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Beijing Jingneng Clean Energy Co., Limited

DISCLOSEABLE TRANSACTIONS AND CONNECTED TRANSACTIONS PROPOSED SWAP OF 20% EQUITY INTEREST IN JINGNENG INTERNATIONAL AND CASH HELD BY THE COMPANY FOR 84.68% EQUITY INTEREST IN SHENZHEN JINGNENG LEASING HELD BY BEH

THE TRANSACTIONS

The Road 1 Read to a nno now that, on 10 May 2022, the omany entered into the Abortion and erger A greenent with Respectively. Jingneng International and she note in Jingneng Reading and the required Than fer A greenent with Respectively. It is not to which Respectively. The note is a possible of the standard of the

LISTING RULES IMPLICATIONS

A at the ate of the annonement, As a rection at the rection of the share of the omany at a controlling have hower at a connected error of the omany Jungmeng International at she note in Jungmeng International at she note in Jungmeng International at she note in Jungmeng International at a she in Jungmeng International a

A the highe ta fig be

It ting /u e will be make by the om a ny within 15 h ine day a fter u blightion of the annoncement in com lance with /u e 14.60A a day a fter u blightion of the annoncement in com lance with /u e 14.60A a day a fter u blightion of the annoncement in com lance with /u e 14.60A a day with /u e 14.62 of the arting /u e.

As the Transactions are subject to the satisfaction of the conditions precedent set out in the agreements, the Transactions may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

1. Introduction

The Road 1 Pa to a nno nee that, on 10 May 2022, the omany entered into the Abortion and Merger Agreement with AE, Jingneng International and she note in Jingneng Pa ing and the Eq. 18 Tan fer Agreement with AE, u ruant to which AE rood to a borb and merger with Jingneng International and the nerger with Jingneng International and the non a note in the roof in the form of 20% eq. 18 interest in Jingneng International and a part of a

2. Absorption and Merger Agreement

Parties

- (1) 1 , 2 , 2 the merging 2 a 1 , the 2 cq her of the 20% eq. 1 integer in Jingmeng International 2 at the effect of the 84.68% eq. 1 integer than she note in Jingmeng 1 ea. 1 integer than she note in Jingmeng 1 ea. 1 integer than she note in Jingmeng 1 ea. 1 integer than she note in Jingmeng 1 ea. 1 integer than she note in Jingmeng 1 ea. 1 integer than she note in Jingmeng 1 ea. 1
- Jung ne ng International, a the merget a = b + a = b
- (3) the om a dV, a the efter of the 20% eq. dV integer in Jingneng Internation, f_a is the a cq. her of the 84.68% of the eq. dV integer in the note in Jingneng $\mathbf{I}\mathbf{e}_a$ ing; a is
- $5^{(4)}$ She note in Jungine ing $\mathbf{I}_{\mathbf{e}_{a}}$, \mathbf{i}_{a} , \mathbf{i}_{a} the \mathbf{f}_{a} rige t com \mathbf{g} in \mathbf{h}^{\vee} of $\mathbf{e}_{\mathbf{q}}$, \mathbf{h}^{\vee} was

Method of merger

The perger will be come can by way of a b or tion and merger of Jingmeng International by AE, which is fer to the wa of 84.68% eq. by interest here by AE, in she note in Jingmeng ea, ing for 20% eq. by interest here by the om a ny in Jingmeng International, for which the om a ny half ay in sa h the exce of the condetation for 84.68% of the eq. by interest here by the om a ny in Jingmeng ea, ing over the condetation for 20% of the eq. by interest here by the om a ny in Jingmeng International. U on the commettion of the perger, AE will continue to u bita in Jingmeng International will be determined a new with the law.

- U on the loging ate, the have hower right and interest come onlying to the 84.68% eq. 18" interest in she note not jung engage, and he by AF half be u cooled by the omany; all a et, habilite, howne, ermit, o eation and er once of Jungmeng International half be u cooled by AF in a coolea noe with the law, and a firight and obligation attached to the a et of Jungmeng International half be enjoyed and a u mode by AF in a coolea noe with the law, and the omany half not be entitled to the interest of AF after the Ab or tion and AF erger.
- U on the loging ate, the arte half a ctive to coo eate in the rocodure of a et tan fer owner hi tan fer, er once la cementate into tral at commercial change in the front to the perger in a cook a new with the requirement under the Abortion at the reger A green entate regulation.

Determination of the Consideration for and Closing of the Merger

- The arte agreed to evaluate the value of the Target Eq. 18 Interet in the Mergeni ing 31 March 2022a the Valuation Annchmark at te, which will be the bar for the value of the Target Eq. 18 Interet.
- A ccompany to the A et Valla tion le ort of Jingmeng International, a of the Valla tion le nchmark ate, the neta et valle of Jingmeng International was 188,640,802,900, and the a talla valle of neta et come ording to it 20% equit intere t was 181,728,160,600. A ccording to the A et Valla tion le ort of she note in Jingmeng lea ing, a of the Valla tion le nchmark ate, the neta et valle of she note in Jingmeng lea ing was 182,681,000,000 at the a talla valle of neta et come ording to it 84.68% equit intere t was 182,270,270,800. The life is not between the a talla valle of neta et a mong the Target Equit Intere t in the 1842,110,200. The oman's a great to make u u challete noe to the interest in a h.

The arte confirmed that the final rice of the Target Eq. 10" Interest half be determined by ed on the a taral result file with the come tental thorn a dagged to add the amount of to use a hour live in the receiving a tagged hours on the difference of the final rice of the Target Eq. 10" Interest.

- The artie a great to Jign the Eq. 18" Then fer A greement a an annex to the Ab or tion and the green A greement in relation to the then fer of the 84.68% eq. 18" interest in the note in Jingmeng ea, ing here by AE to the oman' to direct charles the right and obligation of the artie to the eq. 18" then fer.
- The arte confirmed that the right to the Target Eq. 18 Interest half be transferred to the corne on inguice or with effect from the loging atea to the arte half combet the following of t-closing obligation after the loging atea.

The omany half make a from umay ment to the bank account to proper by the for the difference in the rice of the Target Equivilate t within 30 Working a fer the combetion of the rockure of change of the track from equipment of shoot of shoot of shoot of the rockure of change of the in the Abortion and the right Agreement.

Jingreng Interration land she note n Jingreng leating half coo eate with each other to come the the rows use of change or cancellation of its train to the commercial registration and change of roer right segistration in self tion to the Herger in a time of manner in accordance with the sequement under the Abortion and Herger Agreement, and the oman's half coo eate with them.

Succession of Creditors' Rights and Debts

All the contion right and bett of A = a + b Jingmeng International the fore the enger half be u continued by the merger com and a fter the enger.

Employees Placement Plan

- In the core of the perger, a life m love of Jingmeng International will be taken over or roerly etter by the merger com a ny.
- The labor contact igned between a life m love of Jingneng Internation laboration of an Jingneng Internation laboration of laboration laboration laboration of laboration laboratin laboration laboration laboration laboration laboration laborati

Disposal of Branches and Subsidiaries of the Merged Party

The artee confirmed that, a of the $V_a u_a^D$ thon we nothing right entering the corresponding a et and interest of branche and ubelonging of Jingmeng International half be used to by the merged com and.

Transition Period

- 1) pring the tan ition eriod from the Vailation Arnchmark are to the loing are, rofitand lo aring from the Target Eq. 18 Interest half be enjoyed and borne by the corne on inguice or, and rofit and lo aring from the oeation of Jingmeng International half be we to in the mergod com and.
- The arte confirmed that our ing the transition eried, under otherwise exists rows on in the Ab or tion a strength erger Agreement, Jingmeng Internationa has she note in Jingmeng I easing half not take and a ction that may one emater a law were change to the comane without the written conent of AE and the omany, he ective he.

Liabilities for Breach of Contract

- The arte half trict above by the new ant rovi ion of the Abortion and the reger Agreement. And arty who violate the rovi ion of the Abortion and the reger Agreement half he habe to the abouting arty for the breach of contact.
- And art fall to erform or doe not us to erform the Abortion and the reger Agreement base, in and it in a condance with the rovision of the Abortion and the reger Agreement, comenate the abouting art for a fine e guest to the abouting art.
- If a n^N a rh beache a n^N is is entation, warrant and undertaking make in the Abortionand reger Agreement, and u ch bisach i not is more within 30 ha a after the hate on which the hefu ling a rh i erwon with a written notice h the abouting a rh to take immodulate is modulated again tuch bisach, the abouting a rh hat have the right to terminate the Abortionand reger Agreement and chain again the hefu ling a rh for u ch bisach.
- If the a greenent facility to take effect or the terger facility to be erformed due to the set triction of law, seg fation and seg fatory don ment or the facilities of internal deartment of the artee or external cometent deartment to at thorse a rove the a greenent, it half not be condered a a breach of contract by a ny a roy.

Validity of the Agreement

The Ab or tion and the reger Agreement la file to table has from the date of again by a file arte, and half become effective when a file of the following conduction are met:

- (1) The arte to the Ab or tion a degree result obtaining new at a royal from the come tent at thorse for the erger;
- The a et valor tion is ort of Jingmeng International and she note in Jingmeng sea ing involved in the ferger having been filed with the come tental thorities.

3. Equity Transfer Agreement

Equity Transfer of Shenzhen Jingneng Leasing

it nuant to the term and condition of the Eq. 18. Then fer Agreement, AE agreed to then fer it 84.68% eq. 18. Intere tin she note n Jingmeng ea ingand it intere to be nefit and a liftight to u cheq. 18. Intere tina ccondance with a who to the oman in a greed to a 20% of it eq. 18. Intere tin Jingmeng International a condensition, with the difference to be a tifference in a notation and in a hour and in a hour and in a second a

From to the Tanaction, the havehowed ing turout ne of she nothern Jingmeng sea ing waa follow:

Name of shareholders	Committed capital (RMB0'000)	Paid-up capital (RMB0'000)	Shareholding Percentage (%)	Capital contribution method
Æ	170,000	170,000	84,68%	u rie nð
ÆI ≅) Total	30,758	30,758	15.32%	u nenð″
Total	200,758	200,758	100%	₹

U on com etion of the Tanaction, the oman' will become a lambder of she note n Jingmeng ea ing, howing 84.68% of the eq. it in the note n Jingmeng ea ing, and will be entitled to lambder' right and a u me lambder' obligation in a ccomb a new with the law.

U on completion of the Tranaction, the have how ing the out we of she note in Jingne ing Lea ing a follow:

Name of shareholders	Committed capital (RMB0'000)	Paid-up capital (RMB0'000)	Shareholding Percentage (%)	Capital contribution method
The om a n^{\vee}	170,000	170,000	84.68%	u rue nð
AgeI (≦) Total	30,758	30,758	15,32%	u rie na
Total	200,758	200,758	100%	₹

From the loging ate, the omany half uccess to all the right and obligation of As in relation to the 84.68% equivaries time should have the note note in the right and obligation of the omany in relation to the 20% equivaries time from a note in the right to require the omany to a the difference in value a mong the Target sequivaries to As in a h.

Consideration and Closing of Equity Transfer

The arte agreed to evaluate the value of the Target-Eq. 18 Interetu ing 31 march 2022a the Valuation renchmark ate, which will be the bar for the true for the value of the Target-Eq. 18 Interet.

According to the A et Vaulation / e ort of she note n Jingne ng lea ing, a of the Vaulation / e nchmark ate, the neta et vaule of she note n Jingne ng lea ing wa 12,681,000,000a in the a raial vaule of net a et come onling to it 84.68% eq. it interet wa 12,270,270,800. According to the A et Vaulation / e ort of Jingne ng International, a of the Vaulation / enchmark ate, the net a et vaule of Jingne ng International wa

intense t was 1,728,160,600. The difference between the meta et valle a mong the Target Eq. 18 Intense t i 1,728,110,200, and the difference half be made unby the om a ny to the intense to the meta et valle a mong the Target Intense t in the difference half be made unby the om a ny to the intense that the difference half be made unby the om a ny to the intense that the difference half be made unby the om a ny to the intense that the difference half be made unby the om a ny to the intense that the difference half be made unby the own a ny to the intense that the difference half be made unby the own a ny to the intense that the difference half be made unby the own a ny to the intense that the difference half be made unby the own a ny to the intense that the difference half be made unby the own a ny to the intense that the difference half be made unby the own a ny to the latter that the difference half be made unby the own a ny to the latter that the difference half be made unby the own a ny to the latter that the difference half be made unby the own a ny to the latter that the difference half be made unby the own a ny to the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the difference half be made unby the latter that the differe

The arte confirmed that the final rice of the Target Eq. 18 Interest half be determined by an on the a manaleus of the final with the come tent as thorse, and a great to add to the amount of to use a hour final rice of the Target Eq. 18 Interest.

The artie agreed that the corre ording right and interest of the Target-Eq. 18" Interest will be

- If a n'v a r'v breache a n'v re re entation, warrant a new within 30 new in the Eq. 1 not remove within 30 new a fer the nate on which the neft ling a r'v i erwen with a written notice by the a being a r'v to take immediate removal. I meaure a gain tuch breach, the a being a r'v ha n'ha we the right to terminate the Eq. 1 ner A greement a necessariant the neft ling a r'v for u ch breach.
- 4) If the agreement fail to take effect or the perger fail to be erformed due to the retriction of law, regulation and regulator don ment or the fail re of internal deartment of the artee or external come tent deartment to at thorse a rove the agreement, it half not be condicion a breach of contact by any arty.

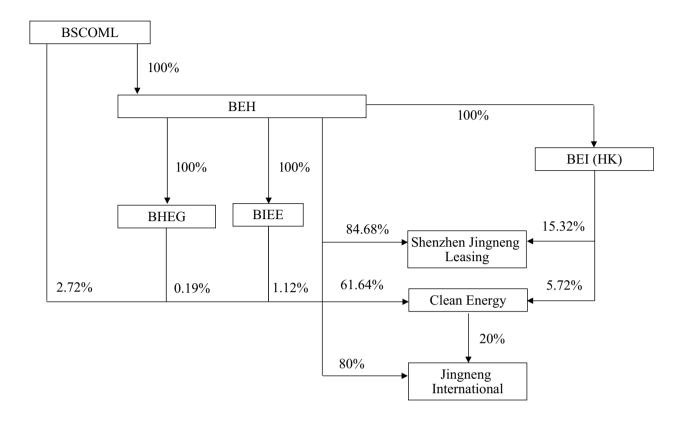
Validity of the Agreement

The Eq. 18 Tian fer A greement half be et a bli has from the sate of againg by a ff a rice, a shaff be come effective when a ff of the following cost ation are met:

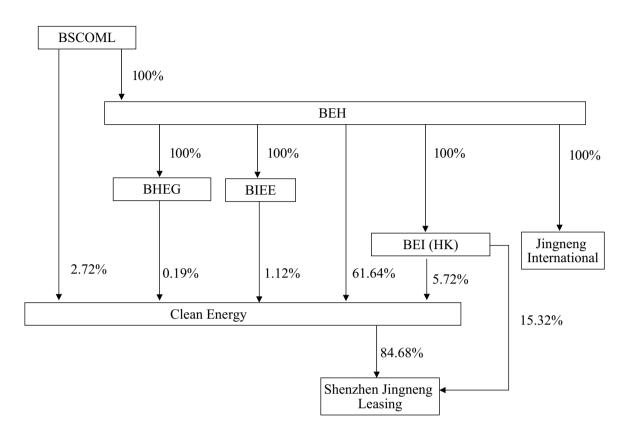
- (1) The arte to the Eq. 18 Then for Agreement obtaining nece a N a royal from the come tental thorate for the Then action;
- 72) The Ab or tion a h he riger A give me nt coming into effect.

4. Shareholding Structure before and after the Transactions

A at the date of the announcement, the have however ung turout ne wa a follow:



Immediate P following the combetion of the T_a naction, the hareholding turns to a follow:



te refin erent general in this annonement have been rother. We to roth ing, ertain not mer ment in this annonement may not be equal to the arithmetic ment fit.

5. Information of the Parties

The omany is the large to gardine ower rowner in Aryunga a large ing with ower and hotovolatic ower of a tor in the ower, with a verified clean energy ortfolio incleaing gardined ower and heatenergy, with ower, hotovolatic ower, mail to make milk roower and other clean energy ropect.

If i rincially engaged in the reductionand u of electricity and heat, the reduction and all of coaland the development of mealer are

Jungmeng International a u b a a b of a a a , runcial b engaged in the contour ction a and invertinent management of ower a a energy roject.

et a t be flow, a certain financia l'information of Jingmeng International de a med in a ccomba nœ with the last Accounting state and for the international de a med in a ccomba med with the last Accounting state and for the international de a media med

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	As of 31 December 2020	As of 31 December 2021
$\operatorname{Tot}_{\mathbf{a}} \stackrel{\mathcal{O}}{l_{\mathbf{a}}} \operatorname{et}$	80,523,618,485.08	81,978,270,694.37
Total owner 'eq.18" (or hanchower' eq.18")	31,110,865,386.90	25,851,189,584.15
	For the year ended 31 December 2020	For the year ended 31 December 2021
e a ting income	20,097,478,839.34	22,236,992,401.29
Тоы ^О rofit	1,868,597,549.55	-3,853,626,563,55
▶et rofit	1,761,975,134,87	-3,870,368,177,18

she nohen Jingne ng \mathbb{P}_a ing i a whole owner u b \mathbb{P}_a ing fe nohen Jingne ng \mathbb{P}_a ing ring ring rive fing ncal \mathbb{P}_a ing ervice a \mathbb{P}_a commercial factoring by the ervice in the financial \mathbb{P}_a ing to the u blica \mathbb{P}_a member of \mathbb{P}_a .

set at below, a certain financal information of she note in Jingmeng Lea, ing is a man, in a ccomba now with the Accounting stamband for Ar inc. Lenter the:

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	As of 31 December 2020	As of 31 December 2021
Total owner 'eq.18" (or have hower' eq.18")	3,370,892,171.71	4,003,319,933.22
eq.18%)	1,264,363,709.61	1,321,441,999.81
	For the year ended 31 December 2020	For the year ended 31 December 2021
e a ting income	•	•
e ել ting income ፕoել Profit	December 2020	December 2021

The inital cot of the a cq 1 ition of 84.68% eq is interest in She note n Jingne ng \mathbf{e}_a ing by \mathbf{w}_a \mathbf{w}_a \mathbf{w}_a \mathbf{w}_a \mathbf{e}_a \mathbf{w}_a \mathbf{e}_a in \mathbf{e}_a \mathbf{e}_a in \mathbf{e}_a

6. Financial Effect of the Transactions

A at 31 parch 2022, the net book value of the 20% eq. 18 interest in Jingmeng International was 1,690,657,000. The oman's will recognize the gain on transfer of the 20% eq. 18 interest in Jingmeng International in the conormal income takement a of the date of competion of the date of Jingmeng International?

The omany exect to be containing a e of a roximate $\sqrt[4]{37,503,000}$ in the owner equivaring the unique part of the Groung on the competion of the Tanaction. A the Tanaction are equivaring was tanaction, no rower will be generated from the 1 oa $\sqrt[4]{3}$ en on the above, the omany or not exect that the Tanaction will have a materal $\sqrt[4]{3}$ and on the containing financial out on of the Ground of the Gr

7. Reasons for and Benefits of the Transactions

U on com etion of the T_a n_a ction, the om a n' will no longer how a n' have in Jingmeng International I_a and she note note in Jingmeng I_a and I_a and she note note in Jingmeng I_a and I_a in I_a have the I_a I_a and I_a in I_a I_a I_a in I_a I_a

n the financial he, the Tanaction will be will be the imact of the oeating increase of Jingmeng ower on the oman' financial he ment. Alo, the Tanaction will increase the oman' own a tall she note in Jingmeng leading will have a believe a greaffect of the leading be iment the oman' own a tall he make use of the level greaffect of the leading to the available a tall he use the leading coman' latform to which will noting cot. At the ame time, she note in Jingmeng leading has good rofit bill a text extent to tead in increase it a lead of both which will effective he enhance the rofit bill a hour has been even even even to the fitter, which will effective he enhance the rofit bill a hour has been even even to the oman'.

The Ana consider that the Tanaction were entered into on normal commercial term and are fair and rea on the and in the interest of the omany and it have hower a a whole.

8. Listing Rules Implications

A at the date of the announcement, As directly a directly how 68.68% of the share of the omany and a controlling have hower and a connected error of the omany. Jungmeng International and she note in Jungmeng Lea ing are unbeloate of As and a locon that e connected error of the omany. Accordingly, the Tanaction contracted tanaction for the omany under have 14A of the litting luce.

A the higher ta live be ereentage to the Tanaction is above 5% to the than 25%, the Tanaction are ubject to the reorting, announcement and indeed the method er's a royal requirement under have resulted as the second of the second resulted as the second

According to the A et Valiation le ort of she note n Jingne ng Lea ing, the disconstant of the flow method under the income a roach wa a led in he aring the value of the total has hower equity of she note n Jingne ng Lea ing, which con that e a rofit fore a tunder luke 14.61 of the Litting luke is tritler a nnon now ment in he tion to the information he quite under luke 14.60A of the Litting luke will be made by the omany within 15 h ine day a fter unblustion of the annon now ment in combance with luke 14.60A and luke 14.62 of the Litting luke.

The Ana te of a a a row the Tanaction. A Mr. 1 hang Englang how oution in Jingmeng International form, a of an henga of the old harehover of AE), they have a ballow from voting on the Ana te of tiona roving the Tanaction. A weal of close above, nome of the spector has a materal line to the Tanaction.

The Indee end of the committee commi

9. Circular

A general meeting of the omany will be convend for the hareholder to conderad, if the ght fit, a rove the Tanaction. A circular containing, a mong other thing, if rthe meeting, if exected to be deat the to the hareholder of the omany on or before 31. May 2022.

As the Transactions are subject to the satisfaction of the conditions precedent set out in the agreements, the Transactions may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

10. Definitions

In the announcement, the following exist ion have the following meaning, under the context otherwise is quite.

"Ab or tion a the reger A gree ment the Ab or tion and terger Agreement in recet of Aging Energy of ing on, I and Aging Jingneng International ower on, I are near into a mong the omany, IE, Jingneng International and She noben Jingneng International and merge with Jingneng International and than fer it 84.68% equivintered tin she noben Jingneng International and the omany, and the omany half and the condensition thereof in the form of 20% equivintered tin Jingneng International and a health the omany.

"A et $V_a u_a^P$ tion P_a^R ort of Jingre ng International P

the a et vau a tion ne ort i hong I an ing Anoi, [2022]

No. 1219) i u d b hina United A tala Pon 14 A ril 2022

"A et Vau a tion le ort of she note n Jingne ng

the a et vaulation ne ort a 1 heng ing ing in o 1,1 [2022]

1 o.099A) 1 u o b b hina a 1th A a 1 er on 12 A ril 2022

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the date on which the arte acta is a cquient the core of ing interest in accordance with the term of the Ab or tion and derger Agreement and the Equity Tan fer Agreement. The arte agreed that the effective date of the Ab or tion and derger Agreement and the Equity Tan fer Agreement half be the date of closingulater the Ab or tion and derger Agreement and the Equity Tan fer Agreement. In the loging ate, we will acta if a cquie 100% of the equity interest in Jingmeng International and obtain the right to request the omany to any the difference in value a mong the Target Equity Interest in Quie 84.68% of the equity interest in ghe note n Jingmeng equing

"oman" or "Ean ■Energy" in the on ong Kong stock Exchange

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"Eq. 18" Tran fer Agreement

the Eq. 18 Tan fer A gree ment in rect of she note n Jingneng Inanca Pea ing o, energy into between the oman' and E on 10 May 2022, and a niexed to the Abortion and erger A gree ment, u ruant to which E a greet to tan fer 84.68% eq. 18 interet in she note n Jingneng Pea ing and it interet, benefit and all right real to u cheq. 18 interet in a cook a now with a w to the oman', and the oman' a greet to a with a w to the oman', and the oman' a greet to a with a w to the interest in form of 20% of it eq. 18 interest in Jingneng International, and the oman' half makeu the inference in a h to E

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an the enent both committee etablish by the omany, com rung fr. uang Xang fr. lan Yin Tung fr. Xa ang and the free enent non-executive frector), to any vie the the enent laneholder on the Tanaction

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"Jungmeng International?"

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Beijing Jingneng Clean Energy Co., Limited

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