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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)

DISCLOSEABLE TRANSACTION
ACQUISITION OF THE ENTIRE EQUITY INTERESTS IN THE TARGET COMPANIES OWNING PHOTOVOLTAIC POWER PROJECTS IN HEBEI PROVINCE, THE PRC

THE ACQUISITIONS

On 22 December 2021 (after trading hours), the Purchaser (an indirect wholly-owned subsidiary of the Company), Vendor A and Target Company A entered into the Equity Transfer Agreement A, in relation to the acquisition of Target Company A, pursuant to which (i) the Purchaser conditionally agreed to purchase, and Vendor A conditionally agreed to sell, the entire equity interests in Target Company A; (ii) the Purchaser agreed that Target Company A will assume the amount of debts of Target Company A to the extent that they were disclosed to the Purchaser; and (iii) Target Company A will continue to perform all effective contracts entered into by Target Company A.

On 28 December 2021 (after trading hours), the Purchaser, Vendor B and Target Company B entered into the Equity Transfer Agreement B, in relation to the acquisition of Target Company B, pursuant to which (i) the Purchaser conditionally agreed to purchase, and Vendor B conditionally agreed to sell, the entire equity interests in Target Company B; (ii) the Purchaser agreed that Target Company B will assume the amount of debts of Target Company B to the extent that they were disclosed to the Purchaser; and (iii) Target Company B will continue to perform all effective contracts entered into by Target Company B.

On 30 December 2021 (after trading hours), the Purchaser, Vendor C, Vendor E and Target Companies C to E entered into the Equity Transfer Agreements C to E, respectively, in relation to the acquisitions of Target Companies C to E, pursuant to which (i) the Purchaser conditionally agreed to purchase, and Vendor C and Vendor E conditionally agreed to sell, the entire equity interests in Target Companies C to E, respectively; (ii) the Purchaser agreed that Target Companies C to E will assume the respective amount of debts of Target Companies C to E to the extent that they were disclosed to the Purchaser; and (iii) Target Companies C to E will continue to perform the respective effective contracts entered into by Target Companies C to E.

In view of the Equity Transfer Agreements, the Purchaser, the Vendors, the Target Companies and the EPC Main Contractor entered into the Cooperation Agreement A, the Cooperation Agreement B and the Cooperation Agreements C to E on 22, 28 and 30 December 2021 (after trading hours), respectively, for the purpose of the development of the respective project owned by the Target Companies.

LISTING RULES IMPLICATIONS

The transaction under each of the Equity Transfer Agreement A and Equity Transfer Agreement B does not constitute a discloseable transaction of the Company on a standalone basis or on an aggregate basis pursuant to Chapter 14 of the Listing Rules. The transactions under the Equity Transfer Agreement A, the Equity Transfer Agreement B and each of the Equity Transfer Agreements C to E were entered into by the indirect wholly-owned subsidiary of the Company with the corresponding Vendor, which are ultimately owned by the same persons as at the date of this announcement, i.e. Mr. Wang and Ms. Zhang, and therefore all the transactions under the Equity Transfer Agreements are required to be aggregated pursuant to Rule 14.22 of the Listing Rules.

As the highest applicable percentage ratio in respect of the Acquisitions on an aggregate basis exceeds 5% but is less than 25%, the Acquisitions collectively constitute a discloseable transaction of the Company and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

Shareholders and potential investors of the Company should note that Closing is subject to the satisfaction and/or, where applicable, waiver of the Conditions Precedent. As the Acquisitions may or may not proceed, Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the securities of the Company.

INTRODUCTION

The Board hereby announces that on 22 December 2021 (after trading hours), the Purchaser (an indirect wholly-owned subsidiary of the Company), Vendor A and Target Company A entered into the Equity Transfer Agreement A, in relation to the acquisition of Target Company A, pursuant to which (i) the Purchaser conditionally agreed to purchase, and Vendor A conditionally agreed to sell, the entire equity interests in Target Company A; (ii) the Purchaser agreed that Target Company A will assume the amount of debts of Target Company A to the extent that they were disclosed to the Purchaser; and (iii) Target Company A will continue to perform all effective contracts entered into by Target Company A.

On 28 December 2021 (after trading hours), the Purchaser, Vendor B and Target Company B entered into the Equity Transfer Agreement B, in relation to the acquisition of Target Company B, pursuant to which (i) the Purchaser conditionally agreed to purchase, and Vendor B conditionally agreed to sell, the entire equity interests in Target Company B; (ii) the Purchaser agreed that Target Company B will assume the amount of debts of Target Company B to the extent that they were disclosed to the Purchaser; and (iii) Target Company B will continue to perform all effective contracts entered into by Target Company B.

On 30 December 2021 (after trading hours), the Purchaser, Vendor C, Vendor E and Target Companies C to E entered into the Equity Transfer Agreements C to E, respectively, in relation to the acquisitions of Target Companies C to E, pursuant to which (i) the Purchaser conditionally agreed to purchase, and Vendor C and Vendor E conditionally agreed to sell, the entire equity interests in Target Companies C to E, respectively; (ii) the Purchaser agreed that Target Companies C to E will assume the respective amount of debts of Target Companies C to E to the extent that they were disclosed to the Purchaser; and (iii) Target Companies C to E will continue to perform the respective effective contracts entered into by Target Companies C to E.

In view of the Equity Transfer Agreements, the Purchaser, the Vendors, the Target Companies and the EPC Main Contractor entered into the Cooperation Agreement A, the Cooperation Agreement B and the Cooperation Agreements C to E on 22, 28 and 30 December 2021 (after trading hours), respectively, for the purpose of the development of the respective project owned by the Target Companies.

THE ACQUISITIONS

The Equity Transfer Agreements

Each of the Equity Transfer Agreements is of similar principal terms except the identity of the Vendors and the Target Companies and several Conditions Precedent, which are set out as below:

Date:	22 December 2021 (after trading hours) for Equity Transfer Agreement A 28 December 2021 (after trading hours) for Equity Transfer Agreement B 30 December 2021 (after trading hours) for Equity Transfer Agreements C to E
Parties:	(i) The Purchaser (ii) The Vendor to the corresponding Equity Transfer Agreement (iii) The Target Company to the corresponding Equity Transfer Agreement

Equity interests to be acquired

Pursuant to the respective Equity Transfer Agreements, the Purchaser conditionally agreed to purchase, and the Vendors conditionally agreed to sell, the entire equity interests in each of the Target Companies and the relevant rights associated with such equity interests.

Consideration and payment terms

The consideration for the transfer of entire equity interests in each of the Target Companies is RMB1. The aggregate consideration of the Acquisitions amounts to RMB5 and shall be paid by the Purchaser to the relevant Vendor by way of bank transfer within ten (10) Business Days after (i) the date of Closing; and (ii) the date which the Purchaser and the Vendor completed the handover of the relevant rights and both parties having signed a written confirmation in this regard (the "**Handover Date**").

The Purchaser agreed that each of the Target Companies will assume the corresponding debts of the Target Companies to the extent that they were disclosed to the Purchaser, which is in the amount of RMB780,500,000, RMB120,600,000, RMB1,370,500,000, RMB1,876,000,000 and RMB1,826,000,000, for Target Company A, Target Company B, Target Company C, Target Company D and Target Company E, respectively, and the Target Companies will continue to perform the respective effective contracts entered into by the Target Companies.

Basis of the Consideration

The consideration under each of the Equity Transfer Agreements was determined after arm's length negotiation between the Group and the corresponding Vendor, after considering various factors, among other, including (i) each of the Target Companies being at the pre-profit stage and having had no positive net asset as at 30 November 2021; (ii) the revenue to be generated from the photovoltaic power project owned by the Target Company and the total cost of construction of such project; and (iii) each of the Target Companies having had obtained certain approvals required for the development of the respective photovoltaic power project and having had entered into the EPC agreement in accordance with the applicable laws and regulations.

Conditions Precedent

Each of the Acquisitions is conditional on, among other things: –

(i) the approvals from the competent internal authorities of each of the parties and/or the Stock Exchange (in accordance with the requirements of the Stock Exchange and the competent regulatory authorities) having been obtained, including (a) with respect to the Target Company, the valid shareholder(s)' approval from the Vendor; (b) with respect to the Vendor, the resolution(s) from its shareholder(s)' meeting and the approval from its board of directors and its controlling shareholder(s); and (c) with respect to the Purchaser, the approval(s) from its shareholder(s), and the approval from the Board, the controlling Shareholder(s) and/or the Shareholders' meeting of the Company and the Stock Exchange (in accordance with the requirements of the Stock Exchange and the competent regulatory authorities);

(ii) apart from those matters which were disclosed to the Purchaser by the Vendor, in respect of the Target Company and the equity interests of the Target Company, there being no undisclosed or omitted matters in the financial due diligence report, legal due diligence report, technical due diligence report and assets valuation report which would have a material adverse effect on the appraisal results, the equity interests and their value;

(iii) the Vendor having provided the financial statements of the Target Company as of the reference date and other relevant information to the Purchaser and such data and information being comprehensive, true and accurate;

(iv) the "Engineering, Procurement and Construction" ("**EPC**") contractor having provided quality assurance as to the design, equipment, construction, installation, testing, operation and construction quality of the project of the Target Company, which shall meet the requirements of the Purchaser; the content and price of the contract for that EPC contractor having been confirmed in writing by the Purchaser; and the Vendor having procured the EPC contractor to enter into an agreement or a supplemental agreement (inclusive of technical agreement) with the Target Company and having obtained the written confirmation from the Purchaser; and

(v) the Vendor having procured the documentation agreeable among the Vendor, the Target Company and the financial institutions with respect to, among others, the Acquisition, the release of the equity pledge on the equity interests of the Target Company and the transfer of such equity interests to the Purchaser.

Apart from the abovementioned Conditions Precedent, the acquisition of Target Company A, Target Company B, Target Company C, Target Company D and Target Company E are conditional on, the following additional and specific Conditions Precedent:

(i) the acquisition of Target Company A

(a) the operation and management entrustment agreement between the Vendor, the Target Company and the EPC Main Contractor having been discharged.

(ii) the acquisition of Target Company B

(a) the operation and management entrustment agreement between the Vendor, the Target Company and the EPC Main Contractor having been discharged;

(b) the Target Company having entered into a rooftop leasing agreement(s) with the relevant rooftop lessor(s) for the full life cycle of the project. Such agreement(s) shall specify the leasing term of twenty (20) years and such term shall be unconditionally and automatically renewed for five (5) years by the parties upon expiry, with the rent and payment methods remained unchanged;

(c) the leased land and construction land for the project being in compliance with the policy requirements and there being no illegal use of land. The approval for the use of project land shall include the application for the perpetual use of the construction land for the project(項目永久佔地的建設用地審批手續); the opinion for the choice of project land and the pre-approval opinion for the use of land(項目用地的選址意見及用地預審意見); the proof that the project land does not involve basic farmland and ecological red lines(項目用地不涉及基本農田和生態紅線證明); and the procedure for overlying minerals by the project land(項目用地的壓覆礦手續)etc.; and

(d) the lease(s) of the leased factory rooftop for the project having been registered and there being evidence showing that the property rights of the factory(ies) are not subject to any pledge, seizure and duplicated leases etc.

(iii) the acquisition of Target Company C

(a) the operation and management entrustment agreement between the Vendor, the Target Company and the EPC Main Contractor having been discharged;

(b) the leased land and construction land for the project being in compliance with the policy requirements and there being no illegal use of land. The approval for the use of project land shall include the application for the perpetual use of the construction land for the project; the opinion for the choice of project land and the pre-approval opinion for the use of land; the proof that the project land does not involve basic farmland and ecological red lines; and the procedure for overlying minerals by the project land etc.; and

(c) the Target Company having obtained a proof that there is no covering of material mineral resources issued by the natural resources and planning department or having entered into an agreement with the mining rights unit(s) to confirm the subsequent production and operation of the photovoltaic power project would not be affected.

(iv) the acquisition of Target Company D

(a) the operation and management entrustment agreement between the Vendor, the Target Company and the EPC Main Contractor having been discharged; and

(b) the leased land and construction land for the project being in compliance with the policy requirements and there being no illegal use of land. The approval for the use of project land shall include the application for the perpetual use of the construction land for the project; the opinion for the choice of project land and the pre-approval opinion for the use of land; the proof that the project land does not involve basic farmland and ecological red lines; and the procedure for overlying minerals by the project land etc.; and

(c) the Target Company having obtained a proof that there is no covering of material mineral resources issued by the natural resources and planning department or having entered into an agreement with the mining rights unit(s) to confirm the subsequent production and operation of the photovoltaic power project would not be affected.

(v) the acquisition of Target Company E

(a) the operation and management entrustment agreement between the Vendor, the Target Company and the EPC Main Contractor having been discharged; and

(b) the Target Company having obtained a proof that there is no covering of material mineral resources issued by the natural resources and planning department or having entered into an agreement with the mining rights unit(s) to confirm the subsequent production and operation of the photovoltaic power project would not be affected.

Closing

The change of industrial and commercial registration for the Acquisition shall be performed within ten (10) Business Days after (a) the respective Conditions Precedent having been fulfilled; (b) the signing of such Equity Transfer Agreement; and (c) the respective project becoming grid-connected power generation in full capacity, and both the Vendor and the Purchaser shall complete the registration of the transfer of equity interests in the relevant Target Company. The completion date of the change of industrial and commercial registration shall be the date of Closing.

Upon Closing, each of the Target Companies will become an indirect wholly-owned subsidiary of the Company and the financial results and assets and liabilities of each of the Target Companies will be consolidated into the consolidated financial statements of the Company.

Closing of each of the Equity Transfer Agreements is not conditional upon each other.

The Cooperation Agreements

In view of the signing of the Equity Transfer Agreements and for the purpose of confirming the rights and responsibilities of the parties in respect of the development of the project of each of the Target Companies, the Purchaser, the Vendors, the Target Companies and the EPC Main Contractor entered into the Cooperation Agreement A, Cooperation Agreement B and the Cooperation Agreements C to E on 22, 28 and 30 December 2021 (after trading hours), respectively. Each of the Cooperation Agreements is of similar principal terms, which are set out as below:

Date:	22 December 2021 (after trading hours) for the Cooperation Agreement A 28 December 2021 (after trading hours) for the Cooperation Agreement B 30 December 2021 (after trading hours) for the Cooperation Agreements C to E
Parties:	(i) The Purchaser (ii) The Vendor to the corresponding Cooperation Agreement (iii) The Target Company to the corresponding Cooperation Agreement (iv) The EPC Main Contractor

Conditions precedent

Each of the Cooperation Agreements shall become effective conditional on, among other things: –

(i) the Equity Transfer Agreement between the Purchaser and the Vendor being effective, there being no breach of representations, warranties and undertakings by the parties and there being no material loss or material adverse impact brought by each other;

(ii) as of the date of Closing and the Handover Date, the EPC Main Contractor being the actual controller of the Target Company. The shareholder(s) of the Target Company shall confirm that the EPC Main Contractor is the actual controller of the Target Company and they shall unconditionally and irrevocably entrust the EPC Main Contractor to handle the transfer of equity interests in the Target Company and handle the relevant procedure in respect of the pledge on the equity interests and the right to proceeds (including the release of such pledge);

(iii) the approvals from the competent internal authorities of each of the parties and/or the Stock Exchange (in accordance with the requirements of the Stock Exchange and the competent regulatory authorities) in respect of such Cooperation Agreement having been obtained;

(iv) in respect of the project land, the EPC Main Contractor having ensured the signing of the land agreement(s) by the Target Company required for the construction of the project in full capacity and for full life cycle having been completed, and having performed all the required legal procedures and obtained the relevant legal documents for the use of the land for the project; and

(v) the Target Company having obtained a proof that there is no covering of material mineral resources issued by the natural resources and planning department or having entered into an agreement with the mining rights unit(s) to confirm the subsequent production and operation of the photovoltaic power project would not be affected.

Potential adjustment on the amount of debts to be assumed by the Target Companies

The parties to the Cooperation Agreement confirm that, the Purchaser agreed that the Target Company will assume the amount of debts to the extent that they were disclosed to the Purchaser. Such amount shall be subject to adjustment in accordance with the amount of the actual on-grid power tariff and thus the maximum amount of debts to be assumed by Target Company A, Target Company B, Target Company C, Target Company D and Target Company E amount to RMB802,300,000, RMB124,100,000, RMB1,408,000,000, RMB1,927,000,000 and RMB1,876,300,000, respectively.

Payment arrangement

The parties to the Cooperation Agreement confirm that, (i) after Closing and the handover of the relevant rights and the Purchaser and the relevant Vendor having signed a written confirmation in this regard; and (ii) upon fulfilment of the payment conditions of the respective EPC agreement, the Target Company will retain certain portion of the agreement sum of the EPC agreement for specific purposes as mentioned in the respective Cooperation Agreement and will release the same to the EPC Main Contractor according to the progress of the project. The retention sum for Target Company A, Target Company B, Target Company C, Target Company D and Target Company E amount to approximately RMB6,000,000, RMB4,000,000, RMB8,000,000, RMB8,000,000 and RMB8,000,000, respectively. In the meantime, the Target Company A, Target Company B, Target Company C, Target Company D and Target Company E will pay to the EPC Main Contractor in the sum of approximately RMB170,306,000, RMB2,190,000, RMB255,424,000, RMB337,080,000 and RMB425,005,000, respectively, as part of the payment of the EPC agreement sum.

Upon the actual on-grid power tariff being confirmed and the project having been completed and accepted, the Target Company will pay 95% of the remaining amount of the EPC agreement sum (subject to adjustment according to the amount of the actual on-grid power tariff) to the EPC Main Contractor while the remaining 5% will be used as quality assurance fund.

INFORMATION ABOUT THE PARTIES

Information of the Group and the Purchaser

The Company is a company incorporated in Bermuda with limited liability 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 renewable energy projects. The Purchaser is a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company. It is principally engaged in the development and operation of solar energy and other clean energy.

Information of the Target Companies

Each of the Target Companies is a company established in the PRC with limited liability. The Target Companies are principally engaged in the development, operation and maintenance of photovoltaic power plants in the PRC and located in Hebei Province, the PRC. Each of the Target Companies owns one photovoltaic power project with the capacity ranging from 30MW to 400MW in different counties and cities in Hebei Province.

Target Company A

Target Company A had not commenced operation in 2019 and 2020, and therefore it did not generate profit for the years ended 31 December 2019 and 31 December 2020. As at 30 November 2021, the unaudited net liabilities of Target Company A amounted to approximately RMB29,000. As at the date of this announcement, Target Company A is wholly owned by Vendor A.

Target Company B

Target Company B had not commenced operation in 2019 and 2020, and therefore it did not generate profit for the years ended 31 December 2019 and 31 December 2020. As at 30 November 2021, the unaudited net liabilities of Target Company B amounted to approximately RMB707,000. As at the date of this announcement, Target Company B is wholly owned by Vendor B.

Target Company C

Target Company C had not commenced operation in 2019 and 2020, and therefore it did not generate profit for the years ended 31 December 2019 and 31 December 2020. As at 30 November 2021, the unaudited net liabilities of Target Company C amounted to approximately RMB98,000. As at the date of this announcement, Target Company C is wholly owned by Vendor C.

Target Company D

Target Company D had not commenced operation in 2019 and 2020, and therefore it did not generate profit for the years ended 31 December 2019 and 31 December 2020. As at 30 November 2021, the unaudited net liabilities of Target Company D amounted to approximately RMB207,000. As at the date of this announcement, Target Company D is wholly owned by Vendor C.

Target Company E

Target Company E had not commenced operation in 2019 and 2020, and therefore it did not generate profit for the years ended 31 December 2019 and 31 December 2020. As at 30 November 2021, the unaudited net liabilities of Target Company E amounted to approximately RMB362,000. As at the date of this announcement, Target Company E is wholly owned by Vendor E.

Information of the Vendors

Vendor A is principally engaged in the development of photovoltaic power projects in the PRC. As at the date of this announcement, Vendor A is directly owned as to 100% by Hebei Yuchuan New Energy Development Co., Ltd.*(河北禹川新能源開發有限公司), which is directly owned as to 99% and 1% by Mr. Wang and Ms. Zhang, respectively.

Vendor B is principally engaged in the development of photovoltaic power projects in the PRC. As at the date of this announcement, Vendor B is directly owned as to 100% by Hebei Guoshun New Energy Technology Group Co., Ltd.*(河北國順新能源科技集團有限公司) ("**Hebei Guoshun**"), which is directly owned as to 100% by Hebei Guojiu Technology Co., Ltd.*(河北國九科技有限公司)("**Hebei Guojiu**"). Hebei Guojiu is directly owned as to 76% and 24% by Mr. Wang and Ms. Zhang, respectively, as at the date of this announcement.

Vendor C is principally engaged in the development of photovoltaic power projects in the PRC. As at the date of this announcement, Vendor C is directly owned as to 100% by Hebei Guoshun, which is directly owned as to 100% by Hebei Guojiu. Hebei Guojiu is directly owned as to 76% and 24% by Mr. Wang and Ms. Zhang, respectively, as at the date of this announcement.

Vendor E is principally engaged in the development of photovoltaic power projects in the PRC. As at the date of this announcement, Vendor E is directly owned as to 100% by Hebei Guoshun, which is directly owned as to 100% by Hebei Guojiu. Hebei Guojiu is directly owned as to 76% and 24% by Mr. Wang and Ms. Zhang, respectively, as at the date of this announcement.

Information of the EPC Main Contractor

The EPC Main Contractor 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*(中國電力建設集團有限公司), which is a state-owned enterprise in the PRC directly and wholly owned by the State-owned Assets Supervision and Administration Commission of the State Council.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of the Vendor, each of the Target Companies and the EPC Main Contractor and their respective ultimate beneficial owners (if applicable) are independent third parties of the Company and its Connected Persons as at the date of this announcement.

REASONS FOR AND BENEFITS OF THE ACQUISITIONS

The Group, being principally engaged in the development, investment, operation and management of power plants and other renewable energy projects, has been identifying suitable investment opportunities to acquire renewable energy projects with good prospects and potential for stable returns.

The Board is of the view that the Acquisitions will be complementary to the Group's existing renewable power plant portfolio and enables the Group to further expand its scale of business in the renewable energy sector to enhance return to the Shareholders. The Acquisitions are therefore considered by the Board to be a good opportunity to expand the Group's existing renewable energy business.

The Directors (including the independent non-executive Directors) consider that the terms and conditions of the Acquisitions are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATION

The transaction under each of the Equity Transfer Agreement A and Equity Transfer Agreement B does not constitute a discloseable transaction of the Company on a standalone basis or on an aggregate basis pursuant to Chapter 14 of the Listing Rules. The transactions under the Equity Transfer Agreement A, the Equity Transfer Agreement B and each of the Equity Transfer Agreements C to E were entered into by the indirect wholly-owned subsidiary of the Company with the corresponding Vendor, which are ultimately owned by the same persons as at the date of this announcement, i.e. Mr. Wang and Ms. Zhang, and therefore all the transactions under the Equity Transfer Agreements are required to be aggregated pursuant to Rule 14.22 of the Listing Rules.

As the highest applicable percentage ratio in respect of the Acquisitions on an aggregate basis exceeds 5% but is less than 25%, the Acquisitions collectively constitute a discloseable transaction of the Company and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

Shareholders and potential investors of the Company should note that Closing is subject to the satisfaction and/or, where applicable, waiver of the Conditions Precedent. As the Acquisitions may or may not proceed, Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the securities of the Company.

DEFINITIONS

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

"Acquisition(s)"	all or any of the proposed acquisition of the entire equity interest in each of the Target Companies by the Purchaser from the Vendors, as contemplated under the Equity Transfer Agreements
"Board"	the board of Directors of the Company
"Business Days"	a day excluding Saturdays, Sundays and statutory holidays in the PRC
"Closing"	completion of the relevant Acquisition pursuant to the corresponding Equity Transfer Agreement

"Company"	Beijing Energy International Holding Co., Ltd.(北京能源國際控股有限公司), 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)
"Conditions Precedent"	the conditions precedent to the completion of the sale and purchase of the entire equity interests in the Target Companies set out in each of the Equity Transfer Agreements
"Connected Person(s)"	has the meaning ascribed to it under the Listing Rules
"Cooperation Agreement(s)"	the Cooperation Agreement A, the Cooperation Agreement B and the Cooperation Agreements C to E
"Cooperation Agreement A"	the conditional cooperation agreement dated 22 December 2021 entered into by the Purchaser, Vendor A, Target Company A and the EPC Main Contractor
"Cooperation Agreement B"	the conditional cooperation agreement dated 28 December 2021 entered into by the Purchaser, Vendor B, Target Company B and the EPC Main Contractor
"Cooperation Agreements C to E"	the conditional cooperation agreements dated 30 December 2021 entered into by the Purchaser, Vendor C, Vendor E, Target Companies C to E and the EPC Main Contractor, respectively
"Director(s)"	the directors of the Company
"Equity Transfer Agreement(s)"	all or any of the Equity Transfer Agreement A, the Equity Transfer Agreement B and the Equity Transfer Agreements C to E

"Equity Transfer Agreement A"	the conditional equity transfer agreement dated 22 December 2021 entered into by the Purchaser, Vendor A and Target Company A, in relation to the acquisition of Target Company A, on the terms and conditions set out therein
"Equity Transfer Agreement B"	the conditional equity transfer agreement dated 28 December 2021 entered into by the Purchaser, Vendor B and Target Company B, in relation to the acquisition of Target Company B, on the terms and conditions set out therein
"Equity Transfer Agreements C to E"	the conditional equity transfer agreements dated 30 December 2021 entered into by the Purchaser, Vendor C, Vendor E and Target Companies C to E, respectively, in relation to the acquisition of Target Companies C to E, on the terms and conditions set out therein
"EPC Main Contractor"	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 and a wholly-owned subsidiary of Power Construction Corporation of China*(中國電力建設集團有限公司)
"Group"	the Company and its subsidiaries
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time
"Mr. Wang"	Mr. Wang Wuwei(王五偉先生), one of the ultimate beneficial owners of each of the Vendors
"Ms. Zhang"	Ms. Zhang Ping(張萍女士), one of the ultimate beneficial owners of each of the Vendors

"MW"	megawatt(s), which equals 1,000,000 watts
"PRC"	the People's Republic of China, which for the purpose of this announcement, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
"Purchaser"	Beijing United Rongbang New Energy Technology Co., Ltd.*(北京聯合榮邦新能源科技有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
"RMB"	Renminbi, the lawful currency of the PRC
"Share(s)"	ordinary share(s) of HK$0.1 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the issued Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Target Companies C to E"	Target Company C, Target Company D and Target Company E
"Target Company(ies)"	all or any of Target Company A, Target Company B, Target Company C, Target Company D and Target Company E
"Target Company A"	Nangong City Guolong New Energy Technology Co., Ltd.*(南宮市國隆新能源科技有限公司), a company established in the PRC with limited liability and is directly wholly owned by the Vendor A as at the date of this announcement

"Target Company B"	Nangong City Guorui New Energy Technology Co., Ltd.*(南宮市國瑞新能源科技有限公司), a company established in the PRC with limited liability and is directly wholly owned by the Vendor B as at the date of this announcement
"Target Company C"	Guangzong County Guorui Energy Co., Ltd.*(廣宗縣國瑞能源有限公司), a company established in the PRC with limited liability and is directly wholly owned by Vendor C as at the date of this announcement
"Target Company D"	Longyao County Guochang New Energy Technology Co., Ltd.*(隆堯縣國昌新能源科技有限公司), a company established in the PRC with limited liability and is directly wholly owned by Vendor C as at the date of this announcement
"Target Company E"	Nangong City Guoshun New Energy Technology Co., Ltd.*(南宮市國順新能源科技有限公司), a company established in the PRC with limited liability and is directly wholly owned by Vendor E as at the date of this announcement
"Vendor(s)"	all or any of Vendor A, Vendor B, Vendor C and Vendor E
"Vendor A"	Nangong City Yuchuan New Energy Technology Co., Ltd.*(南宮市禹川新能源科技有限公司), a company established in the PRC with limited liability and the vendor for Target Company A
"Vendor B"	Zanhuang County Shunli Energy Co., Ltd.*(贊皇縣順利能源有限公司), a company established in the PRC with limited liability and the vendor for Target Company B

"Vendor C"	Hebei Hangtian Yuanfeng New Energy Technology Co., Ltd.* (河北航天遠豐新能源科技有限公司), a company established in the PRC with limited liability and the vendor for Target Company C and Target Company D
"Vendor E"	Guangzong County Guoshun Energy Co., Ltd.* (廣宗縣國順能源有限公司), a company established in the PRC with limited liability and the vendor for Target Company E
"%"	per cent

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

Hong Kong, 30 December 2021

As at the date of this announcement, the executive directors of the Company are Mr. Zhang Ping (Chairman) and Mr. Lu Zhenwei; the non-executive directors of the Company are Mr. Sui Xiaofeng, Mr. Zhao Bing and Mr. Li Hao; and the independent non-executive directors of the Company are Ms. Jin Xinbin, Ms. Li Hongwei and Mr. Zhu Jianbiao.

* *For identification purposes only*