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京西重工國際有限公司

BEIJINGWEST INDUSTRIES INTERNATIONAL LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2339)

- (1) LETTER OF INTENT IN RESPECT OF PROPOSED SHARE
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Financial adviser to the Company



YU MING INVESTMENT MANAGEMENT LIMITED
禹銘投資管理有限公司

LETTER OF INTENT IN RESPECT OF PROPOSED SHARE SUBSCRIPTION

On 13 November 2025, the Company and the Subscriber D entered into a legally binding and conditional Letter of Intent in respect of a subscription of 60 million new Shares by the Subscriber D. The performance and completion of the transaction contemplated under the Letter of Intent is subject to, among others, the entering into of a formal agreement between the parties within 180 days from the date of the Letter of Intent (unless otherwise extended). Otherwise the Letter of Intent will be terminated automatically. On 16 November 2025, the Company and the Subscriber D finalised the arrangement by entering into the Subscription Agreement D, with details provided below.

CONNECTED TRANSACTION INVOLVING SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

On 16 November 2025, the Company entered into (i) the Subscription Agreement A with the Subscriber A, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber A has conditionally agreed to subscribe for 236,914,866 Connected Subscription Shares at the subscription price of HK\$0.704 per Connected Subscription Share for a total consideration of HK\$166,788,065.66; and (ii) the Subscription Agreement B with the Subscriber B, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber B has conditionally agreed to subscribe for 64,613,145 Connected Subscription Shares at the subscription price of HK\$0.704 per Connected Subscription Share for a total consideration of HK\$45,487,654.08.

Assuming that there will be no change in the total number of the issued Shares between the date of this announcement and the completion date of the Connected Subscriptions (save for the issue of the Connected Subscription Shares and the Subscription Shares), the Connected Subscription Shares represent (i) approximately 35.00% of the total number of the issued Shares as at the date of this announcement; and (ii) approximately 23.33% of the total number of the issued Shares as enlarged by the allotment and issue of the Connected Subscription Shares and the Subscription Shares, subject to completion of the Connected Subscriptions and the Subscriptions.

The Connected Subscription Shares will be allotted and issued pursuant to the Specific Mandate proposed to be sought at the EGM. An application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Connected Subscription Shares.

SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

On 16 November 2025, the Company entered into (i) the Subscription Agreement C with the Subscriber C, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber C has conditionally agreed to subscribe for 64,613,145 Subscription Shares at the subscription price of HK\$0.704 per Subscription Share for a total consideration of HK\$45,487,654.08; and (ii) the Subscription Agreement D with the Subscriber D, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber D has conditionally agreed to subscribe for 64,613,145 Subscription Shares at the subscription price of HK\$0.704 per Subscription Share for a total consideration of HK\$45,487,654.08.

Assuming that there will be no change in the total number of the issued Shares between the date of this announcement and the completion date of the Subscriptions (save for the issue of the Connected Subscription Shares and the Subscription Shares), the Subscription Shares represent (i) approximately 15.00% of the total number of the issued Shares as at the date of this announcement; and (ii) approximately 10.00% of the total number of the issued Shares as enlarged by the allotment and issue of the Connected Subscription Shares and the Subscription Shares, subject to completion of the Connected Subscriptions and the Subscriptions.

The Subscription Shares will be allotted and issued pursuant to the Specific Mandate proposed to be sought at the EGM. An application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Subscription Shares.

CONNECTED TRANSACTION INVOLVING ISSUANCE OF CONVERTIBLE BONDS UNDER SPECIFIC MANDATE

On 16 November 2025, the Company and the Subscriber A entered into the CB Subscription Agreement, pursuant to which the Company has conditionally agreed to issue, and the Subscriber A has conditionally agreed to subscribe for, the Convertible Bonds in the principal amount of HK\$409,388,887.

Based on the initial Conversion Price of HK\$0.704 per Conversion Share, an aggregate of 581,518,305 Conversion Shares will be allotted and issued by the Company upon the exercise in full of the conversion rights attaching to the Convertible Bonds, representing (a) approximately 67.50% of the total number of the issued Shares as at the date of this announcement; (b) approximately 40.30% of the total number of the issued Shares as enlarged by the issue of the Conversion Shares, assuming there is no other change in the issued share capital of the Company between the date of this announcement and the full conversion of the Convertible Bonds; and (c) approximately 31.03% of the total number of the issued Shares as enlarged by the issue of the Conversion Shares, the Connected Subscription Shares and the Subscription Shares assuming there is no other change in the issued share capital of the Company between the date of this announcement and the full conversion of the Convertible Bonds.

The Conversion Shares will be allotted and issued pursuant to the Specific Mandate proposed to be sought at the EGM. An application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Conversion Shares.

LISTING RULES IMPLICATIONS

As at the date of this announcement, (i) the Subscriber A is the controlling shareholder of the Company which held 532,001,553 Shares, representing approximately 61.75% of the total number of the issued Shares; and (ii) the Subscriber B is an executive Director. As such, each of the Subscriber A and the Subscriber B is a connected person of the Company under Chapter 14A of the Listing Rules, and the Connected Subscriptions and the issue of the Convertible Bonds constitute connected transactions of the Company and are subject to the announcement, reporting and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

GENERAL

The Company will seek approval from the Independent Shareholders at the EGM for the Connected Subscription Agreements, the CB Subscription Agreement and the transactions contemplated thereunder, including the grant of the relevant Specific Mandate. The Subscriber A and its associates are required to abstain from voting on the resolutions in respect of the Connected Subscription A and the CB Subscription at the EGM. To the best of the Director's information, belief and knowledge, having made all reasonable enquiry, save for the Subscriber A, a controlling shareholder of the Company directly holding 532,001,553 Shares, representing 61.75% of the total number of the issued Shares as at the date of this announcement, no other Shareholders have any material interest in the Connected Subscription A and the CB Subscription. Therefore, only the Subscriber A is required to abstain from voting on the resolutions in relation to the Connected Subscription A and the CB Subscription (including the grant of the relevant Specific Mandate) at the EGM. The Subscriber B, namely, Mr. Liu Xihe, and his associates are required to abstain from voting on the resolutions in respect of the Connected Subscription B at the EGM. As neither the Subscriber B nor his associates hold any Shares at the date of this announcement, no Shareholders are required to abstain from voting on the resolutions in relation to the Connected Subscription B (including the grant of the relevant Specific Mandate).

The Company will seek approval from the Shareholders at the EGM for the Subscription Agreements and the transactions contemplated thereunder, including the grant of the relevant Specific Mandate. To the best of the Director's information, belief and knowledge, having made all reasonable enquiry, no Shareholders have a material interest in and are required to abstain from voting on the resolutions in relation to the Subscriptions (including the grant of the relevant Specific Mandate).

The Independent Board Committee comprising all the independent non-executive Directors has been formed to advise the Independent Shareholders on the Connected Subscription Agreements and the CB Subscription Agreement, and the transactions contemplated thereunder (including the grant of the relevant Specific Mandate). The Company will appoint an independent financial adviser as soon as practicable to advise the Independent Board Committee and the Independent Shareholders in this regard.

A circular containing, among other things, (i) further details of the Connected Subscriptions, the Subscriptions and the CB Subscription; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders and a letter of advice from the independent financial adviser of the Company to the Independent Board Committee and the Independent Shareholders in relation to the Connected Subscription Agreements and the CB Subscription Agreement, and the transactions contemplated thereunder (including the grant of the relevant Specific Mandate); and (iii) a notice convening the EGM, will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules. In view of the time required for the Company to prepare and finalise certain information to be included in the circular, it is expected that the circular will be despatched to the Shareholders on or about 8 December 2025.

Completion of the Connected Subscriptions, the Subscriptions and the CB Subscription are subject to the fulfilment of the conditions precedent under the Connected Subscription Agreements, the Subscription Agreements and the CB Subscription Agreement, respectively. As the Connected Subscriptions, the Subscriptions and the CB Subscription may or may not proceed, Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the Shares.

RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange has been suspended with effect from 9:00 a.m. on 14 November 2025 pending the publication of this announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares with effect from 9:00 a.m. on 17 November 2025.

LETTER OF INTENT IN RESPECT OF PROPOSED SHARE SUBSCRIPTION

On 13 November 2025, the Company and the Subscriber D entered into a legally binding and conditional Letter of Intent in respect of a subscription of 60 million new Shares by the Subscriber D. The performance and completion of the transaction contemplated under the Letter of Intent is subject to, among others, the entering into of a formal agreement between the parties within 180 days from the date of the Letter of Intent (unless otherwise extended). Otherwise the Letter of Intent will be terminated automatically. On 16 November 2025, the Company and the Subscriber D finalised the arrangement by entering into the Subscription Agreement D, with details provided below.

CONNECTED TRANSACTION INVOLVING SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

On 16 November 2025, the Company entered into (i) the Subscription Agreement A with the Subscriber A, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber A has conditionally agreed to subscribe for 236,914,866 Connected Subscription Shares at the subscription price of HK\$0.704 per Connected Subscription Share for a total consideration of HK\$166,788,065.66; and (ii) the Subscription Agreement B with the Subscriber B, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber B has conditionally agreed to subscribe for 64,613,145 Connected Subscription Shares at the subscription price of HK\$0.704 per Connected Subscription Share for a total consideration of HK\$45,487,654.08.

The principal terms of the Connected Subscription Agreements are set out as follows.

The Subscription Agreement A

Date

16 November 2025

Parties

- (i) the Company as issuer; and
- (ii) the Subscriber A as subscriber.

As at the date of this announcement, the Subscriber A is the controlling shareholder of the Company which held 532,001,553 Shares, representing approximately 61.75% of the total number of the issued Shares. As such, the Subscriber A is a connected person of the Company under Chapter 14A of the Listing Rules.

Connected Subscription A

Pursuant to the Subscription Agreement A, the Subscriber A has conditionally agreed to subscribe for, and the Company has conditionally agreed to allot and issue 236,914,866 Connected Subscription Shares at the Connected Subscription Price of HK\$0.704 per Connected Subscription Share for a total consideration of HK\$166,788,065.66.

Connected Subscription Shares A represent (i) approximately 27.50% of the total number of the issued Shares as at the date of this announcement; and (ii) approximately 18.33% of the total number of the issued Shares as enlarged by the allotment and issue of the Connected Subscription Shares and the Subscription Shares in aggregate, subject to completion of the Connected Subscriptions and the Subscriptions and assuming there will be no other changes in the total number of the issued Shares between the date of this announcement and the date of completion of the Connected Subscriptions and the Subscriptions. The nominal value of the Connected Subscription Shares A is HK\$23,691,486.60.

The Subscription Agreement B

Date

16 November 2025

Parties

- (i) the Company as issuer; and
- (ii) the Subscriber B as subscriber.

The parties to the Subscription Agreement B agree that the Subscriber B may choose to establish a limited liability company as its nominee for the Connected Subscription B, and the nominee shall assume all rights and obligations arising from the Subscription Agreement B and the Connected Subscription B.

As at the date of this announcement, the Subscriber B is an executive Director. As such, the Subscriber B is a connected person of the Company under Chapter 14A of the Listing Rules.

Connected Subscription B

Pursuant to the Subscription Agreement B, the Subscriber B has conditionally agreed to subscribe for, and the Company has conditionally agreed to allot and issue 64,613,145 Connected Subscription Shares at the Connected Subscription Price of HK\$0.704 per Connected Subscription Share for a total consideration of HK\$45,487,654.08.

Connected Subscription Shares B represent (i) approximately 7.50% of the total number of the issued Shares as at the date of this announcement; and (ii) approximately 5.00% of the total number of the issued Shares as enlarged by the allotment and issue of the Connected Subscription Shares and the Subscription Shares in aggregate, subject to completion of the Connected Subscriptions and the Subscriptions and assuming there will be no other changes in the total number of the issued Shares between the date of this announcement and the date of completion of the Connected Subscriptions and the Subscriptions. The nominal value of the Connected Subscription Shares B is HK\$6,461,314.50.

Conditions precedent to the completion of the Connected Subscriptions

Completion of the Connected Subscriptions shall be subject to the following conditions precedent being fulfilled (or waived, where applicable) on or before the Long Stop Date:

- (a) the passing of the resolution(s) at the EGM by the Independent Shareholders to approve the Connected Subscription Agreements and the transactions contemplated thereunder, including the grant of the relevant Specific Mandate to allot and issue the Connected Subscription Shares;
- (b) the Listing Committee having granted the approval for the listing of, and permission to deal in, the Connected Subscription Shares and such approval and permission not subsequently revoked or withdrawn prior to completion of the Connected Subscriptions;
- (c) all other necessary consents, approvals, reports and filings pursuant to the Listing Rules and applicable laws for the consummation of the transactions contemplated under the Connected Subscription Agreements having been obtained by the Company, the Subscriber A (for the Subscription Agreement A) and the Subscriber B (for the Subscription Agreement B);
- (d) all representations, warranties and undertakings made by the Company remaining true and accurate in all material respects and not misleading in any material respect; and
- (e) all representations, warranties and undertakings made by the Subscriber A (for the Subscription Agreement A) and the Subscriber B (for the Subscription Agreement B) remaining true and accurate in all material respects and not misleading in any material respect.

Completion of the Connected Subscriptions is not inter-conditional upon each other, or upon the Subscriptions or the CB Subscription.

The Subscriber A and the Subscriber B can by notice in writing to the Company waive the condition precedent (d) set out above. If the above conditions precedent are not fulfilled (or waived, as the case may be) on or before 4:00 p.m. on or prior to the Long Stop Date and the parties fail to agree on an extension, the Connected Subscription Agreements shall terminate and neither party thereunder shall be liable to the other party or have any claim against the other party for damages, compensation or otherwise save and except any liability for antecedent breaches of either party which shall remain in full force and effect. As at the date of this announcement, none of the conditions precedent have been fulfilled or waived.

Completion of the Connected Subscriptions

Completion of the Connected Subscriptions shall take place within seven business days after the date on which all the conditions precedent set out above are satisfied (or waived, as the case may be), or such other day as may be agreed in writing between the Company and the Subscriber A (for the Subscription Agreement A) or the Subscriber B (for the Subscription Agreement B).

At completion of the Connected Subscriptions, the Subscriber A and the Subscriber B shall pay to the Company cash consideration of HK\$166,788,065.66 and HK\$45,487,654.08 under the Connected Subscription Agreements, respectively, for the subscription of the Connected Subscription Shares, and the Company shall issue and allot the Connected Subscription Shares to the Subscriber A and the Subscriber B.

The Connected Subscription Shares will be allotted and issued pursuant to the Specific Mandate proposed to be sought at the EGM. An application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Connected Subscription Shares.

SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

On 16 November 2025, the Company entered into (i) the Subscription Agreement C with the Subscriber C, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber C has conditionally agreed to subscribe for 64,613,145 Subscription Shares at the subscription price of HK\$0.704 per Subscription Share for a total consideration of HK\$45,487,654.08; and (ii) the Subscription Agreement D with the Subscriber D, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber D has conditionally agreed to subscribe for 64,613,145 Subscription Shares at the subscription price of HK\$0.704 per Subscription Share for a total consideration of HK\$45,487,654.08.

The principal terms of the Subscription Agreements are set out as follows.

The Subscription Agreement C

Date

16 November 2025

Parties

- (i) the Company as issuer; and
- (ii) the Subscriber C as subscriber.

The parties to the Subscription Agreement C agree that the Subscriber C may choose to establish a limited liability company as its nominee for the Subscription C, and the nominee shall assume all rights and obligations arising from the Subscription Agreement C and the Subscription C.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, the Subscriber C is an Independent Third Party as at the date of this announcement.

Subscription C

Pursuant to the Subscription Agreement C, the Subscriber C has conditionally agreed to subscribe for, and the Company has conditionally agreed to allot and issue 64,613,145 Subscription Shares at the Subscription Price of HK\$0.704 per Subscription Share for a total consideration of HK\$45,487,654.08.

Subscription Shares C represent (i) approximately 7.50% of the total number of the issued Shares as at the date of this announcement; and (ii) approximately 5.00% of the total number of the issued Shares as enlarged by the allotment and issue of the Connected Subscription Shares and the Subscription Shares in aggregate, subject to completion of the Connected Subscriptions and the Subscriptions and assuming there will be no other changes in the total number of the issued Shares between the date of this announcement and the date of completion of the Connected Subscriptions and the Subscriptions. The nominal value of the Subscription Shares C is HK\$6,461,314.50.

The Subscription Agreement D

Date

16 November 2025

Parties

- (i) the Company as issuer; and
- (ii) the Subscriber D as subscriber.

The parties to the Subscription Agreement D agree that the Subscriber D may choose to establish a limited liability company as its nominee for the Subscription D, and the nominee shall assume all rights and obligations arising from the Subscription Agreement D and the Subscription D.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, the Subscriber D is an Independent Third Party as at the date of this announcement.

Subscription D

Pursuant to the Subscription Agreement D, the Subscriber D has conditionally agreed to subscribe for, and the Company has conditionally agreed to allot and issue 64,613,145 Subscription Shares at the Subscription Price of HK\$0.704 per Subscription Share for a total consideration of HK\$45,487,654.08.

Subscription Shares D represent (i) approximately 7.50% of the total number of the issued Shares as at the date of this announcement; and (ii) approximately 5.00% of the total number of the issued Shares as enlarged by the allotment and issue of the Connected Subscription Shares and the Subscription Shares in aggregate, subject to completion of the Connected Subscriptions and the Subscriptions and assuming there will be no other changes in the total number of the issued Shares between the date of this announcement and the date of completion of the Connected Subscriptions and the Subscriptions. The nominal value of the Subscription Shares D is HK\$6,461,314.5.

Conditions precedent to the completion of the Subscriptions

Completion of the Subscriptions shall be subject to the following conditions precedent being fulfilled (or waived, where applicable) on or before the Long Stop Date:

- (a) the passing of the resolution(s) at the EGM by the Shareholders to approve the Subscription Agreements and the transactions contemplated thereunder, including the grant of the relevant Specific Mandate to allot and issue the Subscription Shares;
- (b) the Listing Committee having granted the approval for the listing of, and permission to deal in, the Subscription Shares and such approval and permission not subsequently revoked or withdrawn prior to completion of the Subscriptions;
- (c) all other necessary consents, approvals, reports and filings pursuant to the Listing Rules and applicable laws for the consummation of the transactions contemplated under the Subscription Agreements having been obtained by the Company, the Subscriber C (for the Subscription Agreement C) and the Subscriber D (for the Subscription Agreement D);
- (d) all representations, warranties and undertakings made by the Company remaining true and accurate in all material respects and not misleading in any material respect; and
- (e) all representations, warranties and undertakings made by the Subscriber C (for the Subscription Agreement C) and the Subscriber D (for the Subscription Agreement D) remaining true and accurate in all material respects and not misleading in any material respect.

Completion of the Subscriptions is not inter-conditional upon each other, or upon the Connected Subscriptions or the CB Subscription.

The Subscriber C and the Subscriber D can by notice in writing to the Company waive the condition precedent (d) set out above. If the above conditions precedent are not fulfilled (or waived, as the case may be) on or before 4:00 p.m. on or prior to the Long Stop Date and the parties fail to agree on an extension, the Subscription Agreements shall terminate and neither party thereunder shall be liable to the other party or have any claim against the other party for damages, compensation or otherwise save and except any liability for antecedent breaches of either party which shall remain in full force and effect. As at the date of this announcement, none of the conditions precedent have been fulfilled or waived.

Completion of the Subscriptions

Completion of the Subscriptions shall take place within seven business days after the date on which all the conditions precedent set out above are satisfied (or waived, as the case may be), or such other day as may be agreed in writing between the Company and the Subscriber C (for the Subscription Agreement C) or the Subscriber D (for the Subscription Agreement D).

At completion of the Subscriptions, the Subscriber C and the Subscriber D shall pay to the Company cash consideration of HK\$45,487,654.08 and HK\$45,487,654.08 under the Subscription Agreements, respectively, for the subscription of the Subscription Shares, and the Company shall issue and allot the Subscription Shares to the Subscriber C and the Subscriber D.

The Subscription Shares will be allotted and issued pursuant to the Specific Mandate proposed to be sought at the EGM. An application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Subscription Shares.

CONNECTED SUBSCRIPTION PRICE AND SUBSCRIPTION PRICE

The Connected Subscription Price of HK\$0.704 per Connected Subscription Share and the Subscription Price of HK\$0.704 per Subscription Share represent:

- (i) a discount of approximately 34.21% to the closing price of HK\$1.07 per Share as quoted on the Stock Exchange on the Last Trading Date;
- (ii) a discount of approximately 20.00% to the average closing prices of HK\$0.88 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including the Last Trading Date;
- (iii) a theoretical dilution effect (as defined under Rule 7.27B of the Listing Rules), represented by a discount of approximately 11.21% of the theoretical diluted price of approximately HK\$0.95 per Share to the benchmarked price of HK\$1.07 per Share as defined under Rule 7.27B of the Listing Rules; and
- (iv) a cumulative theoretical dilution effect (as defined under Rule 7.27B of the Listing Rules) (the aggregation effect of the Connected Subscriptions, the Subscriptions and the CB Subscription) represented by a discount of approximately 18.69% of the cumulative theoretical diluted price of approximately HK\$0.87 per Share to the benchmarked price of HK\$1.07 per Share as defined under Rule 7.27B of the Listing Rules.

Taking into account the expenses of the Connected Subscriptions and the Subscriptions in the amount of approximately HK\$1.1million, the net price of each of the Connected Subscription Share and the Subscription Share is approximately HK\$0.701.

The respective subscription price was arrived at after arm's length negotiations between the Company and each of the Subscriber A, the Subscriber B, the Subscriber C and the Subscriber D with reference to the market prices of the Shares in the past three months, the thin trading liquidity of the Shares, the historical financial performance of the Group and the reasons for and benefits of the Connected Subscriptions and the Subscriptions as set out in the section headed "REASONS FOR AND BENEFITS OF THE CONNECTED SUBSCRIPTIONS, THE SUBSCRIPTIONS AND THE CB SUBSCRIPTION" below.

The Directors (excluding the independent non-executive Directors whose views on the Connected Subscriptions shall be formed after taking into account the advice of the independent financial adviser of the Company) consider that the Connected Subscription Price and the Subscription Price are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

RANKING OF THE CONNECTED SUBSCRIPTION SHARES AND THE SUBSCRIPTION SHARES

The Connected Subscription Shares and the Subscription Shares shall rank, upon issue, *pari passu* in all respects among themselves and with the Shares in issue, and shall be freely transferable, free and clear of all liens, encumbrances, security interests or claims of third parties and will not be subject to any pre-emptive or similar rights or calls for further payments.

CONNECTED TRANSACTION INVOLVING ISSUANCE OF CONVERTIBLE BONDS UNDER SPECIFIC MANDATE

On 16 November 2025, the Company and the Subscriber A entered into the CB Subscription Agreement, pursuant to which the Company has conditionally agreed to issue, and the Subscriber A has conditionally agreed to subscribe for, the Convertible Bonds in the principal amount of HK\$409,388,887.

The CB Subscription Agreement

The principal terms of the CB Subscription Agreement are set out as follows.

Date

16 November 2025

Parties

- (i) the Company as issuer; and
- (ii) the Subscriber A as subscriber.

As at the date of this announcement, the Subscriber A is the controlling shareholder of the Company which held 532,001,553 Shares, representing approximately 61.75% of the total number of issued Shares. As such, the Subscriber A is a connected person of the Company under Chapter 14A of the Listing Rules.

Conditions precedent to the completion of the CB Subscription

Completion of the CB Subscription shall be subject to the following conditions precedent being fulfilled (or waived, where applicable) on or before the Long Stop Date:

- (a) the passing of the resolution(s) at the EGM by the Independent Shareholders to approve the CB Subscription Agreement and the transactions contemplated thereunder, including the grant of the relevant Specific Mandate to allot and issue the Conversion Shares;
- (b) the Listing Committee having granted the approval (either unconditionally or subject to conditions to which neither the Company nor the Subscriber A shall reasonably object) for the listing of, and permission to deal in, the Conversion Shares to be issued upon the exercise of the conversion rights attached to the Convertible Bonds;
- (c) all other necessary consents, approvals, reports and filings pursuant to the Listing Rules and applicable laws for the consummation of the transactions contemplated under the CB Subscription Agreement having been obtained by the Company and the Subscriber A;
- (d) all representations, warranties and undertakings made by the Company remaining true and accurate in all material respects and not misleading in any material respect; and
- (e) all representations, warranties and undertakings made by the Subscriber A remaining true and accurate in all material respects and not misleading in any material respect.

Completion of the CB Subscription is not conditional upon the Connected Subscriptions or the Subscriptions.

The Subscriber A may at any time by notice in writing to the Company waive the condition precedent (d) set out above, and the Company may at any time by notice in writing to the Subscriber A waive the condition precedent (e) set out above. If the above conditions have not been fulfilled or waived (as the case may be) before the Long Stop Date, the parties may extend the completion date to a later date or terminate the CB Subscription Agreement. As at the date of this announcement, none of the conditions precedent have been fulfilled or waived.

Completion of the CB Subscription

Completion of the CB Subscription shall take place within seven business days after the date on which all the conditions precedent set out above are satisfied (or waived, as the case may be), or such other day as may be agreed in writing between the Company and the Subscriber A.

The Convertible Bonds

The principal terms of the Convertible Bonds to be issued under the CB Subscription Agreement are set out as follows.

Principal Amount	HK\$409,388,887
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Interest	The Convertible Bonds shall not bear any interest.
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Maturity Date	The 360th day from the date of issue of the Convertible Bonds (or if such date is not a business day, the next business day).
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Early Redemption	The Bondholder may not request early redemption of the Convertible Bonds in any event. During any time from the beginning of the Conversion Period to the Maturity Date, the Company may redeem all or part of the Convertible Bonds in multiples of the Minimum Denomination. Any redeemed bonds or portions thereof shall be automatically cancelled.
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Conversion Period	The period commencing on the date falling three months after the date of issue of the Convertible Bonds and up to five business days before the Maturity Date.
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Conversion Rights

The Bondholder will have the right to convert the whole or part of the principal amount of the Convertible Bonds held by it into Conversion Shares at any time during the Conversion Period in amounts of not less than a whole multiple of the Minimum Denomination on each conversion by delivering a Conversion Notice to the Company and the Certificate, provided that the conversion rights shall only be exercised to the extent that such exercise will not:

- (a) cause the Company to be unable to meet the minimum public float requirements under the Rule 8.08 of the Listing Rules;
- (b) result in change of control (as defined under the Takeovers Code) of the Company; or
- (c) result in the Bondholder and all other persons acting in concert with it jointly controlling or being interested in, directly or indirectly, such percentage of the voting rights of the Company as would trigger a mandatory general offer as may be specified from time to time under the Takeovers Code.

Conversion Price

Initially HK\$0.704 per Conversion Share, subject to adjustments.

The Conversion Price of HK\$0.704 per Conversion Share represents:

- (a) a discount of approximately 34.21% to the closing price of HK\$1.07 per Share as quoted on the Stock Exchange on the Last Trading Date;
- (b) a discount of approximately 20.00% to the average closing prices of HK\$0.88 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including the Last Trading Date;

- (c) a theoretical dilution effect (as defined under Rule 7.27B of the Listing Rules), represented by a discount of approximately 14.02% of the theoretical diluted price of approximately HK\$0.92 per Share to the benchmarked price of HK\$1.07 per Share as defined under Rule 7.27B of the Listing Rules; and
- (d) a cumulative theoretical dilution effect (as defined under Rule 7.27B of the Listing Rules) (the aggregation effect of the Connected Subscriptions, Subscriptions and the CB Subscription) represented by a discount of approximately 18.69% of the cumulative theoretical diluted price of approximately HK\$0.87 per Share to the benchmarked price of HK\$1.07 per Share as defined under Rule 7.27B of the Listing Rules.

Taking into account the expenses of the CB Subscription in the amount of approximately HK\$1.1 million, the net price of each of the Conversion Share is approximately HK\$0.702.

The Conversion Price was arrived at after arm's length negotiations between the Company and the Subscriber A with reference to the market prices of the Shares in the past three months, the thin trading liquidity of the Shares, the historical financial performance of the Group and the reasons for and benefits of the CB Subscription as set out in the section headed "REASONS FOR AND BENEFITS OF THE CONNECTED SUBSCRIPTIONS, THE SUBSCRIPTIONS AND THE CB SUBSCRIPTION" below.

Adjustment to Conversion Price

The Conversion Price shall from time to time be adjusted in accordance with the relevant provisions under the terms and conditions of the CB Subscription Agreement upon occurrence of the following events:

- (a) an alteration of the nominal amount of the Shares by reason of consolidation, subdivision or reclassification;
- (b) an issue of Shares credited as fully paid to Shareholders by way of capitalization of profits or reserves (including any share premium account or capital redemption reserve);

- (c) a capital distribution (as such term is defined in the conditions of the Convertible Bonds) to Shareholders being made by the Company;
- (d) offer to the Shareholders the right to subscribe for new Shares, or granting the Shareholders any options or warrants to subscribe for new Shares, at a price which is less than 80% of the market price per Share at the date of the announcement of the terms of the offer or grant;
- (e) an issue being made wholly for cash of securities which can be convertible into or exchangeable for or carry rights of subscription for new Shares, and the relevant consideration per new Share initially receivable is less than 80% of the market price at the date of the announcement of the terms of issue of such securities;
- (f) modification of the rights of conversion, exchange or subscription attaching to any such securities mentioned in (e) above arises, so that the relevant consideration per new Share initially receivable is less than 80% of the market price at the date of announcement of the proposal to modify such rights of conversion or exchange or subscription; and
- (g) an issue of Shares being made wholly for cash at a price per Share which is less than 80% of the market price per Share on the date of the announcement of the terms of issue of such Shares.

Conversion Shares

Based on the initial Conversion Price of HK\$0.704 per Conversion Share, an aggregate of 581,518,305 Conversion Shares will be allotted and issued by the Company upon the exercise in full of the conversion rights attaching to the Convertible Bonds, representing:

- (a) approximately 67.50% of the total number of the issued Shares as at the date of this announcement;

- (b) approximately 40.30% of the total number of the issued Shares as enlarged by the issue of the Conversion Shares, assuming there is no other change in the issued share capital of the Company between the date of this announcement and the full conversion of the Convertible Bonds; and
- (c) approximately 31.03% of the total number of the issued Shares as enlarged by the issue of the Conversion Shares, the Connected Subscription Shares and the Subscription Shares assuming there is no other change in the issued share capital of the Company between the date of this announcement and the full conversion of the Convertible Bonds.

Transferability

The Convertible Bonds may be assigned in whole or in part (being an authorised denomination) to other transferee with prior consent of the Company, provided that no Convertible Bonds shall be transferred to (a) any connected person (as defined in the Listing Rules) of the Company; or (b) any person who is engaged in any competing business with the Company.

Event of Default

The Bondholder may give notice to the Company that the Convertible Bonds is immediately due and repayable if:

- (a) the Company fails to pay the principal of the Convertible Bonds when due in accordance with the terms of the CB Subscription Agreement, then unless such non-payment is solely due to administrative or technical error and payment is made within seven days of the due date thereof;
- (b) the Company defaults in performance or observance or compliance with any of its other obligations set out in the CB Subscription Agreement which default is incapable of remedy or, if capable of remedy, is not in the reasonable opinion of the Bondholder remedied within 14 days after notice of such default being given to the Company by the Bondholder;

- (c) any present or future indebtedness of the Company for or in respect of any bonds, debentures, notes or similar instruments of indebtedness or any other monies borrowed or raised becomes due and payable prior to its stated maturity date otherwise than at the option of the Company, or is not paid when due or as the case may be, within any applicable grace period and the amount of such indebtedness exceeds the equivalent of HK\$10,000,000;
- (d) a security holder takes possession or a receiver, manager or other similar officer is appointed to take possession of the whole or any material part of the business, property, assets or revenues of the Company;
- (e) the Company becomes insolvent or the Company initiates or consents to proceedings relating to itself under any applicable bankruptcy, reorganisation or insolvency law or scheme of arrangement while insolvent and such proceedings are not discharged or stayed within a period of 30 days (or such longer period as the Bondholder may consider appropriate);
- (f) an order of court is made or an effective resolution of Shareholders is passed for the winding-up of the Company or the Company ceases or threatens to cease carrying on all or substantially all or a material part of its business or operations;
- (g) a moratorium is agreed or declared in respect of any indebtedness of the Company or any governmental authority or agency seizes, compulsorily purchases, expropriates or nationalizes all or a substantial part of the assets of the Company;
- (h) all or any part of the property, assets or revenues of the Company is levied, seized and sued out and is not discharged or stayed within 45 days (or such longer period as the Bondholder may consider appropriate in relation to the event concerned and confirm so in writing);

- (i) proceedings are initiated (that is, issued and served) against the Company under any applicable bankruptcy, reorganisation or insolvency law or scheme of arrangement while insolvent and such proceedings are not discharged or stayed within a period of 60 days (or such longer period as the Bondholder may consider appropriate and confirm so in writing);
- (j) any warranties given by the Company under the CB Subscription Agreement is found or proved to be incorrect or misleading in any material respect when made or deemed to be made, or there is a material breach by the Company of any warranties or obligation under the CB Subscription Agreement;
- (k) any action, condition or matter (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Company lawfully to enter into, exercise its rights and perform and comply with its obligations under the Convertible Bonds; (ii) to ensure that those obligations are legally binding and enforceable; and (iii) to make the Convertible Bonds admissible in evidence in the courts of Hong Kong is not taken, fulfilled or done by the requisite time or, if in the opinion of the Bondholder such situation is remediable, within 30 days of the time when the Company becomes (or ought reasonably to have become) aware of the same; or
- (l) it is or will become unlawful for the Company to perform or comply with any one or more of its obligations under the Convertible Bonds.

Voting

The Bondholder shall not be entitled to attend or vote at any meetings of the Company by reason only of it being the Bondholder.

Listing	No application will be made for the listing of the Convertible Bonds. An application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Conversion Shares.
Ranking of the Conversion Shares	The Conversion Shares will rank <i>pari passu</i> and carry the same rights in all respects with the Shares in issue as at the date of conversion.

REASONS FOR AND BENEFITS OF THE CONNECTED SUBSCRIPTIONS, THE SUBSCRIPTIONS AND THE CB SUBSCRIPTION

The Group is principally engaged in manufacture, sales and trading of automotive parts and components and provision of technical services, with the core products being suspension products. The Group's automotive suspension products are mainly utilised on premium passenger vehicles, which are manufactured by its plants in Europe.

The Directors note that the car manufacturing industry is navigating a period of significant disruption. While the Group's focus on the European premium passenger vehicle market provides a degree of insulation from the intense, PRC-driven price competition in the budget and electric vehicle segments, this premium market faces its own severe pressures.

The slowdown in battery electric vehicle ("BEV") adoption – due partly to the high upfront purchase cost, high electricity cost, and partly to the withdrawal of government subsidies in some key markets – has not led to a simple extension of the status quo. Instead, high electric vehicle development costs and fragmented consumer demand have forced the Group's premium clients to adopt a flexible, multi-powertrain strategy, simultaneously offering electric, hybrid, and traditional internal combustion engine ("ICE") models.

This market dynamic presents a core challenge as although these vehicles share certain similar components, their braking and suspension systems must be engineered for each powertrain's specific requirements. Some auto components have to be refined constantly to meet clients' specifications, comply with changing environmental standards, and reduce pollution. The Group must continue to support this extended ICE age alongside the growth of new technologies, presenting both complex challenges and strategic opportunities in component design, manufacturing and technical services. With the reintroduction of subsidies in some countries in Europe next year, the Directors expect there will be recovery in the BEV market too.

The Group's need for additional financial resources stems from this strategic fragmentation and steady growth of the automotive market. The Directors do not foresee a simple, linear transition from ICE to BEV; rather, the market's demand for ICE, hybrid, and EV components creates a surge in operational complexity and cost. This requires the Group to make significant parallel investments, leading to increased demands on research and development, the need for more flexible production lines, and enhanced production capacity. Furthermore, the market dynamic places immediate pressure on the Group's working capital to support a more complex inventory mix of raw materials and sub-components. It is equally important to retain the Group's talents at home and abroad. Therefore, it is imperative for the Group to replenish its financial resources to fund (i) investment in research and development; (ii) capital expenditures for the expansion of the Group's production plant in Poland; (iii) capital expenditures to upgrade production lines in the Group's production plant in Poland; (iv) the associated working capital for the enhanced capacity and inventory; and (v) working capital for operation of the Group's technical centres in Poland, Italy and France and headquarters in Hong Kong.

The Board considers the proposed Connected Subscriptions, the Subscriptions and the CB Subscription to be the most appropriate means of raising additional capital. This approach is deemed (i) more practicable and direct given the current volatile and uncertain global market conditions; and (ii) less costly, imposing a minimal financial burden compared to traditional bank borrowings, particularly given that the Convertible Bonds do not bear any interest.

The Directors (excluding the independent non-executive Directors whose views on the Connected Subscriptions and the CB Subscription shall be formed after taking into account the advice of the independent financial adviser of the Company) consider that the terms of the Connected Subscription Agreements, the Subscription Agreements and the CB Subscription Agreement to be fair and reasonable and in the interests of the Company and the Shareholders as a whole.

USE OF PROCEEDS

The gross proceeds of the Connected Subscriptions, the Subscriptions and the CB Subscription are expected to be approximately HK\$712.6 million in aggregate. After deducting related fees and expenses, the net proceeds of the Connected Subscriptions, the Subscriptions and the CB Subscription will amount to approximately HK\$710.4 million. The Company intends to apply the net proceeds in the following manner:

- (a) 40% for the construction of new production lines and upgrade of the existing production lines at the production plants of the Group in Poland;
- (b) 30% for the working capital of the production plants of the Group in Poland (including purchase of raw materials and other operating expenses);
- (c) 25% for the working capital of the technical centres in Poland, Italy and France (including remuneration of engineers and costs of production of prototype); and
- (d) 5% for the working capital of the headquarters of the Company in Hong Kong (including remuneration of employees, rental expenses and professional fees).

INFORMATION OF THE PARTIES

Information of the Group

The Company is an investment holding company and its subsidiaries is principally engaged in manufacture, sales and trading of automotive parts and components and provision of technical services, with the core products being suspension products. The Group's automotive suspension products are mainly utilized on premium passenger vehicles, which are manufactured by its plants in Europe.

Information on the Subscriber A

The Subscriber A is an investment holding company incorporated in Hong Kong with limited liability, which is a controlling shareholder of the Company holding 532,001,553 Shares, representing approximately 61.75% of the total number of the issued Shares as at the date of this announcement. The Subscriber A is a wholly-owned subsidiary of BWI (Beijing) Limited.* (京西智行(北京)汽車電子科技有限公司) (“**BWI Beijing**”). BWI Beijing is held as to 84.34% by BWI Group Limited* (張家口京西智行科技集團有限公司) (“**BWI Group**”). The largest shareholder of BWI Group is Zhangjiakou Industrial Investment Holding Group Co. Ltd.* (張家口產業投資控股集團有限公司) (formerly known as Zhangjiakou Financial Holding Group Co., Ltd.* (張家口金融控股集團有限公司)) (“**Zhangjiakou Industrial Investment**”) which indirectly owned a total of approximately 54.33% equity interest in BWI Group. The largest shareholder of Zhangjiakou Industrial Investment is Zhangjiakou Guokong Asset Management Group Co., Ltd.* (張家口國控資產管理集團有限公司) (“**Zhangjiakou Guokong**”) which indirectly held 48.13% interest in Zhangjiakou Industrial Investment. Zhangjiakou Guokong is a state-owned enterprise established in the PRC.

Information on the Subscriber B

Subscriber B, namely, Mr. Liu Xihe, is an executive Director.

Information on the Subscriber C

Subscriber C is an individual and a merchant. To the best of the Directors’ knowledge, information and belief having made all reasonable enquiry, Subscriber C is an Independent Third Party.

Information on the Subscriber D

Subscriber D is an individual and a merchant. To the best of the Directors’ knowledge, information and belief having made all reasonable enquiry, Subscriber D an Independent Third Party.

EFFECT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, the total number of the issued Shares is 861,508,602. For illustrative purposes, the following table sets out the shareholding structure of the Company (i) as at the date of this announcement; (ii) immediately after completion of the Connected Subscriptions and the Subscriptions; and (iii) immediately after completion of the Connected Subscriptions, the Subscriptions and full conversion of the Convertible Bonds:

Shareholders	As at the date of this announcement		Immediately after completion of the Connected Subscriptions and the Subscriptions		Immediately after completion of the Connected Subscriptions, the Subscriptions and full conversion of the Convertible Bonds (Note 3)	
	<i>Approximate</i>		<i>Approximate</i>		<i>Approximate</i>	
	<i>Number of</i>	<i>% of</i>	<i>Number of</i>	<i>% of</i>	<i>Number of</i>	<i>% of</i>
	<i>Shares</i>	<i>shareholding</i>	<i>Shares</i>	<i>shareholding</i>	<i>Shares</i>	<i>shareholding</i>
Subscriber A (Note 1)	532,001,553	61.75%	768,916,419	59.50%	1,350,434,724	72.07%
Mr. Dong Xiaojie (Note 2)	9,373,907	1.09%	9,373,907	0.73%	9,373,907	0.50%
Subscriber B (Note 2)	–	–	64,613,145	5.00%	64,613,145	3.45%
Subscriber C	–	–	64,613,145	5.00%	64,613,145	3.45%
Subscriber D	–	–	64,613,145	5.00%	64,613,145	3.45%
Other public Shareholders	<u>320,133,142</u>	<u>37.16%</u>	<u>320,133,142</u>	<u>24.77%</u>	<u>320,133,142</u>	<u>17.08%</u>
	<u>861,508,602</u>	<u>100.00%</u>	<u>1,292,262,903</u>	<u>100.00%</u>	<u>1,873,781,208</u>	<u>100.00%</u>

Notes:

- (1) Subscriber A is a wholly-owned subsidiary of BWI Beijing. BWI Beijing is held as to 84.34% by BWI Group. The largest shareholder of BWI Group is Zhangjiakou Industrial Investment, which indirectly owned a total of approximately 54.33% equity interest in BWI Group. The largest shareholder of Zhangjiakou Industrial Investment is Zhangjiakou Guokong, which indirectly held 48.13% interest in Zhangjiakou Industrial Investment. Zhangjiakou Guokong is a state-owned enterprise established in the PRC.
- (2) Each of Mr. Dong Xiaojie and the Subscriber B, namely, Mr. Liu Xihe, is an executive Director.
- (3) These scenarios are for illustrative purposes only. The conversion of the Convertible Bonds shall be subject to the restrictions as set forth in the paragraph headed “Conversion Rights” under the section “The Convertible Bonds” above.

FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

The Company has not conducted any other equity fund raising activities in the past twelve months immediately preceding the date of this announcement.

LISTING RULES IMPLICATIONS

As at the date of this announcement, (i) the Subscriber A is the controlling shareholder of the Company which held 532,001,553 Shares, representing approximately 61.75% of the total number of the issued Shares; and (ii) the Subscriber B is an executive Director. As such, each of the Subscriber A and the Subscriber B is a connected person of the Company under Chapter 14A of the Listing Rules, and the Connected Subscriptions and the issue of the Convertible Bonds constitute connected transactions of the Company and are subject to the announcement, reporting and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

GENERAL

The Company will seek approval from the Independent Shareholders at the EGM for the Connected Subscription Agreements, the CB Subscription Agreement and the transactions contemplated thereunder, including the grant of the relevant Specific Mandate. The Subscriber A and its associates are required to abstain from voting on the resolutions in respect of the Connected Subscription A and the CB Subscription at the EGM. To the best of the Director's information, belief and knowledge, having made all reasonable enquiry, save for the Subscriber A, a controlling shareholder of the Company directly holding 532,001,553 Shares, representing 61.75% of the total number of the issued Shares as at the date of this announcement, no other Shareholders have any material interest in the Connected Subscription A and the CB Subscription. Therefore, only the Subscriber A is required to abstain from voting on the resolutions in relation to the Connected Subscription A and the CB Subscription (including the grant of the relevant Specific Mandate) at the EGM. The Subscriber B, namely, Mr. Liu Xihe, and his associates are required to abstain from voting on the resolutions in respect of the Connected Subscription B at the EGM. As neither the Subscriber B nor his associates hold any Shares at the date of this announcement, no Shareholders are required to abstain from voting on the resolutions in relation to the Connected Subscription B (including the grant of the relevant Specific Mandate). Mr. Liu has abstained from voting for the Board resolutions approving the Connected Subscription B. In addition, as Mr. Dong Xiaojie and Dr. Xi Jianpeng are directors of the Subscriber A, and Mr. Liu is a director of BWI Beijing, the controlling shareholder of the Subscriber A, each of them has abstained from voting for the Board resolutions approving the Connected Subscription A and the CB Subscription.

The Company will seek approval from the Shareholders at the EGM for the Subscription Agreements and the transactions contemplated thereunder, including the grant of the relevant Specific Mandate. To the best of the Director's information, belief and knowledge, having made all reasonable enquiry, no Shareholders have a material interest in and are required to abstain from voting on the resolutions in relation to the Subscriptions.

The Independent Board Committee comprising all the independent non-executive Directors has been formed to advise the Independent Shareholders on the Connected Subscription Agreements and the CB Subscription Agreement, and the transactions contemplated thereunder (including the grant of the relevant Specific Mandate). The Company will appoint an independent financial adviser as soon as practicable to advise the Independent Board Committee and the Independent Shareholders in this regard.

A circular containing, among other things, (i) further details of the Connected Subscriptions, the Subscriptions and the CB Subscription; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders and a letter of advice from the independent financial adviser of the Company to the Independent Board Committee and the Independent Shareholders in relation to the Connected Subscription Agreements and the CB Subscription Agreement, and the transactions contemplated thereunder (including the grant of the relevant Specific Mandate); and (iii) a notice convening the EGM, will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules. In view of the time required for the Company to prepare and finalise certain information to be included in the circular, it is expected that the circular will be despatched to the Shareholders on or about 8 December 2025.

Completion of the Connected Subscriptions, the Subscriptions and the CB Subscription are subject to the fulfilment of the conditions under the Connected Subscription Agreements, the Subscription Agreements and the CB Subscription Agreement, respectively. As the Connected Subscriptions, the Subscriptions and the CB Subscription may or may not proceed, Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the Shares.

RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange has been suspended with effect from 9:00 a.m. on 14 November 2025 pending the publication of this announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares with effect from 9:00 a.m. on 17 November 2025.

DEFINITIONS

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

“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Bondholder(s)”	holder(s) of the Convertible Bonds
“business day(s)”	any day(s) except Saturday, Sunday or public holiday on which banks are open in Hong Kong to the general public for business
“CB Subscription”	the subscription of the Convertible Bonds in the principal amount of HK\$409,388,887 by the Subscriber A on the terms and subject to the conditions of the CB Subscription Agreement
“CB Subscription Agreement”	the conditional subscription agreement dated 16 November 2025 entered into between the Company and the Subscriber A in relation to the subscription of the Convertible Bonds
“Certificate”	the certificate to be issued by the Company to the Subscriber A in respect of the Convertible Bonds
“Company”	BeijingWest Industries International Limited (京西重工國際有限公司), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the main board of the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Connected Subscriptions”	collectively, the Connected Subscription A and the Connected Subscription B
“Connected Subscription A”	subscription of the Connected Subscription Shares A by the Subscriber A pursuant to the Subscription Agreement A
“Connected Subscription Agreements”	collectively, the Subscription Agreement A and the Subscription Agreement B

“Connected Subscription B”	subscription of the Connected Subscription Shares B by the Subscriber B pursuant to the Subscription Agreement B
“Connected Subscription Price”	HK\$0.704 per Connected Subscription Share
“Connected Subscription Share(s)”	collectively, the Connected Subscription Shares A and the Connected Subscription Shares B
“Connected Subscription Shares A”	236,914,866 new Shares to be allotted and issued to the Subscriber A pursuant to the Subscription Agreement A
“Connected Subscription Shares B”	64,613,145 new Shares to be allotted and issued to the Subscriber B pursuant to the Subscription Agreement B
“controlling shareholder”	has the meaning ascribed to it under the Listing Rules
“Conversion Notice”	the conversion notice to be completed, executed and submitted by the Bondholder pursuant to the CB Subscription Agreement in the event of the conversion of the Convertible Bonds by the Bondholder
“Conversion Period”	the period during which the Convertible Bonds may be converted into the Conversion Shares, commencing on the date falling three months after the date of issue of the Convertible Bonds and up to five business days before the Maturity Date
“Conversion Price”	the price per Conversion Share at which the principal amount of the Convertible Bonds may be converted into Shares, being HK\$0.704 per Conversion Share, subject to adjustments
“Conversion Shares”	the new Share(s) to be allotted and issued by the Company upon the exercise by the Bondholder of the conversion rights attaching to the Convertible Bonds
“Convertible Bonds”	the 360 day zero interest Convertible Bonds in the principal amount of HK\$409,388,887 proposed to be issued by the Company under the CB Subscription Agreement
“Director(s)”	the director(s) of the Company

“EGM”	an extraordinary general meeting to be held by the Company to, among others, grant the Specific Mandate to the Directors, and approve the Connected Subscription Agreements, the Subscription Agreements, the CB Subscription Agreement and the transactions contemplated thereunder
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of China
“Independent Board Committee”	an independent Board committee comprising all independent non-executive Directors, which has been formed to advise the Independent Shareholders on the Connected Subscription Agreements, the CB Subscription Agreement and the transactions contemplated thereunder
“Independent Shareholder(s)”	the Shareholder(s) who are not required to abstain from voting in respect of the ordinary resolutions proposed for approval at the EGM pursuant to the Listing Rules
“Independent Third Party(ies)”	individual(s) or company(ies) who or which as far as the Directors are aware after having made all reasonable enquiries is/are not connected with the Company and its connected persons
“Last Trading Date”	13 November 2025, being the last full trading day of the Shares on the Stock Exchange immediately prior to the signing of the Connected Subscription Agreements, the Subscription Agreements and the CB Subscription Agreement
“Letter of Intent”	the letter of intent dated 13 November 2025 entered into between the Company and the Subscriber D in respect of the potential subscription of 60 million new Shares by the Subscriber D
“Listing Committee”	the Listing Committee of the Stock Exchange

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time
“Long Stop Date”	31 May 2026
“Maturity Date”	the 360th day from the date of issue of the Convertible Bonds (or if such date is not a business day, the next business day)
“Minimum Denomination”	the minimum denomination of the Convertible Bonds for the purposes of registration, holding, transfer, conversion or redemption, being HK\$100,000
“PRC” or “China”	the People’s Republic of China, which for the purpose of this announcement shall exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Share(s)”	the ordinary share(s) of the Company
“Shareholder(s)”	the holder(s) of the Share(s)
“Specific Mandate”	the specific mandate to be sought from (i) the Independent Shareholders at the EGM to grant the authority to the Board for the allotment and issue of the Connected Subscription Shares and the Conversion Shares; and (ii) the Shareholders at the EGM to grant the authority to the Board for the allotment and issue of the Subscription Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscriber A”	BWI Company Limited (京西重工(香港)有限公司), the controlling shareholder of the Company
“Subscriber B”	Mr. Liu Xihe, an executive Director of the Company
“Subscriber C”	Ms. Xu Anpan, an Independent Third Party
“Subscriber D”	Ms. Yao Lianfang, an Independent Third Party
“Subscriptions”	collectively, the Subscription C and the Subscription D

“Subscription C”	subscription of the Subscription Shares C by the Subscriber C pursuant to the Subscription Agreement C
“Subscription D”	subscription of the Subscription Shares D by the Subscriber D pursuant to the Subscription Agreement D (as contemplated under the Letter of Intent)
“Subscription Agreements”	collectively, the Subscription Agreement C and the Subscription Agreement D
“Subscription Agreement A”	a conditional subscription agreement entered into between the Company and the Subscriber A on 16 November 2025 in respect of the subscription of the Connected Subscription Shares A by the Subscriber A
“Subscription Agreement B”	a conditional subscription agreement entered into between the Company and the Subscriber B on 16 November 2025 in respect of the subscription of the Connected Subscription Shares B by the Subscriber B
“Subscription Agreement C”	a conditional subscription agreement entered into between the Company and the Subscriber C on 16 November 2025 in respect of the subscription of the Subscription Shares C by the Subscriber C
“Subscription Agreement D”	a conditional subscription agreement entered into between the Company and the Subscriber D on 16 November 2025 in respect of the subscription of the Subscription Shares D by the Subscriber D
“Subscription Price”	HK\$0.704 per Subscription Share
“Subscription Share(s)”	collectively, the Subscription Shares C and the Subscription Shares D
“Subscription Shares C”	64,613,145 new Shares to be allotted and issued to the Subscriber C pursuant to the Subscription Agreement C
“Subscription Shares D”	64,613,145 new Shares to be allotted and issued to the Subscriber D pursuant to the Subscription Agreement D

“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules
“Takeovers Code”	Hong Kong Code on Takeovers and Mergers
“%”	per cent.

* *The English translation of the Chinese name is for identification purposes only and should not be regarded as the official English translation of such name.*

By order of the Board
BeijingWest Industries International Limited
Dong Xiaojie
Chairman

17 November 2025

As at the date of this announcement, the Board comprises Mr. Dong Xiaojie (Chairman), Mr. Liu Xihe (executive Director), Dr. Xi Jianpeng (executive Director), Mr. Wong Foreky (independent non-executive Director), Mr. Lo, Gordon (independent non-executive Director) and Ms. Peng Fan (independent non-executive Director).