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山高新能源集團有限公司
SHANDONG HI-SPEED NEW ENERGY GROUP LIMITED
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 01250)

山高控股集團有限公司
SHANDONG HI-SPEED HOLDINGS GROUP LIMITED
(incorporated in Bermuda with limited liability)
(Stock Code: 412)

JOINT ANNOUNCEMENT

MAJOR TRANSACTIONS
IN RELATION TO THE EPC CONTRACT

ENTER INTO THE EPC CONTRACT

Each of the SHNE Board and the SDHG Board announces that on 10 August 2026 (after trading hours), HZHS Clean Energy (a direct wholly-owned subsidiary of SHNE and an indirect non-wholly-owned subsidiary of SDHG, as the principal), entered into the EPC Contract with China Energy Engineering Anhui Electric Power Construction (as the contractor). Pursuant to the EPC Contract, HZHS Clean Energy agreed to engage China Energy Engineering Anhui Electric Power Construction to provide EPC services in relation to the Project at an aggregate contracting fee of RMB1,233,777,047.26 (inclusive of all taxes) (subject to adjustment in case of change in national tax policies).

LISTING RULES IMPLICATIONS

As at the date of this joint announcement, since one or more of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under the EPC Contract exceed 25% but are less than 100% for SHNE, the transactions contemplated under the EPC Contract constitute major transactions under Chapter 14 of the Listing Rules and are subject to the reporting, announcement, circular and shareholders' approval requirements under the Listing Rules.

As at the date of this joint announcement, since one or more of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under the EPC Contract exceed 25% but are less than 100% for SDHG, the transactions contemplated under the EPC Contract constitute major transactions under Chapter 14 of the Listing Rules and are subject to the reporting, announcement, circular and shareholders' approval requirements under the Listing Rules.

WRITTEN APPROVAL FROM SHAREHOLDERS OF SHNE

To the best of the knowledge, information and belief of the SHNE Directors, having made all reasonable enquiries, none of its shareholders has any material interest in the transactions contemplated under the EPC Contract. Therefore, if SHNE convenes a shareholders' meeting to seek approval for the transactions contemplated under the EPC Contract, none of its shareholders shall be required to abstain from voting.

As at the date of this joint announcement, SDHG, which directly holds 1,279,878,252 shares of SHNE, representing approximately 56.97% of the total issued share capital of SHNE, has approved the transactions contemplated under the EPC Contract by a written shareholders' approval pursuant to Rule 14.44 of the Listing Rules in lieu of a resolution to be passed at a general meeting of SHNE. As such, pursuant to Rule 14.44 of the Listing Rules, SHNE will not hold a shareholders' meeting to approve the transactions contemplated under the EPC Contract.

A circular containing, among other things, details of the EPC Contract and the transactions contemplated thereunder, together with other information as required by the Listing Rules, is expected to be issued on or before 31 August 2026. In the event that additional time is required to prepare such circular, SHNE will apply for an exemption from strict compliance with Rule 14.41(a) of the Listing Rules and will subsequently issue an announcement in accordance with the Listing Rules.

SDHG SGM

An SDHG SGM will be convened to consider and, if thought fit, to approve the transactions contemplated under the EPC Contract.

A circular containing, among other things, (i) the details of the EPC Contract and the transactions contemplated thereunder; (ii) other information as required by the Listing Rules; and (iii) a notice of the SGM is expected to be published and/or dispatched to the shareholders on or before 31 August 2026.

ENTER INTO THE EPC CONTRACT

Each of the SHNE Board and the SDHG Board announces that on 10 August 2026 (after trading hours), HZHS Clean Energy (a direct wholly-owned subsidiary of SHNE and an indirect non-wholly-owned subsidiary of SDHG, as the principal), entered into the EPC Contract with China Energy Engineering Anhui Electric Power Construction (as the contractor). Pursuant to the EPC Contract, HZHS Clean Energy agreed to engage China Energy Engineering Anhui Electric Power Construction to provide EPC services in relation to the Project at an aggregate contracting fee of RMB1,233,777,047.26 (inclusive of all taxes) (subject to adjustment in case of change in national tax policies).

THE EPC CONTRACT

The major terms of the EPC Contract are as follows:

Date	:	10 August 2026 (after trading hours)
Parties	:	(i) HZHS Clean Energy; and (ii) China Energy Engineering Anhui Electric Power Construction
Project	:	the 212.5MW centralized wind power project located in the south-west of Mudan District, Heze City, Shandong Province
Scope of service	:	The contractor shall complete all the construction works of the Project, including the projects of wind farms, substations, power collection lines and transmission lines, survey and design, procurement, transportation and storage of all equipment and materials, preparation and construction of the project, equipment installation and commissioning, and final acceptance of the project, in accordance with the EPC Contract.
Construction period	:	Not exceed 518 calendar days. The actual time of commencement shall be subject to the written formal notice of the principal.

Consideration : RMB1,233,777,047.26 (inclusive of all taxes) (subject to adjustment in case of change in national tax policies), which is comprised of (i) construction and engineering installation fee of RMB300,758,942.17 (tax inclusive), (ii) equipment procurement fee of RMB526,992,895.50 (tax inclusive), (iii) survey and design fee of RMB4,462,500.00 (tax inclusive), (iv) safety measure fees of RMB14,822,005.00 (tax inclusive), (v) other fees of RMB71,489,134.67 (tax inclusive), (vi) provisional estimated amount (preliminary works and comprehensive supporting coordination fee for the project site) of RMB306,751,569.92 (tax inclusive), and (vii) provisional amount of RMB8,500,000.00 (tax inclusive). Based on the calculation of the total fee of the EPC Contract and the approved installed capacity of 212.5MW, the fixed single watt price shall be RMB5.806 per watt. If the actual installed capacity is higher than the approved installed capacity, the settlement will be based on the approved installed capacity; if it is lower than the approved capacity, the settlement will be based on the actual installed capacity.

The total fee of the EPC Contract includes a provisional estimated amount (preliminary works and comprehensive supporting coordination fee for the project site) of RMB306,751,569.92 (tax inclusive). Payment of this portion shall be made in accordance with the principal's written notice; if the principal does not give such notice, the contractor shall not make any payment. If such fee is subsequently paid directly by the principal, the corresponding amount shall be deducted from the total fee of the EPC Contract, and the single watt price shall be adjusted and deducted accordingly, i.e., single watt price = (total fee of the EPC Contract – preliminary works and comprehensive supporting coordination fee for the project site)/project capacity. If the preliminary works and comprehensive supporting coordination fee for the project site is directly paid by the principal, the principal shall issue a notice of cost deduction to the contractor, and the preliminary works and comprehensive supporting coordination fee for the project site under the total fee of the EPC Contract shall be deducted in accordance with such notice. If the preliminary works and comprehensive supporting coordination fee for the project site is directly paid by the contractor, the contractor shall submit payment vouchers and payment explanations to the principal for review, and measurement and payment shall be made based on the amount confirmed upon such review.

The consideration under the EPC Contract was determined through a tendering selection process. In particular, the bid evaluation committee was composed of the company representative of HZHS Clean Energy and the external experts randomly selected from the expert pool of the bidding agency. The contractor obtained the highest overall score among the twelve candidates of contractor after two rounds of evaluation, and was therefore awarded the EPC Contract. The bid evaluation committee has considered the following factors during the selection: the overall corporate strength, qualifications, track record, project management organization staffing of the candidates of contractor, comprehensive evaluation of the design and construction plans in the technical section, and the bid amount quoted by the candidates of contractor.

Payment terms : The consideration shall be paid by the principal to the contractor in the following manner:

(i) Advance payment: The advance payment shall be 10% of the payment for the main equipment (wind turbines, towers and transformer substation) and 20% of remaining amount of the total contract price after deducting the provisional amount and the payment for the main equipment (wind turbines, towers and transformer substation), including 50% of the safety measures fees. The advance payment shall be made within one month after contract signing or no later than 7 days prior to the agreed commencement date, provided that the contractor has submitted complete advance payment documentation. The advance payment shall subsequently be deducted from the progress payment.

(ii) Progress payments

(a) Survey and design fee: 1) the advance payment has been included in the above provisions regarding the advance payment; 2) 70% of the survey and design fee shall be paid within 28 days after the contractor delivers the survey and design deliverables which shall have been reviewed and approved by the principal and the principal receives the financial receipt; 3) up to 97% of the survey and design fee shall be paid within 28 days after the contractor delivers the as-built drawings and bill of quantities which shall have been reviewed and approved by the principal, and the principal completes the project completion acceptance, archives the design documents, and receives the financial receipt; and 4) after one year of the completion and acceptance, a design follow-up visit shall be carried out, provided that no engineering quality issues arising from design causes, the remaining 3% of the survey and design fee shall be paid within 28 days after the principal receives the financial receipt.

(b) Payment for main equipment (wind turbines, towers and transformer substation): 1) 10% of the advance payment has been included in the above provisions regarding the advance payment; 2) pre-delivery payment: within 30 days after the contractor submits the invoices and the principal verifies that they are correct, the principal shall pay the contractor 20% of the payment for the main equipment (wind turbines, towers and transformer substations), and the contractor shall complete the shipment of the first batch of equipment within 90 days after receiving the pre-delivery payment; 3) arrival payment: after the contractor completes the delivery of equipment in each batch or monthly, the contractor shall deliver the goods at the agreed delivery location, and after both parties have counted and accepted the goods and signed the goods acceptance certificate, the principal shall pay the contractor 50% of the price of the batch of goods within 30 days after the contractor submits the valid invoices and the principal has verified that they are correct; 4) performance acceptance payment: upon completion of supply of all main equipment (wind turbines, towers and transformer substations) in the wind farm and receipt of the performance acceptance certificate signed by the principal, the principal shall make cumulative payments up to 100% of the equipment output value within 30 days after the contractor submits the invoices and the principal has verified that they are correct; and 5) return of the quality guarantee letter: 60 days after the expiration of the main equipment quality warranty period, the principal shall return the quality guarantee letter to the contractor within 30 days after receiving the invoices provided by the contractor and verifying that they are correct.

(c) Payment for construction and engineering installation fee (excluding payment for wind turbines, towers and transformer substation): 1) the advance payment has been included in the above provisions regarding the advance payment; 2) progress payments: within 28 days of receiving the invoices from the contractor, the principal shall pay the contractor up to 80% of the output value completed in that month (including advance payment); 3) payment for full-capacity grid connection: upon full-capacity grid connection of the Project, the principal shall pay the contractor up to 90% of the completed project value within 28 days of receiving the invoices provided by the contractor (including the advance payment); 4) two months after full-capacity grid connection: upon full-capacity grid connection of the Project, the principal shall pay the contractor up to 95% of the total completed project value within 28 days of receiving the invoices provided by the contractor (including advance payment); and 5) settlement payments: after the principal and contractor complete the final settlement in accordance with the principal's final settlement system and sign the final settlement agreement and fulfill the payment conditions stipulated in the above terms, the principal shall pay the contractor up to 97% of the settlement amount for construction and engineering installation within 28 days after receiving the documents provided by the contractor.

(d) Payment for other fees: 1) progress payments for other fees: within 28 days after the contractor submits the invoices and the principal verifies that they are correct, up to 70% of the actual completed output value (including advance payment) shall be paid by the principal; 2) payment for other fees upon full-capacity grid connection: upon the successful full-capacity grid connection, within 28 days after the contractor submits the documents to the principal and the principal verifies that they are correct, the principal shall pay up to 85% of the total completed project value (including advance payment); 3) two months after full-capacity grid connection: upon full-capacity grid connection of the Project, within 28 days after the contractor submits the invoices, the principal shall pay the contractor up to 95% of the completed project value (including advance payment); and 4) settlement payments: after the project passes the final acceptance inspection, within 28 days after the contractor submits the documents to the principal and the principal verifies that they are correct, payment shall be made up to 97% of the settlement amount.

(iii) Quality warranty: No quality warranty will be withheld against payment for main equipment (wind turbines, towers and transformer substation). A bank guarantee for quality assurance, payable on demand, shall be provided for 10% of the final settlement amount of the main equipment. The guarantee shall be valid until 60 days after the expiration of the equipment quality warranty period. The issuance of the guarantee for the main equipment shall serve as a prerequisite for the principal to pay the performance acceptance payment for main equipment to the contractor. Except for main equipment, other output value (including construction and engineering installation projects and other projects) shall be subject to a quality guarantee deposit of 3% of the final settlement amount.

Performance guarantee and advance payment guarantee	:	Under the EPC Contract, the contractor shall provide the principal with a bank performance guarantee, payable on demand, for the amount equal to 10% of the total fee under the EPC Contract within 28 days after the contract is signed and becomes effective. The performance guarantee letter shall be returned to the contractor after the satisfactory completion and inspection of the Project. Under the EPC Contract, the contractor shall provide the principal with a bank advance payment guarantee for the amount equal to the advance payment 7 days prior to the principal's payment of the advance payment. Once the advance payment has been fully deducted, the principal shall return the advance payment guarantee to the contractor.
Conditions precedent	:	The performance of the EPC Contract is subject to: (i) SHNE completing all applicable requirements under the Listing Rules in relation to this transaction, including reporting to the Stock Exchange, making an announcement, issuing a circular, and obtaining approval from the shareholders' meeting or written approval from shareholders of SHNE (if required); and (ii) SDHG completing all applicable requirements under the Listing Rules in relation to this transaction, including reporting to the Stock Exchange, making an announcement, issuing a circular, and obtaining approval from the shareholders' meeting of SDHG (if required). None of the above conditions may be waived. As of the date of this announcement, the above conditions have not yet been satisfied.

The consideration under the EPC Contract will be funded by internal resources of the SHNE Group and bank borrowings. Upon completion of construction, the Project will be owned and operated by HZHS Clean Energy.

REASONS FOR AND BENEFITS OF ENTERING INTO THE EPC CONTRACT

SHNE Group has consistently and deeply integrated itself into national strategic planning layout and the diversified development ecosystem established by the SDHS Group. The SDHG Group continues to be optimistic about the positive development of China's economy. It actively integrates its business into the new development pattern in the clean energy field and actively promotes projects in this field which is strongly supported by the Chinese government under the 14th Five-Year Plan to achieve carbon dioxide emissions peak in 2030 and carbon neutrality in 2060. Through continuously expanding the clean energy market nationwide, the investment, construction and operation of the Project will further enhance the strategic layout, business coverage and footprint of the SHNE Group and the SDHG Group in the Shandong market. This will not only help the SHNE Group and the SDHG Group to achieve sustainable development of a diversified business portfolio in the field of new energy, but will also broaden the revenue base of the SHNE Group and the SDHG Group in the future, strengthen the long-term competitiveness of the SHNE Group and the SDHG Group and enhance their earning capabilities.

In view of the above, each of the SHNE Board and SDHG Board (including their respective independent non-executive directors) is of the view that the transactions to be contemplated under the EPC Contract are entered into after arm's length negotiation and in the SHNE's ordinary and usual course of business and are on normal commercial terms or better, and the terms of which are fair and reasonable and in the interests of each of SHNE and SDHG and their respective shareholders as a whole.

INFORMATION ON THE PARTIES

SHNE and the SHNE Group

SHNE is a company incorporated in the Cayman Islands with limited liability and its shares are listed on the Main Board of the Stock Exchange (Stock Code: 1250). The principal activity of SHNE is investment holding. The SHNE Group is principally engaged in the investment, development, construction, operation and management of photovoltaic power businesses, wind power businesses and clean heat supply businesses in the PRC.

SDHG and the SDHG Group

SDHG is an investment holding company incorporated in Bermuda with limited liability and its shares are listed on the Main Board of the Stock Exchange (Stock Code: 412). The principal activity of SDHG is investment holding. The SDHG Group is principally engaged in industrial investment, standard investment business, non-standard investment business and licensed financial services in the PRC and Hong Kong.

HZHS Clean Energy

As at the date of this joint announcement, HZHS Clean Energy is a direct wholly-owned subsidiary of SHNE and an indirect non-wholly-owned subsidiary of SDHG, principally engaged in power generation business, power transmission business, power supply (distribution) business; construction engineering design; construction works; emerging energy technology research and development; investment activities with its own funds; photovoltaic power technology services; wind power technology services; renewable resources technology research and development; technology services, technology development, technology consulting, technology exchanges, technology transfer and technology promotion.

China Energy Engineering Anhui Electric Power Construction

China Energy Engineering Anhui Electric Power Construction is a company incorporated in the PRC with limited liability. As at the date of this joint announcement, it is owned as to (i) 74.6813% by China Energy Engineering Group Eastern Construction and Investment Co., Ltd.*（中國能源建設集團華東建設投資有限公司）(a wholly-owned subsidiary of China Energy Engineering Corporation Limited*（中國能源建設股份有限公司）, whose A shares are listed on the Shanghai Stock Exchange (Stock Code: 601868) and H shares are listed on the Main Board of the Stock Exchange (Stock Code: 3996)); and (ii) 25.3187% by CCB Financial Asset Investment Co., Ltd. (a wholly-owned subsidiary of China Construction Bank Corporation, whose A shares are listed on the Shanghai Stock Exchange (Stock Code: 601939) and H shares are listed on the Main Board of the Stock Exchange (Stock Code: 939)). China Energy Engineering Anhui Electric Power Construction is principally engaged in general contracting for power, construction, municipal utilities, highways, and water conservancy and hydropower projects.

To the best of the knowledge, information and belief of the SHNE Directors and the SDHG Directors, having made all reasonable enquiries, as at the date of this joint announcement, China Energy Engineering Anhui Electric Power Construction and its ultimate beneficial owners are Independent Third Parties.

LISTING RULES IMPLICATIONS

As at the date of this joint announcement, since one or more of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under the EPC Contract exceed 25% but are less than 100% for SHNE, the transactions contemplated under the EPC Contract constitute major transactions under Chapter 14 of the Listing Rules and are subject to the reporting, announcement, circular and shareholders' approval requirements under the Listing Rules.

As at the date of this joint announcement, since one or more of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under the EPC Contract exceed 25% but are less than 100% for SDHG, the transactions contemplated under the EPC Contract constitute major transactions under Chapter 14 of the Listing Rules and are subject to the reporting, announcement, circular and shareholders' approval requirements under the Listing Rules.

WRITTEN APPROVAL FROM SHAREHOLDERS OF SHNE

To the best of the knowledge, information and belief of the SHNE Directors, having made all reasonable enquiries, none of its shareholders has any material interest in the transactions contemplated under the EPC Contract. Therefore, if SHNE convenes a shareholders' meeting to seek approval for the transactions contemplated under the EPC Contract, none of its shareholders shall be required to abstain from voting.

As at the date of this joint announcement, SDHG, which directly holds 1,279,878,252 shares of SHNE, representing approximately 56.97% of the total issued share capital of SHNE, has approved the transactions contemplated under the EPC Contract by a written shareholders' approval pursuant to Rule 14.44 of the Listing Rules in lieu of a resolution to be passed at a general meeting of SHNE. As such, pursuant to Rule 14.44 of the Listing Rules, SHNE will not hold a shareholders' meeting to approve the transactions contemplated under the EPC Contract.

A circular containing, among other things, details of the EPC Contract and the transactions contemplated thereunder, together with other information as required by the Listing Rules, is expected to be despatched to the shareholders on or before 31 August 2026. In the event that additional time is required to prepare such circular, SHNE will apply for an exemption from strict compliance with Rule 14.41(a) of the Listing Rules and will subsequently issue an announcement in accordance with the Listing Rules.

SDHG SGM

An SDHG SGM will be convened to consider and, if thought fit, to approve the transactions contemplated under the EPC Contract.

A circular containing, among other things, (i) the details of the EPC Contract and the transactions contemplated thereunder; (ii) other information as required by the Listing Rules; and (iii) a notice of the SGM is expected to be published and/or dispatched to the shareholders on or before 31 August 2026.

DEFINITION

In this joint announcement, unless the context otherwise requires, the following terms have the following meanings:

"China Energy Engineering Anhui Electric Power Construction"	China Energy Engineering Group Anhui No. 2 Electric Power Construction Engineering Co., Ltd.* (中國能源建設集團安徽電力建設第二工程有限公司), a company incorporated in the PRC with limited liability
"EPC"	engineering, procurement and construction
"EPC Contract"	the EPC general contracting contract in relation to the 212.5MW centralised wind power project dated 10 August 2026 entered into by HZHS Clean Energy and China Energy Engineering Anhui Electric Power Construction for the Project
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"HZHS Clean Energy"	Heze Shandong Hi-Speed Clean Energy Co., Ltd.* (菏澤山高清潔能源有限公司), a company incorporated in the PRC with limited liability
"Independent Third Party(ies)"	person(s) or company(ies) which is/are independent of any member of the SHNE Group, any member of the SDHG Group, the SHNE Directors, the SDHG Directors, the chief executives, the controlling shareholders, the substantial shareholders of each of SHNE and SDHG or their subsidiaries, and their respective associates
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time

"PRC"	the People's Republic of China, for the purpose of this joint announcement, excludes Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan
"Project"	the 212.5MW centralised wind power project located in the southwestern of Mudan District, Heze City, Shandong Province
"RMB"	Renminbi, the lawful currency of the PRC
"SDHG"	Shandong Hi-Speed Holdings Group Limited (山高控股集團有限公司), a company incorporated in Bermuda with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 412)
"SDHG Board"	the board of directors of SDHG
"SDHG Directors"	the directors of SDHG
"SDHG Group"	SDHG and its subsidiaries
"SDHG SGM"	the special general meeting to be convened by SDHG to consider and, if thought fit, to approve the transactions contemplated under the EPC Contract
"SDHS Group"	Shandong Hi-Speed Group Co. Ltd.* (山東高速集團有限公司), a company incorporated in the PRC with limited liability and an indirect controlling shareholder of SHNE and a controlling shareholder of SDHG
"SHNE"	Shandong Hi-Speed New Energy Group Limited (山高新能源集團有限公司), a company established in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 1250)

"SHNE Board"	the board of directors of SHNE
"SHNE Directors"	the directors of SHNE
"SHNE Group"	SHNE and its subsidiaries
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"%"	per cent

By Order of the SHNE Board	By Order of the SDHG Board
Shandong Hi-Speed New Energy Group Limited	**Shandong Hi-Speed Holdings Group Limited**
Kang Jian	**Kang Jian**
Chairman	*Chairman*

Hong Kong, 10 August 2026

As at the date of this joint announcement, the SHNE Board comprises Mr. Kang Jian, Mr. Liu Zhijie, Mr. Zhu Jianbiao, Ms. Liao Jianrong, Mr. Liu Yao, Ms. Wang Zhupin and Mr. Wang Meng as executive directors; and Professor Qin Si Zhao, Mr. Victor Huang, Mr. Yang Xiangliang and Mr. Chiu Kung Chik as independent non-executive directors.

As at the date of this joint announcement, the SDHG Board comprises Mr. Kang Jian, Mr. Zhu Jianbiao, Mr. Liu Zhijie, Ms. Liao Jianrong and Mr. Liu Yao as executive directors; Mr. Liang Zhanhai, Mr. Chen Di and Mr. Wang Wenbo as non-executive directors; and Mr. Guan Huanfei, Mr. Chan Wai Hei, Mr. Jonathan Jun Yan and Mr. Fang Ying as independent non-executive directors.