

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



**北京能源國際控股有限公司**

**Beijing Energy International Holding Co., Ltd.**

*(Incorporated in Bermuda with limited liability)*

**(Stock code: 686)**

**(1) MAJOR TRANSACTION IN RELATION TO  
ENGINEERING, PROCUREMENT AND  
CONSTRUCTION CONTRACT RELATING TO  
THE FACILITY WITHIN AN APPROXIMATELY 511MW WIND FARM  
LOCATED AT MOLI TEMPLE, TONGLIAO CITY, THE PRC; AND  
(2) VERY SUBSTANTIAL ACQUISITIONS IN RELATION TO  
ENGINEERING, PROCUREMENT AND  
CONSTRUCTION CONTRACTS RELATING TO  
THE FACILITY WITHIN AN APPROXIMATELY 869MW WIND FARM  
LOCATED AT DALIN AND GAOLINTUN, TONGLIAO CITY, THE PRC AND  
THE FACILITY WITHIN A 1,000MW WIND FARM  
LOCATED IN HORQIN LEFT REAR BANNER, TONGLIAO CITY, THE PRC**

**THE EPC CONTRACT 1**

On 20 January 2023 (after trading hours), Minglong New Energy, an indirect subsidiary of the Company, as the principal, entered into the EPC Contract 1 with SEPCOIII (as the contractor). Pursuant to the EPC Contract 1, SEPCOIII will perform the Works 1 in relation to the construction of the Facility 1. The contract price of the EPC Contract 1 amounted to approximately RMB2,971 million (tax inclusive).

As the highest applicable percentage ratio in respect of the EPC Contract 1 exceeds 25% but is less than 100%, the EPC Contract 1 constitutes a major transaction of the Company and is therefore subject to reporting, announcement, circular and the Shareholders' approval requirements under Chapter 14 of the Listing Rules.

## **THE EPC CONTRACT 2**

On 20 January 2023 (after trading hours), Minglong New Energy, an indirect subsidiary of the Company, as the principal, entered into the EPC Contract 2 with Powerchina Jiangxi (as the contractor). Pursuant to the EPC Contract 2, Powerchina Jiangxi will perform the Works 2 in relation to the construction of the Facility 2. The contract price of the EPC Contract 2 amounted to approximately RMB5,139 million (tax inclusive).

As the highest applicable percentage ratio in respect of the EPC Contract 2 exceeds 100%, the EPC Contract 2 constitutes a very substantial acquisition of the Company and is therefore subject to reporting, announcement, circular and the Shareholders' approval requirements under Chapter 14 of the Listing Rules.

## **THE EPC CONTRACT 3**

On 20 January 2023 (after trading hours), Xintong Wind Power, an indirect subsidiary of the Company, as the principal, entered into the EPC Contract 3 with Powerchina Jiangxi (as the contractor). Pursuant to the EPC Contract 3, Powerchina Jiangxi will perform the Works 3 in relation to the construction of the Facility 3. The contract price of the EPC Contract 3 amounted to approximately RMB5,808 million (tax inclusive).

As the highest applicable percentage ratio in respect of the EPC Contract 3 exceeds 100%, the EPC Contract 3 constitutes a very substantial acquisition of the Company and is therefore subject to reporting, announcement, circular and the Shareholders' approval requirements under Chapter 14 of the Listing Rules.

## **GENERAL**

The SGM will be convened by the Company to seek the Shareholders' approval of the EPC Contracts and the transactions contemplated thereunder.

A circular containing, among other things, (i) details of the EPC Contracts; (ii) the notice of SGM; and (iii) other information as required under the Listing Rules, is expected to be despatched to the Shareholders on or before 17 March 2023 as the Company needs more time to prepare and finalize information to be included in the circular.

**As the EPC Contracts may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.**

## **THE EPC CONTRACT 1**

### **Introduction**

The Board hereby announces that, on 20 January 2023 (after trading hours), Minglong New Energy, an indirect subsidiary of the Company, as the principal, entered into the EPC Contract 1 with SEPCOIII (as the contractor).

### **Principal terms of the EPC Contract 1**

The principal terms of the EPC Contract 1 are set out as below:

Date: 20 January 2023 (after trading hours)

Parties: (i) Minglong New Energy (as the principal), an indirect subsidiary of the Company; and

(ii) SEPCOIII (as the contractor), a third party independent of the Company and the connected persons of the Company as at the date of this announcement.

Subject matter: Pursuant to the EPC Contract 1, SEPCOIII agrees to serve as the EPC contractor to provide EPC services to Minglong New Energy for the construction of Facility 1. The EPC services under Works 1 shall include the survey, design, engineering, procurement, supply, construction, installation, testing, commissioning and hand over of the Facility 1 which is permitted to, and capable of, complying with the agreed technical standards specified in the technical agreement attached to the EPC Contract 1.

In addition, SEPCOIII shall also be responsible for all permanent and temporary land acquisition, compliance procedures, revegetation, ecological management and external coordination arising out of and in connection with the construction of the Facility 1 as set forth in the EPC Contract 1. SEPCOIII shall also guarantee the achievement of the performance test criterion set forth in the EPC Contract 1.

Construction period: The Works 1 is scheduled to commence subject to the written notice from Minglong New Energy to SEPCOIII, and the grid-connected power generation in full capacity is expected to be taken place by no later than 31 December 2023 under the EPC Contract 1.

Contract Price 1 and payment method: The consideration of the EPC Contract 1 is approximately RMB2,971 million (tax inclusive) (“**Contract Price 1**”) which consists of construction and installation payment, equipment and materials payment, design and technical services payment, the details of the payment structure are as follow:

<b>Payments &amp; fees</b>	<i>approximately RMB’ million</i>
1. equipment and materials payment	1,406
2. construction and installation payment	605
3. design and technical services payment	<u>960</u>
<b>Total</b>	<b><u><u>2,971</u></u></b>

The Contract Price 1 shall be settled in the following manners:

**(i) Advance Payment**

20% of the Contract Price 1 as advance payment (the “**Advance Payment 1**”) shall be paid to SEPCOIII upon the fulfillment of the following conditions, including (i) the EPC Contract 1 being effective; (ii) the receipt of the letter of performance guarantee and letter of advance payment guarantee (each is equivalent to 10% of the total contract value under the EPC Contract 1 and is irrevocable and payable on demand); and (iii) the receiving of a receipt for Advance Payment 1 from SEPCOIII to Minglong New Energy.

**(ii) Milestone Payment**

Based on the progress of the project and the receipt of the relevant invoice(s), Minglong New Energy shall pay to SEPCOIII with respect to the equipment and materials payment, construction and installation payment, design and technical services payment. In furtherance to the above, Minglong New Energy shall pay up to 97% of the construction and installation payment, 95% of the equipment and materials payment, 95% of the design and technical services payment upon the fulfilment of certain conditions set out under the EPC Contract 1, including, among others, achieving satisfactory results from the inspection of the completed project and obtaining relevant compliance approvals (if applicable).

**(iii) Quality Assurance Fund**

Under the EPC Contract 1, the remaining 3% of the construction and installation payment, 5% of the equipment and materials payment, and 5% of the design and technical services payment shall be retained by Minglong New Energy (the “**Quality Assurance Fund 1**”), and shall be paid to SEPCOIII upon the fulfilment of the conditions set out in the “Quality guarantee” below.

Performance guarantee: Under the EPC Contract 1, SEPCOIII shall provide a letter of performance guarantee issued by a qualified commercial bank agreed by Minglong New Energy with an amount equivalent to 10% of the Contract Price 1, to guarantee the due performance by SEPCOIII of its obligations under the EPC Contract 1.

Advance payment guarantee: Under the EPC Contract 1, together with the letter of performance guarantee, SEPCOIII shall provide a letter of advance payment guarantee issued by a qualified commercial bank agreed by Minglong New Energy with an amount equivalent to 10% of the Contract Price 1, to guarantee that the Advance Payment 1 will be used in accordance with the terms of the EPC Contract 1.

The letter of advance payment guarantee shall be released once the Advance Payment 1 is fully utilized along the progress of the project in accordance with the terms of the EPC Contract 1.

Quality guarantee:

Under the EPC Contract 1, for release of the Quality Assurance Fund 1 after date on which the completion of Works 1 is accepted by the Group and at any time within the warranty periods, SEPCOIII can opt to provide a letter of quality guarantee with an amount equivalent to the Quality Assurance Fund 1, to guarantee the due performance of the obligation of SEPCOIII to rectify all defects within the warranty periods in accordance with the terms of the quality warranty attached to the EPC Contract 1.

The Quality Assurance Fund 1 shall be released upon the fulfilment of the following conditions:

- (a) all defects of the Works 1 have been rectified during the warranty periods, and a certificate confirming the same has been issued by Minglong New Energy;
- (b) all agreed technical standards stated in the EPC Contract 1 have been met; and if there is any quality issue, SEPCOIII shall have already resolved the issue in accordance with the EPC Contract 1; and
- (c) before the expiration of the warranty periods under the EPC Contract 1, with respect to any equipment with warranty periods exceeding one year, SEPCOIII shall unconditionally transfer the rights to the quality assurance obligation of the relevant suppliers of such equipment to Minglong New Energy.

The Group shall perform the rights and obligations under the EPC Contract 1 subject to the approval by the Shareholders and other approvals required under the Listing Rules.

## **THE EPC CONTRACT 2**

### **Introduction**

The Board hereby announces that, on 20 January 2023 (after trading hours), Minglong New Energy, an indirect subsidiary of the Company, as the principal, entered into the EPC Contract 2 with Powerchina Jiangxi (as the contractor).

### **Principal terms of the EPC Contract 2**

The principal terms of the EPC Contract 2 are set out as below:

- Date: 20 January 2023 (after trading hours)
- Parties:
- (i) Minglong New Energy (as the principal), an indirect subsidiary of the Company; and
  - (ii) Powerchina Jiangxi (as the contractor), a third party independent of the Company and the connected persons of the Company as at the date of this announcement.
- Subject Matter: Pursuant to the EPC Contract 2, Powerchina Jiangxi agrees to serve as the EPC contractor to provide EPC services to Minglong New Energy for the construction of Facility 2. The EPC services under Works 2 shall include the survey, design, engineering, procurement, supply, construction, installation, testing, commissioning and hand over of the Facility 2 which is permitted to, and capable of, complying with the agreed technical standards specified in the technical agreement attached to the EPC contract 2.

In addition, Powerchina Jiangxi shall be responsible for all permanent and temporary land acquisition, compliance procedures, revegetation, ecological management and external coordination arising out of and in connection with the construction of the Facility 2 as set forth in the EPC Contract 2. Powerchina Jiangxi shall also guarantee the achievement of the performance test criterion set forth in the EPC Contract 2.

Construction period: The Works 2 is scheduled to commence subject to the written notice from Minglong New Energy to Powerchina Jiangxi, and the grid-connected power generation in full capacity is expected to be taken place by no later than 31 December 2023 under the EPC Contract 2.

Contract Price 2 and payment method: The consideration of the EPC Contract 2 is approximately RMB5,139 million (tax inclusive) (“**Contract Price 2**”) which consists of construction and installation payment, equipment and materials payment, design and technical services payment, the details of the payment structure are as follow:

	<i>approximately RMB’ million</i>
<b>Payments &amp; fees</b>	
1. equipment and materials payment	2,258
2. construction and installation payment	1,350
3. design and technical services payment	<u>1,531</u>
<b>Total</b>	<u><u>5,139</u></u>

The Contract Price 2 shall be settled in the following manners:

**(i) Advance Payment**

20% of the Contract Price 2 as advance payment (the “**Advance Payment 2**”) shall be paid to Powerchina Jiangxi upon the fulfillment of the following conditions, including (i) the EPC Contract 2 being effective; (ii) the receipt of the letter of performance guarantee and letter of advance payment guarantee (each is equivalent to 10% of the total contract value under the EPC Contract 2 and is irrevocable and payable on demand); and (iii) the receiving of a receipt for Advance Payment 2 from Powerchina Jiangxi to Minglong New Energy.



**(ii) Milestone Payment**

Based on the progress of the project and the receipt of the relevant invoice(s), Minglong New Energy shall pay to Powerchina Jiangxi with respect to the equipment and materials payment, construction and installation payment, design and technical services payment. In furtherance to the above, Minglong New Energy shall pay up to 97% of the construction and installation payment, 95% of the equipment and materials payment, 95% of the design and technical services payment upon the fulfilment of certain conditions set out under the EPC Contract 2, including, among others, achieving satisfactory results from the inspection of the completed project and obtaining relevant compliance approvals (if applicable).

**(iii) Quality Assurance Fund**

Under the EPC Contract 2, the remaining 3% of the construction and installation payment, 5% of the equipment and materials payment, and 5% of the design and technical services payment shall be retained by Minglong New Energy (the “**Quality Assurance Fund 2**”), and shall be paid to Powerchina Jiangxi upon the fulfilment of the conditions set out in the “Quality guarantee” below.

Performance guarantee: Under the EPC Contract 2, Powerchina Jiangxi shall provide a letter of performance guarantee issued by a qualified commercial bank agreed by Minglong New Energy with an amount equivalent to 10% of the Contract Price 2, to guarantee the due performance by Powerchina Jiangxi of its obligations under the EPC Contract 2.

Advance payment  
guarantee:

Under the EPC Contract 2, together with the letter of performance guarantee, Powerchina Jiangxi shall provide a letter of advance payment guarantee issued by a qualified commercial bank agreed by Minglong New Energy with an amount equivalent to 10% of the Contract Price 2, to guarantee that the Advance Payment 2 will be used in accordance with the terms of the EPC Contract 2.

The letter of advance payment guarantee shall be released once the Advance Payment 2 is fully utilized along the progress of the project in accordance with the terms of the EPC Contract 2.

Quality guarantee:

Under the EPC Contract 2, for the release of the Quality Assurance Fund 2 after date on which the completion of Works 2 is accepted by the Group and at any time within the warranty periods, Powerchina Jiangxi can opt to provide a letter of quality guarantee with an amount equivalent to the Quality Assurance Fund 2, to guarantee the due performance of the obligation of Powerchina Jiangxi to rectify all defects within the warranty periods in accordance with the terms of the quality warranty attached to the EPC Contract 2.

The Quality Assurance Fund 2 shall be released upon the fulfilment of the following conditions:

- (a) all defects of the Works 2 have been rectified during the warranty periods, and a certificate confirming the same has been issued by Minglong New Energy;
- (b) all agreed technical standards stated in the EPC Contract 2 have been met; and if there is any quality issue, Powerchina Jiangxi shall have already resolved the issue in accordance with the EPC Contract 2; and
- (c) before the expiration of the warranty periods under the EPC Contract 2, with respect to any equipment with warranty periods exceeding one year, Powerchina Jiangxi shall unconditionally transfer the rights to the quality assurance obligation of the relevant suppliers of such equipment to Minglong New Energy.

The Group shall perform the rights and obligations under the EPC Contract 2 subject to the approval by the Shareholders and other approvals required under the Listing Rules.

## **THE EPC CONTRACT 3**

### **Introduction**

The Board hereby announces that, on 20 January 2023 (after trading hours), Xintong Wind Power, an indirect subsidiary of the Company, as the principal, entered into the EPC Contract 3 with Powerchina Jiangxi (as the contractor).

### **Principal terms of the EPC Contract 3**

The principal terms of the EPC Contract 3 are set out as below:

- Date: 20 January 2023 (after trading hours)
- Parties:
- (i) Xintong Wind Power (as the principal), an indirect subsidiary of the Company; and
  - (ii) Powerchina Jiangxi (as the contractor), a third party independent of the Company and the connected persons of the Company as at the date of this announcement.
- Subject matter: Pursuant to the EPC Contract 3, Powerchina Jiangxi agrees to serve as the EPC contractor to provide EPC services to Xintong Wind Power for the construction of Facility 3. The EPC services under Works 3 shall include the survey, design, engineering, procurement, supply, construction, installation, testing, commissioning and hand over of the Facility 3 which is permitted to, and capable of, complying with the agreed technical standards specified in the technical agreement attached to the EPC contract 3.

In addition, Powerchina Jiangxi shall undertake permanent and temporary land acquisition, compliance procedures, revegetation, ecological management and external coordination arising out of and in connection with the construction of the Facility 3 as set forth in the EPC Contract 3. Powerchina Jiangxi shall also guarantee the achievement of the performance test criterion set forth in the EPC Contract 3.

Construction period: The Works 3 is scheduled to commence subject to the written notice from Xintong Wind Power to Powerchina Jiangxi, and the grid-connected power generation in full capacity is expected to be taken place by no later than 31 December 2023 under the EPC Contract 3.

Contract Price 3 and payment method: The consideration of the EPC Contract 3 is approximately RMB5,808 million (tax inclusive) (“**Contract Price 3**”) which consists of construction and installation payment, equipment and materials payment, design and technical services payment, the details of the payment structure are as follow:

	<i>approximately RMB’ million</i>
<b>Payments &amp; fees</b>	
1. equipment and materials payment	2,580
2. construction and installation payment	1,644
3. design and technical services payment	<u>1,584</u>
<b>Total</b>	<u><u>5,808</u></u>

The Contract Price 3 shall be settled in the following manners:

**(i) Advance Payment**

20% of the Contract Price 3 as advance payment (the “**Advance Payment 3**”) shall be paid to Powerchina Jiangxi upon the fulfillment of the following conditions, including (i) the EPC Contract 3 being effective; (ii) the receipt of the letter of performance guarantee and letter of advance payment guarantee (each is equivalent to 10% of the total contract value under the EPC Contract 3 and is irrevocable and payable on demand); and (iii) the receiving of a receipt for Advance Payment 3 from Powerchina Jiangxi to Xintong Wind Power.

**(ii) Milestone Payment**

Based on the progress of the project and the receipt of the relevant invoice(s), Xintong Wind Power shall pay to Powerchina Jiangxi with respect to the equipment and materials payment, construction and installation payment, design and technical services payment. In furtherance to the above, Xintong Wind Power shall pay up to 97% of the construction and installation payment, 95% of the equipment and materials payment, 95% of the design and technical services payment upon the fulfilment of certain conditions set out under the EPC Contract 3, including, among others, achieving satisfactory results from the inspection of the completed project and obtaining relevant compliance approvals (if applicable).

**(iii) Quality Assurance Fund**

Under the EPC Contract 3, the remaining 3% of the construction and installation payment, 5% of the equipment and materials payment, and 5% of the design and technical services payment shall be retained by Xintong Wind Power (the “**Quality Assurance Fund 3**”), and shall be paid to Powerchina Jiangxi upon the fulfilment of the conditions set out in the “Quality guarantee” below.

Performance guarantee: Under the EPC Contract 3, Powerchina Jiangxi shall provide a letter of performance guarantee issued by a qualified commercial bank agreed by Xintong Wind Power with an amount equivalent to 10% of the Contract Price 3, to guarantee the due performance by Powerchina Jiangxi of its obligations under the EPC Contract 3.

Advance payment  
guarantee:

Under the EPC Contract 3, together with the letter of performance guarantee, Powerchina Jiangxi shall provide a letter of advance payment guarantee issued by a qualified commercial bank agreed by Xintong Wind Power with an amount equivalent to 10% of the Contract Price 3, to guarantee that the Advance Payment 3 will be used in accordance with the terms of the EPC Contract 3.

The letter of advance payment guarantee shall be released once the Advance Payment 3 is fully utilized along the progress of the project in accordance with the terms of the EPC Contract 3.

Quality guarantee:

Under the EPC Contract 3, for release of the Quality Assurance Fund 3 after date on which the completion of Works 3 is accepted by the Group and at any time within the warranty periods, Powerchina Jiangxi can opt to provide a letter of quality guarantee with an amount equivalent to the Quality Assurance Fund 3, to guarantee the due performance of the obligation of Powerchina Jiangxi to rectify all defects within the warranty periods in accordance with the terms of the quality warranty attached to the EPC Contract 3.

The Quality Assurance Fund 3 shall be released upon the fulfilment of the following conditions:

- (a) all defects of the Works 3 have been rectified during the warranty periods, and a certificate confirming the same has been issued by Xintong Wind Power;
- (b) all agreed technical standards stated in the EPC Contract 3 have been met; and if there is any quality issue, Powerchina Jiangxi shall have already resolved the issue in accordance with the EPC Contract 3; and
- (c) before the expiration of the warranty periods under the EPC Contract 3, with respect to any equipment with warranty periods exceeding one year, Powerchina Jiangxi shall unconditionally transfer the rights to the quality assurance obligation of the relevant suppliers of such equipment to Xintong Wind Power.

The Group shall perform the rights and obligations under the EPC Contract 3 subject to the approval by the Shareholders and other approvals required under the Listing Rules.

### **BASIS FOR DETERMINATION OF THE CONTRACT PRICES UNDER THE EPC CONTRACTS**

The contract prices under the EPC Contracts were determined by the parties after arm's length negotiation and through a tender selection process. In particular, the Company has considered the following factors during the selection of the contractor and the determination of the contract prices: (i) the design and construction proposal submitted; (ii) the track record of the candidates of contractors on performing similar projects; (iii) the size of operation, manpower and financial performance of the candidates of contractors; (iv) the expected power capacity (measured in MW) of the relevant wind farm; and (v) the prevailing market price of the provision of similar EPC services.

### **REASONS FOR AND BENEFITS OF ENTERING INTO THE EPC CONTRACTS**

Taking into account that wind power generation has been increasing rapidly in recently years and will be one of the most important driving forces for renewable energy power generation in the PRC as stated in the "14th Five-Year Plan", the Company is optimistic about the prospect of wind power industry in the foreseeable future. Surrounding the national large bases plan, the layout of large-scale wind power generation bases in "Northeast China, North China and Northwest China" is expected to be accelerated.

Starting from 2021, the Group has accelerated the pace of scale expansion development of clean energy and expansion of the scale of the wind power business has been one of the key focuses of the Group in this regard. The entering into of the EPC Contracts for wind farms located in the Tongliao City, Inner Mongolia would be in line with the national policies in terms of layout of sizeable power bases, as well as the Group's strategy to further develop and diversify the clean energy portfolio.

In view of the above, the Directors are of the view that the EPC Contracts will enable the Company to further expand its scale of business in the wind farm industry through the construction of quality wind power generation projects so as to enhance returns to the Shareholders.

The Directors have reviewed the EPC Contracts and are of the view that the terms and conditions of the EPC Contracts are fair and reasonable and the transactions contemplated thereunder are entered into on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

### **The EPC Contract 1**

As the highest applicable percentage ratio in respect of the EPC Contract 1 exceeds 25% but is less than 100%, the EPC Contract 1 constitutes a major transaction of the Company and is therefore subject to reporting, announcement, circular and the Shareholders' approval requirements under Chapter 14 of the Listing Rules.

### **The EPC Contract 2**

As the highest applicable percentage ratio in respect of the EPC Contract 2 exceeds 100%, the EPC Contract 2 constitutes a very substantial acquisition of the Company and is therefore subject to reporting, announcement, circular and the Shareholders' approval requirements under Chapter 14 of the Listing Rules.

### **The EPC Contract 3**

As the highest applicable percentage ratio in respect of the EPC Contract 3 exceeds 100%, the EPC Contract 3 constitutes a very substantial acquisition of the Company and is therefore subject to reporting, announcement, circular and the Shareholders' approval requirements under Chapter 14 of the Listing Rules.

## **INFORMATION OF THE PARTIES**

The Company is a company incorporated in Bermuda with limited liability, whose shares are listed on the main board of the Stock Exchange (stock code: 686) and is an investment holding company operating its business through its subsidiaries. The Group is principally engaged in the development, investment, operation and management of power plants and other clean energy projects.

Minglong New Energy is an indirect subsidiary of the Company established in the PRC with limited liability and owned as to approximately 90% by the Company as at the date of this announcement. Minglong New Energy is primarily engaged in, among others, (i) development, construction and operation of wind power and photovoltaic power generation projects; (ii) sale of self-produced electricity; and (iii) provision of technical consultation, technology transfer and other technical services in relation to wind power and photovoltaic power generation projects.



Xintong Wind Power is an indirect subsidiary of the Company established in the PRC with limited liability and owned as to approximately 80% by the Company as at the date of this announcement. Xintong Wind Power is primarily engaged in development and operation of power generation projects, power transmission business and power supply (distribution) business and provision of technical services in relation to wind power generation projects.

SEPCOIII is a company established in the PRC with limited liability and is principally engaged in, among others, (i) the design and provision of consultation for electricity, building, railway, road and bridge construction projects; (ii) the construction of electricity projects; and (iii) the installation, maintenance and repair of electricity facilities. It is a wholly-owned subsidiary of Power Construction Corporation of China\* (中國電力建設集團有限公司), which is wholly owned by the State-owned Assets Supervision and Administration Commission of the State Council.

Powerchina Jiangxi is a company established in the PRC with limited liability, which is principally engaged in power generation engineering and construction. It is a wholly-owned subsidiary of Power Construction Corporation of China, Ltd.\* (中國電力建設股份有限公司), a joint stock company incorporated in the PRC with limited liability, with its A shares listed on the Shanghai Stock Exchange (stock code: 601669).

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, SEPCOIII, Powerchina Jiangxi and their ultimate beneficial owners are third parties independent of the Company and connected persons of the Company as at the date of this announcement.

## **GENERAL**

The SGM will be convened by the Company to seek the Shareholders' approval of the EPC Contracts and the transactions contemplated thereunder.

A circular containing, among other things, (i) details of the EPC Contracts; (ii) the notice of SGM; and (iii) other information as required under the Listing Rules, is expected to be despatched to the Shareholders on or before 17 March 2023 as the Company needs more time to prepare and finalize information to be included in the circular.

**As the EPC Contracts may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.**

## DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms shall have the meanings as set out below:

“Board”	the board of Directors of the Company
“Company”	Beijing Energy International Holding Co., Ltd., a company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange (stock code: 686)
“connected persons”	has the meaning ascribed thereto under the Listing Rules
“Director(s)”	the director(s) of the Company
“EPC”	engineering, procurement and construction
“EPC Contract 1”	the EPC contract entered into between Minglong New Energy and SEPCOIII dated 20 January 2023 in relation to the Works 1
“EPC Contract 2”	the EPC contract entered into between Minglong New Energy and Powerchina Jiangxi dated 20 January 2023 in relation to the Works 2
“EPC Contract 3”	the EPC contract entered into between Xintong Wind Power and Powerchina Jiangxi dated 20 January 2023 in relation to the Works 3
“EPC Contracts”	collectively, EPC Contract 1, EPC Contract 2 and EPC Contract 3
“Facility 1”	a wind farm with total capacity of approximately 511MW located at Moli Temple, Horqin District, Tongliao City, the PRC, comprising, among others, 81 wind turbines of approximately 6MW and one wind turbine of 5MW, together with the corresponding 35kV collector line and one 220kV booster station

“Facility 2”	collectively, (i) a wind farm located at Dalin, Horqin District, Tongliao City, the PRC with total capacity of approximately 356MW, comprising, among others, 57 wind turbines of approximately 6MW, together with the corresponding 35kV collector line and one 220kV booster station; and (ii) a wind farm located at Gaolintun, Horqin District, Tongliao City, the PRC with total capacity of approximately 513MW, comprising, among others, 82 wind turbines of approximately 6MW, together with the corresponding 35kV collector line and one 220kV booster station
“Facility 3”	a wind farm located in Horqin Left Rear Banner, Tongliao City, the PRC with total capacity of 1,000MW, together with the corresponding two 220kV booster stations and access roads
“Group”	the Company and its subsidiaries
“kV”	Kilovolt
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time
“Minglong New Energy”	Tongliao Minglong New Energy Co., Ltd.* (通遼市銘龍新能源有限公司), a company established in the PRC with limited liability and an indirect subsidiary of the Company and owned as to approximately 90% by the Company as at the date of this announcement
“MW”	megawatt(s), which equals 1,000,000 watts
“Powerchina Jiangxi”	Powerchina Jiangxi Electric Power Construction Co., Ltd.* (中國電建集團江西省電力建設有限公司), a company established in the PRC with limited liability
“PRC”	the People’s Republic of China, which for the purposes of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“SEPCOIII”	SEPCOIII Electric Power Construction Co., Ltd.* (山東電力建設第三工程有限公司), a company established in the PRC with limited liability

“SGM”	the special general meeting of the Company to be convened for considering and, if thought fit, approving the EPC Contracts and the transactions contemplated thereunder
“Shareholder(s)”	holder(s) of the issued share(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Works 1”	the EPC services undertaken by SEPCOIII pursuant to the EPC Contract 1 for the construction of Facility 1, details of which are set out under the paragraph headed “The EPC Contract 1 – Principal terms of the EPC Contract 1 – Subject matter”
“Works 2”	the EPC services undertaken by Powerchina Jiangxi pursuant to the EPC Contract 2 for the construction of Facility 2, details of which are set out under the paragraph headed “The EPC Contract 2 – Principal terms of the EPC Contract 2 – Subject matter”
“Works 3”	the EPC services undertaken by Powerchina Jiangxi pursuant to the EPC Contract 3 for the construction of Facility 3, details of which are set out under the paragraph headed “The EPC Contract 3 – Principal terms of the EPC Contract 3 – Subject matter”
“Xintong Wind Power”	Tongliao Xintong Wind Power Co., Ltd.* (通遼市新通風能有限公司), a company established in the PRC with limited liability and an indirect subsidiary of the Company and owned as to approximately 80% by the Company as at the date of this announcement
“%”	per cent

For and on behalf of  
**Beijing Energy International Holding Co., Ltd.**  
**Zhang Ping**  
*Chairman of the Board*

Hong Kong, 20 January 2023

*As at the date of this announcement, the executive Directors are Mr. Zhang Ping (Chairman) and Mr. Lu Zhenwei; the non-executive Directors are Mr. Zhao Bing, Mr. Su Yongjian, Mr. Li Hao and Mr. Lu Xiaoyu; and the independent non-executive Directors are Ms. Jin Xinbin, Ms. Li Hongwei and Mr. Zhu Jianbiao.*

\* For identification purposes only