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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
ENGINEERING, PROCUREMENT AND CONSTRUCTION CONTRACT RELATING TO A 80MW WIND POWER GENERATION PROJECT IN HEBEI PROVINCE, THE PRC

THE EPC CONTRACT

On 22 April 2025, BES Cangzhou, a non wholly-owned subsidiary of the Company, as the principal, entered into the EPC Contract with the Consortium, as the contractors. Pursuant to the EPC Contract, the Consortium will provide EPC services to BES Cangzhou for the construction of the EPC Project. The contract price under the EPC Contract amounted to approximately RMB509 million (tax inclusive).

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio in respect of entering into the EPC Contract exceeds 5% but is less than 25%, entering into the EPC Contract constitutes a discloseable transaction of the Company and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

INTRODUCTION

The Board is pleased to announce that on 22 April 2025, BES Cangzhou, a non wholly-owned subsidiary of the Company, as the principal, entered into the EPC Contract with the Consortium, as the contractors. Pursuant to the EPC Contract, the Consortium will provide EPC services to BES Cangzhou for the construction of the EPC Project. The contract price under the EPC Contract amounted to approximately RMB509 million (tax inclusive).

THE EPC CONTRACT

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

Date:	22 April 2025
Parties:	(i) BES Cangzhou (as the principal) (ii) Consortium (as the contractors)
Subject Matter:	The Consortium agreed to serve as the EPC contractors to provide EPC services to BES Cangzhou for the construction of the EPC Project. The EPC services under the EPC Contract include, among others, the survey, design, procurement of equipment and materials, construction, installation, testing, acceptance works and provision of services related to the warranty of the entire system during the warranty period of the EPC Project. In addition, the Consortium shall also be responsible for all permanent and temporary land acquisition, compliance procedures, revegetation and external coordination, etc., arising out of and in connection with the construction of the EPC Project. The Consortium shall implement and complete the construction of the EPC Project in accordance with the EPC Contract and remedy any failure or defects during the one-year warranty period of the EPC Project carried out under the EPC Contract.

Construction Period: The construction of the EPC Project shall commence upon the written notice from BES Cangzhou, and is expected to complete within 268 calendar days from the date on which the written notice has been served under the EPC Contract.

Contract Price and Payment Method: The contract price under the EPC Contract is approximately RMB509 million (tax inclusive) which consists of construction payment, installation payment, equipment and materials payment, other equipment payment and other fees, the details of the payment structure are as follows:

Payments & fees		*Approximately RMB' million*
1.	Construction payment	175
2.	Installation payment	96
3.	Equipment and materials payment	204
4.	Other equipment payment	3
5.	Other fees	31
Total		509

The payment shall be settled as follows:

(i) Advance Payment

20% of the contract price under the EPC Contract (representing approximately RMB102 million (tax inclusive)) as advance payment (the "**Advance Payment**") shall be paid to the Consortium upon the fulfillment of the following conditions, including (i) the EPC Contract being signed and effective; (ii) the receipt of the letter of performance guarantee (equivalent to 10% of the contract price under the EPC Contract, and is irrevocable and payable on demand) and the letter of advance payment guarantee (equivalent to 10% of the contract price under the EPC Contract, and is payable on demand); (iii) the issue of valid receipts with equivalent amounts by the Consortium to BES Cangzhou and (iv) BES Cangzhou having approved the commencement of the construction.

(ii) Milestone Payment

Based on the progress of the project and the receipt of the relevant invoice(s), BES Cangzhou shall pay to the Consortium with respect to construction payment, installation payment, equipment and materials payment, other equipment payment and other fees. In furtherance to the above, BES Cangzhou shall pay up to 97% of the construction payment, 97% of the installation payment, 95% of the equipment and materials payment and 95% of other equipment payment, 95% of the other fees (representing an aggregate sum of up to approximately RMB489 million (tax inclusive), inclusive of the Advance Payment) upon the fulfilment of certain conditions set out under the EPC Contract, including, among others, completion of settlement audit for the EPC Project, and special value-added tax invoice(s) issued by the Consortium.

(iii) Quality Assurance Fund

3% of the construction payment, 3% of the installation payment, 5% of the equipment and materials payment, 5% of the other equipment payment and 5% of other fees (representing an aggregate sum of approximately RMB20 million (tax inclusive)) under the EPC Contract shall be retained by BES Cangzhou as quality assurance fund and be paid to the Consortium (after deduction of any part thereof pursuant to the EPC Contract) until the expiration of the one-year warranty period, which is one year starting from the date of the acceptance of the construction of the EPC Project subject to the fulfillment of the following conditions:

(1) resolving all defects of the construction works within the warranty period and a quality confirmation letter issued by BES Cangzhou;

(2) meeting the agreed technical standards stated in the EPC Contract. If there is quality issue, the Consortium shall complete the quality repairs in accordance with the EPC Contract; and

(3) before the expiration of the warranty period under the EPC Contract, with respect to any equipment with warranty period exceeding one year, the unconditional transfer of the rights to the quality assurance obligation of the relevant suppliers of such equipment by the Consortium to BES Cangzhou. All contracts for procurement of equipment and materials signed by the Consortium shall specify the warranty period, technical parameters for quality assurance and BES Cangzhou as the party to whom the relevant supplier is responsible. Before the handover of the EPC Project to BES Cangzhou, the Consortium is responsible for coordinating with the equipment supplier for warranty-related matters.

Performance Guarantee: Under the EPC Contract, the Consortium shall provide a letter of performance guarantee issued by a commercial bank (as agreed upon by BES Cangzhou) with an amount equivalent to 10% of the contract price under the EPC Contract (the "**Letter of Performance Guarantee**") within 30 days after the EPC Contract becomes effective, to guarantee the due performance by the Consortium of their obligations under the EPC Contract.

The validity period of the Letter of Performance Guarantee shall expire upon the completion and settlement of the EPC Project.

In the event the provision of the Letter of Performance Guarantee is overdue by more than 60 days, BES Cangzhou is entitled to terminate the EPC Contract and the Consortium will be responsible for any losses incurred thereunder.

Advance Payment Guarantee: Under the EPC Contract, after the EPC Contract becomes effective and prior to BES Cangzhou's payment of the Advance Payment to the Consortium, the Consortium shall provide a letter of advance payment guarantee issued by a commercial bank (as agreed upon by BES Cangzhou) with an amount equivalent to 10% of the contract price under the EPC Contract, to guarantee that the Advance Payment will be used in accordance with the terms of the EPC Contract.

The letter of advance payment guarantee shall be released once the construction and installation have completed and all equipment and materials have been delivered.

Escrow Account: The Consortium shall establish an escrow account (the "**Escrow Account** ") for receiving certain payments under the EPC Contract, which shall be jointly managed by BES Cangzhou and the Consortium, and subject to the terms specified in the EPC Contract. The usage of the fund in the Escrow Account shall be approved by BES Cangzhou and for the sole purpose of performing the EPC Project.

BASIS FOR DETERMINATION OF THE CONTRACT PRICE UNDER THE EPC CONTRACT

The contract price under the EPC Contract was determined by the parties after arm's length negotiation and through a tendering selection process. In particular, the Company has considered the following factors during the selection of the contractors and the determination of the relevant contract price: (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 EPC Project; and (v) the prevailing market price of the provision of similar EPC services.

REASONS FOR AND BENEFITS OF ENTERING INTO THE EPC CONTRACT

Having considered the development and the expected return from the investment in wind power generation in the renewable energy industry in the PRC, the Company is optimistic about the prospect of such 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.

The Group has accelerated the pace of scale expansion development of clean energy and expansion of the scale of the wind power business, which has been one of the key focuses of the Group in this regard. To the best of the Directors' knowledge, NEPC and Shandong Huanneng are well-established companies with substantial experience in the construction and development of renewable energy power generation projects in the PRC. Entering into the EPC Contract would be in line with the national policies in terms of layout of sizeable power bases and will enable the Company to further expand its scale of business in wind power station in the renewable energy industry and diversify the clean energy portfolio through the construction of quality wind power generation projects so as to enhance returns to the Shareholders.

In view of the above, the Directors have reviewed the EPC Contract and are of the view that the terms and conditions of the EPC Contract are fair and reasonable and the transaction contemplated thereunder is entered into on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio in respect of entering into the EPC Contract exceeds 5% but is less than 25%, entering into the EPC Contract constitutes a discloseable transaction of the Company and is therefore subject to the notification and announcement 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.

BES Cangzhou is a company established in the PRC with limited liability and is a non wholly-owned subsidiary of the Company. It is primarily engaged in power generation business, power transmission business and power supply (distribution) business.

NEPC is a company established in the PRC with limited liability and is primarily engaged in, among others, construction of engineering projects, supervision of construction projects, electrical installation services and installation, maintenance, and testing of power transmission, distribution and reception infrastructure. As at the date of this announcement, to the best information of the Directors, NEPC is a wholly-owned subsidiary of China Energy Engineering Corporation Limited* (中國能源建設股份有限公司), a joint stock company established in the PRC with limited liability, the H shares and A shares of which are listed on the main board of the Stock Exchange (stock code: 3996) and on the Shanghai Stock Exchange (stock code: 601868), respectively.

Shandong Huanneng is a company established in the PRC with limited liability and is primarily engaged in, among others, engineering design, surveying, supervision and construction implementation, alongside specialized operations such as electrical infrastructure installation and maintenance, manufacturing and inspection of specialized equipment, smart building system design, territorial spatial planning, geospatial surveying, and power generation, transmission and distribution operations. As at the date of this announcement, to the best information of the Directors, Shandong Huanneng is indirectly beneficially owned as to approximately 50%, 24% and 24% by Zhang Fuquan* (張福泉), Zhang Guanzhou* (張冠洲) and Yang Liangbo* (楊亮波), respectively.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, each member of the Consortium and their ultimate beneficial owners are Independent Third Parties of the Company and not connected persons of the Company as at the date of this announcement.

DEFINITIONS

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

"BES Cangzhou"	Beijing Energy Sembcorp (Cangzhou) Energy Co., Ltd.* (京能勝科(滄州)能源有限公司), a company established in the PRC with limited liability and a non wholly-owned subsidiary of the Company
"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
"Consortium"	a consortium comprising NEPC (as the consortium leader) and Shandong Huanneng (as the consortium member)
"Director(s)"	director(s) of the Company
"EPC"	engineering, procurement and construction

"EPC Contract"	the EPC contract entered into between BES Cangzhou and the Consortium dated 22 April 2025 in relation to the construction of the EPC Project
"EPC Project"	the wind power generation project located in Hebei Province, the PRC with a total planned construction capacity of 80MW
"Group"	the Company and its subsidiaries
"Hong Kong"	Hong Kong Special Administrative Region of the PRC
"Independent Third Party(ies)"	a person, or in the case of a company, the company or its ultimate beneficial owner(s), who is independent of and not connected with the Group and its connected persons and their respective ultimate beneficial owner(s) or their respective associates
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time
"MW"	megawatt(s), which equals 1,000,000 watts
"NEPC"	China Energy Engineering Group Northeast No.1 Electric Power Construction Co., Ltd. (中國能源建設集團東北電力第一工程有限公司), a company established in the PRC with limited liability
"PRC"	the People's Republic of China, which for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
"RMB"	Renminbi, the lawful currency of the PRC
"Shandong Huanneng"	Shandong Huanneng Design Institute Co., Ltd.* (山東省環能設計院股份有限公司), a company established in the PRC with limited liability
"Shareholder(s)"	holder(s) of the issued share(s) of the Company

"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiary(ies)"	has the meaning ascribed thereto under the Listing Rules
"%"	per cent

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

Hong Kong, 22 April 2025

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. Liu Guoxi, Mr. Su Yongjian, Mr. Li Hao, Mr. Lu Xiaoyu and Mr. Wang Cheng; and the independent non-executive directors of the Company are Ms. Jin Xinbin, Ms. Li Hongwei, Mr. Zhu Jianbiao and Mr. Zeng Ming.

* *For identification purpose only*