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京能集团

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 THE SUPPORTING FACILITIES AND INFRASTRUCTURE OF THE 100 MW WIND POWER PROJECT IN HEILONGJIANG, THE PRC

THE EPC CONTRACT

On 9 January 2026, Jingrui (a 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 Jingrui for the construction of the EPC Project. The contract price under the EPC Contract amounted to approximately RMB135 million (tax inclusive).

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio in respect of the entering into of the EPC Contract exceeds 5% but is less than 25%, the entering into of 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 9 January 2026, Jingrui, a 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 Jingrui for the construction of the EPC Project. The contract price under the EPC Contract amounted to approximately RMB135 million (tax inclusive).

THE EPC CONTRACT

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

Date:	9 January 2026
Parties:	(i) Jingrui (as the principal) (ii) the Consortium (as the contractors)
Subject Matter:	The Consortium agreed to serve as the EPC contractors to provide EPC services to Jingrui for the construction of the EPC Project. The EPC services under the EPC Contract include, among others, all survey, design, procurement of equipment and materials, construction, installation, testing and acceptance works within the scope of the EPC Project, as well as other ancillary and related services necessary for the completion 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 defects or deficiencies during the 24-month warranty period of the EPC Project as provided under the EPC Contract.
Construction Period:	The construction of the EPC Project shall commence upon receipt of a written notice from Jingrui, and is expected to be completed within 274 calendar days from the date on which such written notice has been served under the EPC Contract.

Contract Price and Payment Method:

The total contract price under the EPC Contract is approximately RMB135 million (tax inclusive). The contract price consists of construction and installation fee, equipment and material fee, survey, design and technical service fee and other fee, and will be settled by bank transfer in accordance with the EPC Contract. For reference, the indicative composition is set out below:

	Payments & fees	**Approximately** *RMB'million*
1.	Construction and installation fee	119
2.	Equipment and material fee	13
3.	Survey, design and technical service fee	2
4.	Other fee	1
	Total	135

The payment shall be settled as follows:

(i) Advance Payment

20% of the contract price under the EPC Contract as advance payment (the "**Advance Payment**") shall be paid to the Consortium within 20 working days upon the fulfillment of the following conditions, including (i) the EPC Contract being signed and being effective; (ii) the receipt of the letter of performance guarantee (equivalent to 10% of the contract price under the EPC Contract) and the letter of advance payment guarantee (equivalent to 10% of the contract price under the EPC Contract), both of which are irrevocable and payable on demand; and (iii) the issue of valid receipts with equivalent amounts by the Consortium to Jingrui.

(ii) Milestone Payment

Based on the progress of the project and the receipt of the relevant invoice(s), Jingrui shall make milestone payments to the Consortium of up to 80% of the construction and installation fee, 80% of the equipment and material fee, 60% of the survey, design and technical service fee and 80% of other fee. In furtherance to the above, Jingrui shall pay up to 97% of the construction and installation fee and up to 95% of all the other fees upon the fulfilment of certain conditions set out under the EPC Contract, including, among others, achieving satisfactory results from the inspection by Jingrui in respect of the completed works.

(iii) Quality Assurance Fund

The remaining 3% of the construction and installation fee and 5% of all the other fees shall be retained by Jingrui as quality assurance fund and paid to the Consortium (after deduction of any part thereof pursuant to the EPC Contract) upon the expiration of the 24-month warranty period, which shall be calculated from the date of the acceptance of the construction subject to the fulfillment of certain conditions set out in the EPC Contract, including, among others, the rectification of all defects in the construction works within the warranty period and the issuance of a quality confirmation letter by Jingrui.

Performance Guarantee:	Under the EPC Contract, the Consortium shall provide the letter of performance guarantee issued by a commercial bank (as agreed upon by Jingrui) with an amount equivalent to 10% of the contract price under the EPC Contract, within 30 days after the EPC Contract becomes effective, to guarantee the due and full performance by the Consortium of their obligations under the EPC Contract. In the event the provision of the letter of performance guarantee is overdue by more than 60 days, Jingrui is entitled to terminate the EPC Contract and the Consortium shall be responsible for any losses incurred thereunder. The letter of performance guarantee shall be released upon the completion and final settlement of the construction.
Advance Payment Guarantee:	Under the EPC Contract, after the EPC Contract becomes effective and prior to Jingrui's payment of the Advance Payment to the Consortium, the Consortium shall provide the letter of advance payment guarantee issued by a commercial bank (as agreed upon by Jingrui) 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. If the Advance Payment has not been fully utilised 30 days prior to the expiry of the letter of advance payment guarantee, the Consortium shall renew the letter of advance payment guarantee within 10 working days, failing which Jingrui shall be entitled to enforce the guarantee on demand. The letter of advance payment guarantee shall be released once the Advance Payment has been fully deducted in accordance with the terms of the EPC Contract.
Escrow Account:	The Consortium shall establish an escrow account for receiving certain payments under the EPC Contract, which shall be jointly managed by Jingrui and the Consortium, and subject to the terms specified in the EPC Contract.

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 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 scope, scale and complexity of the supporting facilities and infrastructure 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 investment in clean energy projects in the PRC, the Company is optimistic about the prospects of this sector in the foreseeable future.

The Group has been expanding its clean energy business and optimising its business structure. The entering into of the EPC Contract in relation to the supporting facilities and infrastructure project is strategically aligned with the Group's overall development strategy for wind power projects. The implementation of the supporting facilities and infrastructure is expected to enhance the functionality and operational readiness of the relevant wind power project, thereby facilitating its stable operation and long-term performance. In addition, the development of such supporting facilities and infrastructure is expected to create a foundation for sustainable utilisation of the core 100MW wind power project assets and support the generation of long-term economic value.

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 the entering into of the EPC Contract exceeds 5% but is less than 25%, the entering into of 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, the shares of which 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.

Jingrui is a company established in the PRC with limited liability and is a wholly-owned subsidiary of the Company. It is principally engaged in the development, operation and management of wind power projects.

Zhengyi Construction is a company established in the PRC with limited liability and mainly comprises civil engineering and construction-related activities, including construction works, specialised construction operations, engineering design and related technical and support services. As at the date of this announcement, to the best information of the Directors, Zhengyi Construction is owned as to 70% by Han Shulin and 30% by Wang Yongfen.

Zhongke Shenghua is a company established in the PRC with limited liability. It is principally engaged in engineering and construction-related activities, including engineering survey, engineering design and construction services. It provides integrated engineering services for construction projects in the PRC. As at the date of this announcement, to the best interest of the Directors, Zhongke Shenghua is owned as to 90% by Zhang Tanxiang and 10% by Wu Xuezhi.

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:

"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 Zhengyi Construction (as the consortium leader) and Zhongke Shenghua (as the consortium member)
"Director(s)"	director(s) of the Company
"EPC"	engineering, procurement and construction
"EPC Contract"	the EPC contract entered into between Jingrui and the Consortium dated 9 January 2026 in relation to the construction of the EPC Project
"EPC Project"	the supporting facilities and infrastructure project ancillary to the 100 MW wind power project located in Hedong Area, Shangzhi City, Harbin, Heilongjiang Province, the PRC
"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
"Jingrui"	Jingrui (Harbin) New Energy Co., Ltd.* (京瑞(哈爾濱市)新能源有限公司), a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company
"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
"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
"Shareholder(s)"	holder(s) of the issued share(s) of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Zhengyi Construction"	Heilongjiang Zhengyi Construction Engineering Co., Ltd.* (黑龍江省正億建設工程有限公司), a company established in the PRC with limited liability

"Zhongke Shenghua"	Zhongke Shenghua Engineering Group Co., Ltd.* (中科盛華工程集團有限公司), a company established in the PRC with limited liability
"%"	per cent

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

Hong Kong, 9 January 2026

As at the date of this announcement, the executive directors of the Company are Mr. Zhang Ping (Chief Executive Officer); the non-executive directors of the Company are Mr. Li Yuhai (Chairman), Mr. Lu Zhenwei, Mr. Liu Guoxi, Mr. Li Hao, Mr. Huang Jiao, Mr. Wang Cheng and Ms. Xie Yi; and the independent non-executive directors of the Company are Ms. Jin Xinbin, Mr. Zhu Jianbiao, Mr. Zeng Ming and Mr. Liu Jingwei.

* *For identification purpose only*