount from and including the Issue Date at a rate of 8% per annum. Interest for the first 3 months from the Issue Date is payable in advance on the Issue Date. The remaining interest is payable in one lump sum on the Maturity Date.

Default Interest

If the Company fails to pay any sum in respect of the Bonds when the same becomes due and payable, in addition to interest above (which shall continue to accrue), default interest shall accrue on the overdue sum at the rate of 2% per annum, from the due date up to the date payment is received by the relevant Holder.

Conversion Period

Subject to the Cash Settlement Option (as defined below), each Holder has the right to convert all or any of its Bonds for Conversion Shares at any time during the period commencing from the Issue Date and expiring on the close of business on the earlier of: (i) the date which falls five Business Days prior to the Maturity Date; or (ii) if the Bonds shall have been called for redemption prior to the Maturity Date, the close of business on the date which falls five Business Days prior to the date fixed for redemption thereof.

Cash Settlement Option

The conversion right attaching to any Bonds is subject to the Company's option to make cash payment to the relevant Holder in lieu of the issue of Conversion Shares (the "**Cash Settlement Option**") exercisable by the Company by giving a notice in writing to the Holder within two Business Days after the date of the surrender of the certificate in respect of such Bonds and delivery of the conversion notice. The Company shall be entitled to exercise the Cash Settlement Option only in respect of the Shares that the Company cannot issue pursuant to the limitation of the general mandate to issue Shares granted by the Shareholders. In the exercise of the Cash Settlement Option, the amount of cash to be paid by the Company to the Holder shall be arrived at by multiplying (a) the number of Conversion Shares otherwise deliverable upon the exercise of the conversion right in respect of the Bonds, and in respect of which the Company has exercised the Cash Settlement Option; and (b) the closing price of the Shares on the last Trading Day preceding the date of the surrender of the certificate in respect of such Bonds and delivery of the conversion notice.

Transferability

The Bonds are transferable at any time to any person, provided that the prior approval of the Stock Exchange may be required for any transfer to any transferee which is a connected person of the Company.

Ranking

The Bonds (when issued) will constitute direct, unconditional, unsubordinated and unsecured obligations of the Company and will at all times rank pari passu and rateably without any preference as between themselves, and with all other present and future unconditional and unsubordinated obligations of the Company (other than those preferred by applicable law).

Voting

The Holders will not be entitled to attend or vote at any general meetings of the Company by reason only of being the holders of the Bonds.

Listing

No application will be made for the listing of the Bonds. The Company will apply to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares.

CONVERSION SHARES AND CONVERSION PRICE

Conversion Shares

The number of Conversion Shares to be issued on a conversion of the Bonds shall be determined by dividing the principal amount of the Bonds to be converted by the Conversion Price in effect on the conversion date.

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$0.345, the Bonds will be convertible into 400,000,000 Shares, with a total nominal value of HK\$4,000,000 based on the par value of HK\$0.01 per Share.

Conversion Price

The Bonds will be convertible into Shares at the initial Conversion Price of HK\$0.345 per Share but will be subject to adjustment in the manner provided in the Bonds Documents.

The initial Conversion Price was determined with reference to the prevailing market price of the Shares and was negotiated on an arm's length basis between the Company and the Subscriber. The Directors consider that the Conversion Price is fair and reasonable based on the current market conditions and is in the interests of the Company and the Shareholders as a whole.

The initial Conversion Price of HK\$0.345 per Conversion Share represents:

- (a) a premium of approximately 1.47% over the closing price of the Shares of HK\$0.34 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (b) a premium of approximately 0.88% over the average closing price of the Shares of HK\$0.342 per Share for the last 5 consecutive Trading Days immediately prior to the Last Trading Day; and
- (c) a discount of approximately 1.71% to the average closing price of the Shares of HK\$0.351 per Share for the last 10 consecutive Trading Days immediately prior to the Last Trading Day.

Adjustments to the Conversion Price

The Conversion Price shall from time to time be subject to adjustment upon the occurrence of certain events:

- (a) consolidation, subdivision or reclassification of Shares;
- (b) capitalization of profits or reserves;
- (c) capital distribution;
- (d) if and whenever the Company shall issue Shares to all or substantially all Shareholders as a class by way of rights, or issue or grant to all or substantially all Shareholders as a class, by way of rights, options, warrants or other rights to subscribe for or purchase any Shares, in each case at less than 90% of the current market price (as determined in accordance with the formula set out in the terms and conditions of the Bonds) (the "**Current Market Price**") per Share on the date of the announcement of the terms of the issue or grant;
- (e) if and whenever the Company shall issue any securities (other than Shares or options) to all or substantially all Shareholders as a class by way of rights, or issue or grant to all or substantially all Shareholders as a class by way of rights, options, warrants or other rights to subscribe for or purchase any securities (other than Shares or options);

- (f) if and whenever the Company shall issue (otherwise than as mentioned in paragraph (d) above) wholly for cash any Shares (other than Shares issued on the exercise of conversion rights or on the exercise of any other rights of conversion into, or subscription for, Shares) or issue or grant (otherwise than as mentioned in paragraph (d) above) of options, warrants or other rights to subscribe for or purchase any Shares, in each case at a price per Share which is less than 90% of the Current Market Price on the date of announcement of the terms of such issue;
- (g) save in the case of an issue of securities arising from a conversion or exchange of other securities in accordance with the terms applicable to such securities themselves falling within the provisions of this paragraph (g), if and whenever the Company or any subsidiary shall issue (otherwise than as mentioned in paragraphs (d) to (f) above) or (at the direction or request of or pursuant to any arrangements with the Company or any subsidiary) any other company, person or entity shall issue any securities (other than the Bonds) which by their terms of issue carry rights of conversion into, or exchange or subscription for, Shares to be issued by the Company upon conversion, exchange or subscription at a consideration per Share which is less than 90% of the Current Market Price on the date of announcement of the terms of issue of such securities;
- (h) if and whenever there shall be any modification of the rights of conversion, exchange or subscription attaching to any such securities as are mentioned in paragraph (g) above so that the consideration per Share (for the number of Shares available on conversion, exchange or subscription following the modification) is reduced and is less than 90% of the Current Market Price on the date of announcement of the proposals for such modification; and
- (i) if and whenever the Company or any of its subsidiaries or (at the direction or request of or pursuant to any arrangements with the Company or any subsidiary) any other company, person or entity issues, sells or distributes any securities in connection with an offer pursuant to which the Shareholders generally are entitled to participate in arrangements whereby such securities may be acquired by them (except where the Conversion Price falls to be adjusted under paragraphs (d) to (g) above).

Ranking of Conversion Shares

Conversion Shares will rank *pari passu* in all respects with the Shares then in issue on the relevant date of registration of holders of such Shares on the register of members of the Company.

GENERAL MANDATE

The Conversion Shares will be issued and allotted by the Company pursuant to the general mandate granted to the Directors at the annual general meeting of the Company held on 27 June 2024 to allot, issue and otherwise deal with up to 915,837,600 Shares, representing 20% of the total number of Shares then in issue. As of the date of this announcement, such general mandate has only been utilised for the issue of the Existing Bonds. Assuming full conversion of the Bonds at the initial Conversion Price of HK\$0.345, the Bonds will be convertible into 400,000,000 Shares. Such general mandate is sufficient for the issue and allotment of the Conversion Shares. Accordingly, the issue and allotment of the Conversion Shares is not subject to the approval of the Shareholders.

EFFECT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

Based on the initial Conversion Price of HK\$0.345 and assuming full conversion of the Bonds, the Bonds will be convertible into 400,000,000 Shares, representing approximately 8.74% of the existing issued share capital of the Company and approximately 8.03% of the issued share capital of the Company as enlarged by the issue of the Conversion Shares.

The shareholding structures of the Company (i) as at the date of this announcement; (ii) upon full conversion of the Bonds (assuming no other changes in the number of issued Shares); and (iii) upon full conversion of the Existing Bonds and the Bonds (assuming no other changes in the number of issued Shares) are set out below:

| | As at the date of this announcement | | Assuming full conversion of the Bonds at the initial Conversion Price | | Assuming full conversion of the Existing Bonds and the Bonds at their respective initial conversion prices | |
|--|-------------------------------------|---------------|---|---------------|--|---------------|
| | Number of Shares | Approximate % | Number of Shares | Approximate % | Number of Shares | Approximate % |
| Tianshan Industry Investment Limited | 462,400,740 | 10.10 | 462,400,740 | 9.29 | 462,400,740 | 8.44 |
| The Subscriber, HSBC International Trustee Limited as trustee of The Cai Family Trust, and Mr. Cai Kui | 37,276,000 | 0.81 | 437,276,000 | 8.78 | 437,276,000 | 7.98 |
| Holders of the Existing Bonds | 450,500,000 (note 1) | 9.84 | 450,500,000 (note 1) | 9.05 | 950,500,000 (note 2) | 17.35 |
| Other Shareholders | <u>3,629,011,260</u> | <u>79.25</u> | <u>3,629,011,260</u> | <u>72.88</u> | <u>3,629,011,260</u> | <u>66.23</u> |
| Total | <u>4,579,188,000</u> | <u>100.00</u> | <u>4,979,188,000</u> | <u>100.00</u> | <u>5,479,188,000</u> | <u>100.00</u> |

Notes:

1. Held by one of the holders of the Existing Bonds. Please refer to the announcement of the Company dated 21 January 2025.
2. The Existing Bonds are convertible into a maximum of 500,000,000 Shares. Please refer to the announcement of the Company dated 21 January 2025.

REASONS FOR THE BONDS ISSUE AND USE OF NET PROCEEDS

The Group is principally engaged in the production and sales of water products and beer products in the PRC.

Since the subscription price of HK\$138,000,000 will be fully set off in the manner set out in the section headed “Consideration” in this announcement, no cash proceeds will be received by the Company from the Bonds Issue. The Bonds Issue will in effect allow the Company to refinance its existing debt and extend its debt maturity profile. It will also allow the Company to retain working capital for its business development and operations and provide more flexibility to the Company in its future cash management. Moreover, the Bonds bear lower interest rate than the Loan and will allow the Company to save interest expense. In view of the above, the Directors are of the view that the terms of the Bonds (including the Conversion Price) are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

Set out below are the fund-raising activities of the Company involving the issue of its equity securities within the past twelve months immediately prior to the date of this announcement:

| Dates of announcements | Fundraising activity | Net proceeds raised (approximately) | Intended use of net proceeds | Actual use of net proceeds |
|---|---|-------------------------------------|--|---|
| 26 January 2024, 21 February 2024 | Placing of new Shares | HK\$105,800,000 | 50% for partial repayment of the outstanding 5% convertible bonds issued in March 2021; and 50% for general working capital of the Group | Fully utilized as intended |
| 22 May 2024, 19 June 2024 | Issue of 10% convertible bonds in principal amount of HK\$90,000,000 due 2024 | No cash proceeds | — | — |
| 12 December 2024, 20 December 2024, 21 January 2025 | Issue of the Existing Bonds | HK\$164,400,000 | 50% for repayment of the borrowings of the Group and 50% for the general working capital of the Group | (i) 50% was utilized for the general working capital of the Group as intended (ii) As to the remaining 50%, approximately HK\$68,000,000 was utilized for repayment of the borrowings of the Group as intended, and the remaining approximately HK\$14,200,000 is deposited in reputable financial institutions and is expected to be fully utilized for this intended use in the coming 3 to 6 months |

As the conditions precedent to Completion may or may not be satisfied, Shareholders and prospective investors are advised to exercise caution when dealing in the Shares.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms and expressions shall have the following meanings when used herein.

| | |
|---------------------|---|
| “Board” | the board of Directors |
| “Bonds” | the 8% convertible bonds in the principal amount of HK\$138,000,000 to be issued under the Subscription Agreement |
| “Bonds Documents” | the Bonds Instrument, the certificates for the Bonds and the terms and conditions attached thereto and other document designated as such by the Company and the Subscriber |
| “Bonds Instrument” | the bond instrument that creates and constitutes the Bonds |
| “Bonds Issue” | the subscription and issue of the Bonds |
| “Business Day” | a day, other than a Saturday, Sunday or public holiday, on which banks are open for general business in (unless otherwise stated) Hong Kong (other than a day on which a tropical cyclone warning No. 8 or above or a “black rainstorm warning signal” or “extreme conditions” as announced by the Hong Kong Government is hoisted or remains hoisted in Hong Kong at any time between 9:00 am and 5:00 pm) |
| “Change of Control” | in relation to the Company: (a) any person or persons acting together acquires control of the Company; or (b) the Company consolidates with or merges into or sells or transfers all or substantially all of the assets of the Company to any other person or persons, acting together and for this purpose, “control” means (a) the beneficial ownership or control of more than 50% of the voting rights of the issued share capital of the Company; or (b) the right to appoint and/or remove all or the majority of the members of the Board or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise |

| | |
|---------------------------|--|
| “Company” | Tibet Water Resources Ltd. (西藏水資源有限公司), a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange |
| “Completion” | completion of the Subscription in accordance with the Subscription Agreement |
| “Completion Date” | a Business Day to be mutually agreed between the Company and the Subscriber after the condition precedent in respect of the listing approval is satisfied (or, failing such agreement, the Long Stop Date) |
| “connected person(s)” | has the meaning ascribed to it under the Listing Rules |
| “Conversion Price” | HK\$0.345 per Share, subject to adjustment |
| “Conversion Shares” | the Shares to be allotted and issued by the Company upon conversion of the Bonds |
| “Director(s)” | director(s) of the Company |
| “Early Redemption Amount” | 100% of the principal amount of the Bonds to be redeemed, together with any accrued but unpaid interest |
| “Existing Bonds” | the 8% convertible bonds in the principal amount of HK\$165,000,000 issued by the Company in January 2025, which are convertible into a maximum of 500,000,000 Shares at the initial conversion price of HK\$0.33 per Share assuming full conversion |
| “Group” | the Company and its subsidiaries |
| “HK\$” | Hong Kong dollars, the lawful currency of Hong Kong |
| “Holder(s)” | holder(s) of the Bonds |
| “Hong Kong” | the Hong Kong Special Administrative Region of the People’s Republic of China |

| | |
|--------------------|---|
| “Issue Date” | the date on which the Bonds were issued pursuant to the Subscription Agreement |
| “Last Trading Day” | 13 February 2025, being the last day on which the Shares were traded on the Stock Exchange pending the release of this announcement |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange |
| “Loan” | the loan in the outstanding principal amount of HK\$134,334,739.72 owing by the Company to the Subscriber as at the date of the Subscription Agreement |
| “Long Stop Date” | the date falling one month after the date of the Subscription Agreement (or such later date as the Company and the Subscriber may agree in writing from time to time) |
| “Maturity Date” | 1 December 2025 |
| “PRC” | People’s Republic of China, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan |
| “Securities Act” | the United States Securities Act of 1933, as amended from time to time |
| “Share(s)” | ordinary share(s) of HK\$0.01 each in the share capital of the Company |
| “Shareholder(s)” | holder(s) of Shares |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |
| “Subscriber” | Wholeking Holdings Limited, a company incorporated in the British Virgin Islands, being the subscriber of the Bonds |
| “Subscription” | the subscription of the Bonds by the Subscriber under the Subscription Agreement |

“Subscription Agreement” the conditional subscription agreement entered into between the Company and the Subscriber on 13 February 2025

“Trading Day” a day on which the Stock Exchange is open for business

By order of the Board
Tibet Water Resources Ltd.
CHOW Wai Kit
Executive Director and Company Secretary

Hong Kong, 13 February 2025

As of the date of this announcement, the executive Directors are Mr. CHOW Wai Kit, Mr. CHENG Gwan Sing and Mr. YUE Zhiqiang, the non-executive Directors are Ms. JIANG Xiaohong, Mr. XIE Kun and Mr. WEI Zheming and the independent non-executive Directors are Dr. ZHANG Chunlong (Chairman), Mr. LO Wai Hung and Ms. LIN Ting.