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CHINA NUCLEAR ENERGY TECHNOLOGY CORPORATION LIMITED 中國核能科技集團有限公司

(Incorporated in Bermuda with limited liability)
(Stock Code: 611)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the special general meeting (the "**SGM**") of China Nuclear Energy Technology Corporation Limited (the "**Company**") will be held at Function Room, 2/F, the Harbourview, 4 Harbour Road, Wan Chai, Hong Kong on Friday, 13 October 2023, at 11:00 a.m. to consider and, if thought fit, passing, with or without modifications, the following resolutions (unless otherwise indicated, capitalised terms used in this notice shall have the same meanings as those defined in the circular (the "**Circular**") of the Company dated 25 September 2023):

ORDINARY RESOLUTIONS

1. "THAT

- (i) the equipment purchase agreement dated 19 September 2023 entered into between 中核(南京)能源發展有限公司(CNI (Nanjing) Energy Development Company Limited*) as purchaser and 晶科能源股份有限公司(Jinko Solar Holding Co., Ltd.) as vendor, in respect of supply of equipment for the construction and development of a photovoltaic power station in Boshang Town, Linxiang District in Yunnan Province, the PRC (the "Jinko 300MW Equipment Purchase Agreement") (a copy of which marked "A" has been produced to the SGM and initialed by the chairman of the SGM for identification purpose), the transactions contemplated thereunder and all other transactions in connection therewith and any other ancillary documents, be and are hereby confirmed, approved and ratified, subject to such addition or amendment as any director(s) of the Company (the "Director(s)") may consider necessary, desirable or appropriate; and
- (ii) any one Director be and is authorised to do all such acts and things, to sign and execute such documents or agreements or deeds on behalf of the Company, including under seal of the Company, where applicable, and to do such other things and to take all such actions as he/ she considers necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Jinko 300MW Equipment Purchase Agreement (including any supplemental agreement thereto) and all transactions contemplated thereunder, and to agree to such variation, amendments or waiver or matters relating thereto as he/she sees fit."

2. "THAT

- (i) the equipment purchase agreement dated 19 September 2023 entered into between 中核(南京)能源發展有限公司 (CNI (Nanjing) Energy Development Company Limited*) as purchaser and 通威太陽能(合肥)有限公司(Tongwei Solar (Hefei) Co., Ltd.*) as vendor, in respect of supply of equipment for the construction and development of a photovoltaic power station in Boshang Town, Linxiang District in Yunnan Province, the PRC (the "Second Tongwei 300MW Equipment Purchase Agreement") (a copy of which marked "B" has been produced to the SGM and initialed by the chairman of the SGM for identification purpose), the transactions contemplated thereunder and all other transactions in connection therewith and any other ancillary documents, be and are hereby confirmed, approved and ratified, subject to such addition or amendment as any Director(s) may consider necessary, desirable or appropriate; and
- (ii) any one Director be and is authorised to do all such acts and things, to sign and execute such documents or agreements or deeds on behalf of the Company, including under seal of the Company, where applicable, and to do such other things and to take all such actions as he/she considers necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Second Tongwei 300MW Equipment Purchase Agreement (including any supplemental agreement thereto) and all transactions contemplated thereunder, and to agree to such variation, amendments or waiver or matters relating thereto as he/she sees fit."

3. "THAT

- the equipment purchase agreement dated 19 September 2023 entered into between 中核 (南京)能源發展有限公司 (CNI (Nanjing) Energy Development Company Limited*) as purchaser and 晶科能源股份有限公司 (Jinko Solar Holding Co., Ltd.) as vendor, in respect of supply of equipment for the construction and development of a photovoltaic power station in Mangbing Township, Zhenkang County in Yunnan Province, the PRC (the "Second Jinko 360MW Equipment Purchase Agreement") (a copy of which marked "C" has been produced to the SGM and initialed by the chairman of the SGM for identification purpose), the transactions contemplated thereunder and all other transactions in connection therewith and any other ancillary documents, be and are hereby confirmed, approved and ratified, subject to such addition or amendment as any Director(s) may consider necessary, desirable or appropriate; and
- (ii) any one Director be and is authorised to do all such acts and things, to sign and execute such documents or agreements or deeds on behalf of the Company, including under seal of the Company, where applicable, and to do such other things and to take all such actions as he/she considers necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Second Jinko 360MW Equipment Purchase Agreement (including any supplemental agreement thereto) and all transactions contemplated thereunder, and to agree to such variation, amendments or waiver or matters relating thereto as he/she sees fit."

4. "THAT

- (i) the equipment purchase agreement dated 19 September 2023 entered into between 中核(南京)能源發展有限公司 (CNI (Nanjing) Energy Development Company Limited*) as purchaser and 通威太陽能(合肥)有限公司 (Tongwei Solar (Hefei) Co., Ltd.*) as vendor, in respect of supply of equipment for the construction and development of a photovoltaic power station in Mangbing Township, Zhenkang County in Yunnan Province, the PRC (the "Tongwei 360MW Equipment Purchase Agreement") (a copy of which marked "D" has been produced to the SGM and initialed by the chairman of the SGM for identification purpose), the transactions contemplated thereunder and all other transactions in connection therewith and any other ancillary documents, be and are hereby confirmed, approved and ratified, subject to such addition or amendment as any Director(s) may consider necessary, desirable or appropriate; and
- (ii) any one Director be and is authorised to do all such acts and things, to sign and execute such documents or agreements or deeds on behalf of the Company, including under seal of the Company, where applicable, and to do such other things and to take all such actions as he/she considers necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Tongwei 360MW Equipment Purchase Agreement (including any supplemental agreement thereto) and all transactions contemplated thereunder, and to agree to such variation, amendments or waiver or matters relating thereto as he/she sees fit."

Yours faithfully,
By order of the Board
China Nuclear Energy Technology Corporation Limited
Shu Qian
Chairman

Hong Kong, 25 September 2023

* For identification purpose only.

Registered Office: Principal Place of Business in Hong Kong:

Clarendon House Room 2801, 28th Floor 2 Church Street China Resources Building

Hamilton HM 11 26 Harbour Road

Bermuda Wanchai Hong Kong

Notes:

- 1. A member of the Company (the "Shareholder") entitled to attend and vote at the SGM convened by the above notice is entitled to appoint one or, if such Shareholder is a holder of more than one share, more proxies to attend and vote in his stead. A proxy need not be a Shareholder.
- 2. In order to be valid, the form of proxy must be deposited with Tricor Tengis Limited, the share registrar of the Company, 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, together with a power of attorney or other authority, if any, under which it is signed or a certified copy of that power of attorney, not less than 48 hours before the time appointed for holding the SGM (i.e. no later than 11:00 a.m. on Wednesday, 11 October 2023) or any adjournment thereof.
- 3. For the purpose of ascertaining shareholders' right to attend and vote at the meeting, the register of members of the Company will be closed from Wednesday, 11 October 2023 to Friday, 13 October 2023, both days inclusive, during which no transfer of shares of the Company will be registered. In order to be eligible to attend and vote at the meeting, all transfer documents accompanied by the relevant share certificate(s) must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration not later than 4:30 p.m. on Tuesday, 10 October 2023.
- 4. Where there are joint holders of any share of the Company, any one of such joint holders may vote at the meeting, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at the meeting in person or by proxy, that one of the said joint holders so present whose name stands first on the register of members of the Company in respect of such share shall alone be entitled to vote in respect thereof.
- 5. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.
- 6. Completion and delivery of the form of proxy will not preclude the Shareholder from attending and voting in person at the SGM if the Shareholder so desires and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
- 7. The Chinese version of the resolutions set out in this notice is for reference only. If there is any inconsistency between the English and the Chinese versions, the English version shall prevail.
- 8. In this notice, the English names of certain PRC entities are translation or transliteration of their Chinese names, and are included herein for identification purpose only. In the event of any inconsistency, the Chinese names shall prevail.
- 9. If tropical cyclone warning signal no. 8 or above, or a black rainstorm warning or "extreme conditions" caused by super typhoon is in effect at any time after 8:30 a.m. on Friday, 13 October 2023, the SGM will be adjourned in accordance with the bye-laws of the Company and the shareholders will be informed of the date, time and place of the adjourned meeting and, if necessary, be given notice thereof pursuant to the bye-laws of the Company. The SGM will be held as scheduled even when tropical cyclone warning signal no. 3 or below is hoisted, or an amber or red rainstorm warning signal is in force. You should make your own decision as to whether you would attend the meeting under bad weather conditions and if you should choose to do so, you are advised to exercise care and caution.

As at the date of this notice, the executive Directors are Mr. Shu Qian (Chairman), Mr. Wu Yuanchen (Vice Chairman), Mr. Liu Genyu, Ms. Huang Yan and Ms. Liu Jianrong; and the independent non-executive directors are Dr. Xu Shiqing, Mr. Kang Xinquan and Dr. Su Lixin.