

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



GCL New Energy Holdings Limited

協鑫新能源控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock code: 451)

DISCLOSEABLE TRANSACTIONS WITH NANJING CNI ENERGY ENGINEERING COMPANY LIMITED

DISCLOSEABLE TRANSACTIONS

The Board announces that on 31 July 2015, Tianchang City GCL (an indirect wholly owned subsidiary of the Company) and Menghai GCL (an indirect wholly owned subsidiary of the Company) entered into the Tianchang City EPC Agreement and Xishuang Banna EPC Agreement (the “**EPC Agreements**”) with CNI Energy (an independent third party of the Company) respectively.

The Tianchang City EPC Agreement was entered into on 31 July 2015 between Tianchang City GCL as the principal, and CNI Energy as the contractor under which Tianchang City GCL agreed to engage CNI Energy as the contractor to provide engineering, procurement and construction services in relation to a 40MW photovoltaic power station project in Tianchang City of Anhui Province (the “**Tianchang City Project**”) at an estimated consideration of RMB275,175,800 (equivalent to approximately HK\$348,702,774).

The Xishuang Banna EPC Agreement was entered into on 31 July 2015 between Menghai GCL as the principal, and CNI Energy as the contractor under which Menghai GCL agreed to engage CNI Energy as the contractor to provide engineering, procurement and construction services in relation to a 50MW photovoltaic power station project in Menghai County of Xishuangbanna Dai Autonomous Prefecture (the “**Xishuang Banna Project**”) at an estimated consideration of RMB336,646,900 (equivalent to approximately HK\$426,598,952).

In addition, the following agreements were entered into with CNI Energy in the past 12 months:

- (i) the Licheng County Technical and Design Agreement dated 12 August 2014 between Licheng GCL (an indirect wholly owned subsidiary of the Company) as principal and CNI Energy as contractor in relation to the provision of technical and design services for a 30MW photovoltaic power station project in Licheng County of Changzi City (the “**Licheng County Project**”) at a consideration of RMB1,190,000 (equivalent to approximately HK\$1,507,968);

- (ii) the Licheng County EPC Agreement dated 13 August 2014 between Licheng GCL as principal and CNI Energy as contractor in relation to the provision of procurement and construction services for the Licheng County Project at a consideration of RMB45,870,000 (equivalent to approximately HK\$58,126,464);
 - (iii) the Baoying Technical and Design Agreement dated 13 November 2014 between Baoying GCL (an indirect wholly owned subsidiary of the Company) as principal and CNI Energy as the contractor in relation to the provision of technical and design services for the Baoying Project at a consideration of RMB510,000 (equivalent to approximately HK\$646,272); and
 - (iv) the Yushen Technical and Design Agreement dated 11 November 2014 between Dongtou Energy (an indirect wholly owned subsidiary of the Company) as principal and CNI Energy as the contractor in relation to the provision of technical and design services for the Yushen Project at a consideration of RMB1,850,000 (equivalent to approximately HK\$2,344,320),
- (together, the “**Previous Agreements**”).

The entering into of the Previous Agreements (in aggregate) did not constitute a discloseable transaction of the Company pursuant to Chapter 14 of the Listing Rules.

As the EPC Agreements and the Previous Agreements were entered into with CNI Energy within a 12-month period prior to and inclusive of the date of the EPC Agreements, the EPC Agreements and the Previous Agreements will be aggregated as a series of transactions pursuant to Rule 14.22 of the Listing Rules.

As one or more of the applicable percentage ratios in respect of the EPC Agreements and the Previous Agreements (in aggregate) exceeds 5% but less than 25%, the entering into of the EPC Agreements and the Previous Agreements, in aggregate, constitute a discloseable transaction of the Company and the Company shall comply with the reporting and announcement requirements under Chapter 14 of the Listing Rules.

1. DISCLOSEABLE TRANSACTIONS WITH NANJING CNI ENERGY ENGINEERING COMPANY LIMITED

The Board announces that on 31 July 2015, Tianchang City GCL (an indirect wholly owned subsidiary of the Company) and Menghai GCL (an indirect wholly owned subsidiary of the Company) entered into the EPC Agreements with CNI Energy (an independent third party of the Company) respectively.

The Tianchang City EPC Agreement was entered into on 31 July 2015 between Tianchang City GCL as the principal, and CNI Energy as the contractor under which Tianchang City GCL agreed to engage CNI Energy as a contractor to provide engineering, procurement and construction services in relation to a 40MW photovoltaic power station project in Tianchang City of Anhui Province at an estimated consideration of RMB 275,175,800 (equivalent to approximately HK\$348,702,774).

The Xishuang Banna EPC Agreement was entered into on 31 July 2015 between Menghai GCL as the principal, and CNI Energy as the contractor under which Menghai GCL agreed to engage CNI Energy as the contractor to provide engineering, procurement and

construction services in relation to a 50MW photovoltaic power station project in Menghai County of Xishuangbanna Dai Autonomous Prefecture at an estimated consideration of RMB336,646,900 (equivalent to approximately HK\$426,598,952).

In addition, the following agreements were entered into with CNI Energy in the past 12 months:

- (i) the Licheng County Technical and Design Agreement dated 12 August 2014 between Licheng GCL (an indirect wholly owned subsidiary of the Company) as principal and CNI Energy as contractor in relation to the Licheng County Project at a consideration of RMB1,190,000 (equivalent to approximately HK\$1,507,968);
- (ii) the Licheng County EPC Agreement dated 13 August 2014 between Licheng GCL as principal and CNI Energy as contractor in relation to the provision of engineering, procurement and construction services for the Licheng County Project at a consideration of RMB45,870,000 (equivalent to approximately HK\$58,126,464);
- (iii) the Baoying Technical and Design Agreement dated 13 November 2014 between Baoying GCL (an indirect wholly owned subsidiary of the Company) as principal and CNI Energy as the contractor in relation to the provision of technical and design services for the Baoying Project at a consideration of RMB510,000 (equivalent to approximately HK\$646,272); and
- (iv) the Yushen Technical and Design Agreement dated 11 November 2014 between Dongtuo Energy (an indirect wholly owned subsidiary of the Company) as principal and CNI Energy as the contractor in relation to the provision of technical and design services for the Yushen Project at a consideration of RMB1,850,000 (equivalent to approximately HK\$2,344,320).

The aggregate consideration under the Previous Agreements and the EPC Agreements is estimated to be RMB661,242,700 (equivalent to approximately HK\$837,926,750).

A. Principal terms of the Tianchang City EPC Agreement

(i) Date

31 July 2015

(ii) Parties

Principal: Tianchang City GCL

Contractor: CNI Energy

(iii) Subject matter

Tianchang City GCL agreed to engage CNI Energy as the contractor to provide engineering, procurement and construction services in relation to the Tianchang City Project. The Tianchang City Project is divided into two phases (i) an initial phase of construction of 20MW (the **First Phase**); and (ii) the subsequent phase of construction of 20MW (the **Second Phase**). The commencement date of the First Phase construction shall be subject to notice of commencement given by the principal of the project, and is expected to be completed by 31 August 2015. The

Second Phase construction shall commence three months after the commencement of the First Phase and is expected to be completed by 30 November 2015.

(iv) Basis of consideration

The estimated consideration for the services under Tianchang City EPC Agreement is RMB275,175,800 (equivalent to approximately HK\$348,702,774) (the “**Total Tianchang Consideration**”), comprising (i) RMB141,000,000 (equivalent to approximately HK\$178,675,200) for the First Phase (the “**First Phase Tianchang Consideration**”); and (ii) RMB134,175,800 (equivalent to approximately HK\$170,027,574) for the Second Phase (the “**Second Phase Tianchang Consideration**”).

Tianchang City EPC Agreement was negotiated and entered into on an arm’s length basis and on normal commercial terms. The consideration under Tianchang City EPC Agreement was determined with reference to (a) the quality standard of the services to be provided under Tianchang City EPC Agreement; (b) the profit margin of the Tianchang City Project; and (c) the prevailing market price.

(v) Payment terms

The consideration for the services under Tianchang City EPC Agreement shall be paid by Tianchang City GCL to CNI Energy in six instalments in accordance with milestones as follows:

First instalment	RMB27,517,580 (equivalent to approximately HK\$34,870,277) equivalent to 10% of the Total Tianchang Consideration upon signing of the Tianchang City EPC Agreement
Second instalment	RMB82,552,740 (equivalent to approximately HK\$104,610,832) equivalent to 30% of the Total Tianchang Consideration upon delivery of the first batch of equipment to the construction site
Third instalment	RMB70,500,000 (equivalent to approximately HK\$89,337,600) equivalent to 50% of the First Phase Tianchang Consideration within the expiry of three months from the date of on-grid power generation for 20MW under the First Phase
Fourth instalment	RMB67,087,900 (equivalent to approximately HK\$85,013,786) equivalent to 50% of the Second Phase Tianchang Consideration within the expiry of three months from the date of on-grid power generation for 20MW under the Second Phase

Fifth instalment	RMB13,758,790 (equivalent to approximately HK\$17,435,139) equivalent to 5% of the Total Tianchang Consideration subject to final adjustment based on works completed, upon completion of the construction work and obtaining the Construction Completion Certificate* (工程竣工验收鉴定书)
Sixth instalment	RMB13,758,790 (equivalent to approximately HK\$17,435,139) equivalent to 5% of the Total Tianchang Consideration subject to final adjustment based on works completed, after the expiration of the warranty period of 12 months from the date of the Construction Completion Certificate, provided that there are no issues in relation to the quality of services and construction work or any issues have been remedied

B. Principal terms of the Xishuang Banna EPC Agreement

(i) Date

31 July 2015

(ii) Parties

Principal: Menghai GCL

Contractor: CNI Energy

(iii) Subject matter

Menghai GCL agreed to engage CNI Energy as the contractor to provide engineering, procurement and construction services in relation to the Xishuang Banna Project. The commencement date of the construction shall be subject to notice of commencement given by the principal of the project. It is expected that the construction of Xishuang Banna Project will be completed by November 2015.

(iv) Basis of consideration

The consideration for the services under Xishuang Banna EPC Agreement is expected to be RMB336,646,900 (equivalent to approximately HK\$426,598,952) (the “**Menghai Consideration**”).

Xishuang Banna EPC Agreement was negotiated and entered into on an arm’s length basis and on normal commercial terms. The consideration under Xishuang Banna EPC Agreement was determined with reference to (a) the quality standard of the services to be provided under Xishuang Banna EPC Agreement; (b) the profit margin of the Xishuang Banna Project; and (c) the prevailing market price.

(v) *Payment terms*

The consideration for the services under Xishuang Banna EPC Agreement shall be paid by Menghai GCL to CNI Energy in five instalments in accordance with milestones as follows:

First instalment	RMB33,664,690 (equivalent to approximately HK\$42,659,895) equivalent to 10% of the Menghai Consideration, upon the signing of the Xishuang Banna EPC Agreement
Second instalment	RMB100,994,070 (equivalent to approximately HK\$127,979,686) equivalent to 30% of the Menghai Consideration, upon delivery of the first batch of equipment to the construction site
Third instalment	RMB168,323,450 (equivalent to approximately HK\$213,299,476) equivalent to 50% of the Menghai Consideration, within the expiry of 3 months from the date of on-grid power connection for the Xishuang Banna Project
Fourth instalment	RMB16,832,345 (equivalent to approximately HK\$21,329,948) equivalent to 5% of the Menghai Consideration subject to final adjustment based on works completed, upon completion of the construction works and obtaining the Construction Completion Certificate* (工程竣工验收鑒定書)
Fifth instalment	RMB16,832,345 (equivalent to approximately HK\$21,329,948) equivalent to 5% of the Menghai Consideration subject to final adjustment based on works completed, after the expiration of the warranty period of 12 months from the date of the Construction Completion Certificate, provided that there are no issues in relation to the quality of services and construction work or any issues have been remedied

2. PREVIOUS AGREEMENTS

A. Principal terms of the Licheng County Technical and Design Agreement

(i) *Date*

12 August 2014

(ii) *Parties*

Principal: Licheng GCL

Contractor: CNI Energy

(iii) Subject matter

Licheng GCL agreed to engage CNI Energy as the contractor to provide technical and design services in relation to the Licheng County Project (including the booster station and system connections). The provision of services commenced on 18 August 2014 and the technical and design work for the Licheng County Project was completed on 10 July 2015.

(iv) Basis of consideration

The consideration for the services under Licheng County Technical and Design Agreement was RMB1,190,000 (equivalent to approximately HK\$1,507,968). Licheng County Technical and Design Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration under Licheng County Technical and Design Agreement was determined with reference to (a) the quality standard of the services to be provided under Licheng County Technical and Design Agreement; (b) the profit margin of the project; and (c) the prevailing market price.

B. Principal terms of the Licheng County EPC Agreement

(i) Date

13 August 2014

(ii) Parties

Principal: Licheng GCL

Contractor: CNI Energy

(iii) Subject matter

Licheng GCL agreed to engage CNI Energy as the contractor. CNI Energy shall be responsible for (i) procurement of equipment (such as frames, inverters, transformers cable, combiners); (ii) installation work relating to distribution room, distribution equipment, solar cell component frames and inverters; (iii) construction work such as cable, tower, electricity equipment, underground facilities, roads, fence, earthwork, greening illumination, video surveillance, prevention of fire, flood, security, operation control system, building construction and decoration; and (iv) provision of services such as offloading, storage and transportation, testing of equipment, third party system compatibility testing and modification in relation to the Licheng County Project. The construction commenced on 15 August 2014 and was completed on 28 November 2014.

(iv) Basis of consideration

The consideration for the services under Licheng County EPC Agreement was RMB45,870,000 (equivalent to approximately HK\$58,126,464).

Licheng County EPC Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration under Licheng County EPC Agreement was determined with reference to (a) the quality standard of the services to be provided under Licheng County EPC Agreement; (b) the profit margin of the project; and (c) the prevailing market price.

C. Principal terms of the Baoying Technical and Design Agreement

(i) Date

13 November 2014

(ii) Parties

Principal: Baoying GCL

Contractor: CNI Energy

(iii) Subject matter

Baoying GCL agreed to engage CNI Energy as the contractor to provide technical and design services in relation to the Baoying Project. The technical and design work for the Baoying Project commenced on 13 November 2014 and was completed on 5 April 2015.

(iv) Basis of consideration

The consideration for the services under Baoying Technical and Design Agreement was RMB510,000 (equivalent to approximately HK\$646,272).

Baoying Technical and Design Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration under Baoying Technical and Design Agreement was determined with reference to (a) the quality standard of the services to be provided under Baoying Technical and Design Agreement; (b) the profit margin of the project; and (c) the prevailing market price.

D. Principal terms of the Yushen Technical and Design Agreement

(i) Date

11 November 2014

(ii) Parties

Principal: Dongtou Energy

Contractor: CNI Energy

(iii) Subject matter

Dongtou Energy agreed to engage CNI Energy as the contractor to provide technical and design services in relation to the Yushen Project. The technical and design work for the Yushen Project commenced on 11 November 2014 and is yet to be completed.

(iv) Basis of consideration

The consideration for the services under Yushen Technical and Design Agreement was RMB1,850,000 (equivalent to approximately HK\$2,344,320). Yushen Technical and Design Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration under Yushen Technical and Design Agreement was determined with reference to (a) the quality standard of the services to be provided under Yushen Technical and Design Agreement; (b) the profit margin of the project; and (c) the prevailing market price.

The entering into of the Licheng County Technical and Design Agreement, Licheng County EPC Agreement, Baoying Technical and Design Agreement and Yushen Technical and Design Agreement (in aggregate) did not constitute a discloseable transaction of the Company pursuant to Chapter 14 of the Listing Rules.

3. REASONS AND BENEFITS OF THE DISCLOSEABLE TRANSACTIONS

Since May 2014, the Company has announced various renewable energy projects and acquisitions relating to the new nature and scope of the business of the Group, including the Company's announcements dated 21 May 2014, 26 August 2014, 28 August 2014, 6 October 2014, 10 November 2014, 28 November 2014, 4 December 2014, 6 January 2015, 12 February 2015 and 2 March 2015.

As a developer of greenfield projects, the Group has to engage contractors to provide engineering, procurement and constructions services, and technical and design services to construct its power generation projects. CNI Energy is an established EPC contractor and has extensive local resources. The Group believes that it can deliver service at a quality standard which meets the expectations of the Group.

Based on the above reasons, the Directors believe and consider that the terms of the EPC Agreements and the Previous Agreements are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

4. LISTING RULES IMPLICATIONS

As the EPC Agreements and the Previous Agreements all relate to CNI Energy, the Board considers that the EPC Agreements and the Previous Agreements should be aggregated together.

As one or more of the applicable percentage ratios in respect of the EPC Agreements and the Previous Agreements (in aggregate) exceeds 5% but less than 25%, the entering into of the EPC Agreements and the Previous Agreements constitute a discloseable transaction of the Company and the Company shall comply with the reporting and announcement requirements under Chapter 14 of the Listing Rules.

To the best of the Directors' knowledge, information and belief having made all reasonable inquiry, CNI Energy and its ultimate beneficial owner are third parties independent of the Company and are not connected persons of the Company.

5. INFORMATION ON THE PARTIES TO THE DISCLOSEABLE TRANSACTIONS

CNI Energy

CNI Energy is a wholly-owned subsidiary of 中核(南京)能源發展有限公司(CNI (Nanjing) Energy Development Company Limited) and was established on 14 March 2013. CNI Energy is principally engaged in the provision of sub-contracting services in relation to new energy projects such as procurement and sale of equipment and materials, installation and testing of equipment, design, construction and technical consultancy. In addition, CNI Energy possesses the Electricity Industry Class-B Qualification Certificate for Engineering Design (Generation of New Energy)* (電力行業(新能源發電)專業乙級工程設計資質證書) which allows CNI Energy to participate in the provision of main contracting, project management and related technical and management services in the fields specified therein.

The Group

The Group is principally engaged in development, construction, investment, operation and management of photovoltaic power station projects as well as providing energy storage, energy efficiency, intelligent micro-grid and energy distribution solutions to its customers and joint venture partners. The Group is also engaged in manufacturing and selling of printed circuit boards.

6. DEFINITIONS

Unless the context otherwise requires, the following expressions have the following meanings in this announcement:

“Baoying Technical and Design Agreement”	the agreement dated 13 November 2014 entered into between Baoying GCL (as the principal) and CNI Energy (as the contractor) under which CNI Energy undertakes to provide design services in relation to the Baoying Project
“Baoying GCL”	Baoying GCL Solar Power Company Limited* (寶應鑫源光伏發電有限公司), an indirect wholly owned subsidiary of the Company which is incorporated in the PRC with limited liability
“Baoying Project”	the 6MW fishery photovoltaic power station project in Baoying County of Yangzhou City
“Board”	the board of the Directors
“CNI Energy”	Nanjing CNI Energy Engineering Company Limited* (南京中核能源工程有限公司), a company incorporated in the PRC with limited liability

“Company”	GCL New Energy Holdings Limited 協鑫新能源控股有限公司, a company incorporated in Bermuda with limited liability and the Shares of which are listed on the Main Board of the Stock Exchange, with stock code 451
“connected persons”	has the meanings ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company
“Dongtou Energy”	Yulin City Yushen Industrial Zone Dongtou Energy Company Limited* (榆林市榆神工業區東投能源有限公司), an indirect wholly owned subsidiary of the Company which is incorporated in the PRC with limited liability
“EPC Agreements”	the Tianchang City EPC Agreement, and Xishuang Banna EPC Agreement
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Licheng County EPC Agreement”	the agreement dated 13 August 2014 entered into between Licheng GCL (as the principal) and CNI Energy (as the contractor) under which CNI Energy undertakes to provide procurement and construction services in relation to the Licheng County Project
“Licheng GCL”	Licheng GCL Solar Power Company Limited* (黎城協鑫光伏電力有限公司), an indirect wholly owned subsidiary of the Company which is incorporated in the PRC with limited liability
“Licheng County Project”	the 30MW photovoltaic power station project in the Licheng County of Changzi City
“Licheng County Technical and Design Agreement”	the agreement dated 12 August 2014 entered into between Licheng GCL (as the principal) and CNI Energy (as the contractor) under which CNI Energy undertakes to provide technical and design services in relation to the Licheng County Project
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Menghai GCL”	Menghai GCL Solar Agricultural Power Company Limited* (勐海協鑫光伏農業電力有限公司), an indirect wholly owned subsidiary of the Company which is incorporated in the PRC with limited liability
“MW”	megawatt(s)

“PRC”	the People’s Republic of China, and for the purpose of this announcement, excluding Hong Kong, the Macao Special Administrative Region of the People’s Republic of China and Taiwan
“Previous Agreements”	collectively, the Licheng County Technical and Design Agreement, Licheng County EPC Agreement, Baoying Technical and Design Agreement and Yushen Technical and Design Agreement
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	ordinary shares of one-two-hundred-fortieth (1/240) of a Hong Kong dollar each (equivalent to HK\$0.00416) in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiaries”	has the same meaning ascribed to it under the Listing Rules
“Tianchang City EPC Agreement”	the agreement dated 31 July 2015 entered into between Tianchang City GCL (as the principal) and CNI Energy (as the contractor) under which CNI Energy undertakes to provide engineering, procurement and construction services in relation to the Tianchang City Project
“Tianchang City GCL”	Tianchang City GCL Solar Power Company Limited* (天長市協鑫光伏電力有限公司), an indirect wholly owned subsidiary of the Company which is incorporated in the PRC with limited liability
“Tianchang City Project”	the 40MW photovoltaic power station project in Tianchang City of Anhui Province
“Xishuang Banna EPC Agreement”	the agreement dated 31 July 2015 entered into between Menghai GCL (as the principal) and CNI Energy (as the contractor) under which CNI Energy undertakes to provide engineering, procurement and construction services in relation to the Xishuang Banna Project
“Xishuang Banna Project”	the 50MW photovoltaic power station project in Menghai County of Xishuangbanna Dai Autonomous Prefecture
“Yushen Project”	The 100MW photovoltaic power station project in Yushen County of Yulin City

“Yushen Technical and Design Agreement” the agreement dated 11 November 2014 entered into between Dongtou Energy (as the principal) and CNI Energy (as the contractor) under which CNI Energy undertakes to provide technical and design services in relation to the Yushen Project

“%” per cent.

This announcement contains translations between Renminbi and Hong Kong dollar amounts at RMB1 = HK\$1.2672, being the exchange rate prevailing on 30 July 2015. The translations should not be taken as a representation that the Renminbi could actually be converted into Hong Kong dollars at that rate or at all.

* *All of the English titles or names of the PRC laws and regulations, as well as certain items contained in this announcement have been included for identification purpose only and may not necessarily be the official English translations of the corresponding Chinese titles or names. If there is any inconsistency between the English translations and the Chinese titles or names, the Chinese titles or names shall prevail.*

By order of the Board
GCL New Energy Holdings Limited
協鑫新能源控股有限公司
Tang Cheng
Chairman

Hong Kong, 31 July 2015

As at the date of this announcement, the executive Directors are Mr. Zhu Gongshan, Mr. Tang Cheng, Mr. Sun Xingping, Ms. Hu Xiaoyan and Mr. Yip Sum Yin; the non-executive Directors are Mr. Zhu Yufeng, Ms. Sun Wei and Mr. Sha Hongqiu; and the independent non-executive Directors are Mr. Wang Bohua, Mr. Xu Songda, Mr. Wang Yanguo, Mr. Lee Conway Kong Wai and Dr. Chen Ying.