

*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 TRANSACTION WITH NANJING NARI SOLAR ENERGY TECHNOLOGY CO., LTD**

#### **THE DISCLOSEABLE TRANSACTION**

On 27 April 2016, Nanjing GCL New Energy (an indirect wholly owned subsidiary of the Company) as customer and Nanjing Nari (an independent third party of the Company) as supplier entered into the following module sales agreements:

- (i) the module sales agreement in relation to the supply of 55,420 units of 415-watt solar modules at a total consideration of RMB94,297,130.00 (equivalent to approximately HK\$112,732,218.92) (the “**Funing Module Sales Agreement**”) for an agriculture-photovoltaic power station project located in Funing County of Jiangsu Province, PRC (“**Funing Project**”);
- (ii) the module sales agreement in relation to the supply of 30,646 units of 310-watt solar modules at a total consideration of RMB38,001,040.00 (equivalent to approximately HK\$45,430,243.32) (the “**Nantong Module Sales Agreement**”) for a fishery-photovoltaic power station project located in Nantong City of Jiangsu Province, PRC (“**Nantong Project**”); and
- (iii) the module sales agreement in relation to the supply of 22,584 units of 310-watt solar modules at a total consideration of RMB28,004,160.00 (equivalent to approximately HK\$33,478,973.28) (the “**Gaoyou Module Sales Agreement**”) for a fishery-photovoltaic power station project located in Gaoyou City of Jiangsu Province, PRC (“**Gaoyou Project**”),

(together, the “**Module Sales Agreements**”).

In addition, the following agreements were entered into with Nanjing Nari in the past 12 months:

- (i) the engineering and construction agreement dated 1 November 2015 between Funing County Xinyuan (an indirect wholly owned subsidiary of the Company) as principal and Nanjing Nari as contractor in relation to the engineering and construction of the Funing Project for a consideration of RMB37,780,000.00 (equivalent to approximately HK\$45,165,990.00) (the “**Funing EC Agreement**”);
- (ii) the inverter purchase agreement dated 25 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of 16 units of inverters and inverter rooms for the Funing Project for a consideration of RMB5,056,128.00 (equivalent to approximately HK\$6,044,601.02) (the “**Funing Inverter Purchase Agreement**”);
- (iii) the equipment purchase agreement dated 10 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain balance-of-system equipment for 30MW of photovoltaic power generation for the Funing Project for a consideration of RMB39,330,000.00 (equivalent to approximately HK\$47,019,015.00) (the “**Funing Equipment Purchase Agreement**”);
- (iv) the cabin purchase agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain prefabricated cabins and work station for the Funing Project for a consideration of RMB756,100.09 (equivalent to approximately HK\$903,917.66) (the “**Funing Cabin Purchase Agreement**”);
- (v) the module sales agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of 16,870 units of 415-watt solar modules for the Funing Project for a consideration of RMB28,704,305.00 (equivalent to approximately HK\$34,315,996.63) (the “**Previous Funing Module Sales Agreement**”);
- (vi) the engineering and construction agreement dated 15 December 2015 between Nantong GCL (an indirect wholly owned subsidiary of the Company) as principal and Nanjing Nari as contractor in relation to the engineering and construction of the Nantong Project for a consideration of RMB24,150,600.00 (equivalent to approximately HK\$28,872,042.30) (the “**Nantong EC Agreement**”);
- (vii) the inverter and cabin purchase agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain inverters, prefabricated cabins and work station for the Nantong Project for a consideration of RMB6,746,659.87 (equivalent to approximately HK\$8,065,631.87) (the “**Nantong Inverter and Cabin Purchase Agreement**”);
- (viii) the equipment purchase agreement dated 5 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain balance-of-system equipment for 16.54MW of photovoltaic power generation for the Nantong Project for a consideration of RMB15,911,480.00 (equivalent to approximately HK\$19,022,174.34) (the “**Nantong Equipment Purchase Agreement**”);

- (ix) the module sales agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of 22,580 units of 310-watt solar modules for the Nantong Project for a consideration of RMB27,999,200.00 (equivalent to approximately HK\$33,473,043.60) (the “**Previous Nantong Module Sales Agreement**”);
  - (x) the engineering and construction agreement dated 1 December 2015 between Gaoyou GCL (an indirect wholly owned subsidiary of the Company) as principal and Nanjing Nari as contractor in relation to the engineering and construction of the Gaoyou Project for a consideration of RMB17,828,640.00 (equivalent to approximately HK\$21,314,139.12) (the “**Gaoyou EC Agreement**”);
  - (xi) the inverter and cabin purchase agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain inverters, prefabricated cabins and work station for the Gaoyou Project for a consideration of RMB5,499,447.44 (equivalent to approximately HK\$6,574,589.41) (the “**Gaoyou Inverter and Cabin Purchase Agreement**”);
  - (xii) the equipment purchase agreement dated 10 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain balance-of-system equipment for 10.94MW of photovoltaic power generation for the Gaoyou Project for a consideration of RMB11,180,680.00 (equivalent to approximately HK\$13,366,502.94) (the “**Gaoyou Equipment Purchase Agreement**”); and
  - (xiii) the module sales agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of 12,900 units of 310-watt solar modules for the Gaoyou Project for a consideration of RMB15,996,000.00 (equivalent to approximately HK\$19,123,218.00) (the “**Previous Gaoyou Module Sales Agreement**”),
- (together, the “**Previous Agreements**”).

The aggregate consideration under the Module Sales Agreements and Previous Agreements is RMB397,241,570.40 (equivalent to approximately HK\$474,902,297.42).

#### **LISTING RULE IMPLICATIONS**

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 Previous Agreements were entered into with Nanjing Nari within a 12-month period prior to and inclusive of the date of the Module Sales Agreements, the Module Sales 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 Module Sales Agreements and the Previous Agreements (in aggregate) exceeds 5% but is less than 25%, the entering into of the Module Sales Agreements and the Previous Agreements, in aggregate, constitutes 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. THE MODULE SALES AGREEMENTS

### A. Principal terms of the Funing Module Sales Agreement

(i) *Date*

27 April 2016

(ii) *Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

(iii) *Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, 55,420 units of 415-watt solar modules at the unit price of RMB1,701.50 (equivalent to approximately HK\$2,034.14) for a total consideration of RMB94,297,130.00 (equivalent to approximately HK\$112,732,218.92) (the “**Funing Module Sales Agreement**”). The solar modules under the Funing Module Sales Agreement are expected to be delivered by 30 June 2016 and will be used for the Funing Project.

(iv) *Basis of consideration*

The Funing Module Sales Agreement was negotiated and entered into on an arm’s length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

(v) *Payment terms*

The consideration for the solar modules under the Funing Module Sales Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 15% of the total consideration as prepayment to be paid at least seven days before the despatch of the solar modules;
- (b) 65% of the total consideration within ten days of the delivery of the solar modules, provided that (i) Nanjing Nari has provided an invoice for 80% of the total consideration; (ii) Nanjing GCL New Energy or its representative has conducted a visual examination of the solar modules and any damaged or missing modules have been remedied by Nanjing Nari; and (iii) the full capacity of the Funing Project has been connected to the national grid for 90 days and there have been no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari;
- (c) 15% of the total consideration within seven days of (i) receiving a further invoice for 20% of the total consideration and (ii) completion of inspection and quality checks on the Funing Project; and

- (d) the remaining 5% of the total consideration within two weeks after the expiration of twelve months of the issue of the Construction Completion Certificate\* (工程竣工驗收鑒定書), provided that there are no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari.

## **B. Principal terms of the Nantong Module Sales Agreement**

*(i) Date*

27 April 2016

*(ii) Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

*(iii) Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, 30,646 units of 310-watt solar modules at the unit price of RMB1,240.00 (equivalent to approximately HK\$1,482.42) at a total consideration of RMB38,001,040.00 (equivalent to approximately HK\$45,430,243.32). The solar modules under the Nantong Module Sales Agreement are expected to be delivered by 30 June 2016 and will be used for the Nantong Project.

*(iv) Basis of consideration*

The Nantong Module Sales Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

*(v) Payment terms*

The consideration for the solar modules under the Nantong Module Sales Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 15% of the total consideration as prepayment to be paid at least seven days before the despatch of the solar modules;
- (b) 65% of the total consideration within ten days of the delivery of the solar modules, provided that (i) Nanjing Nari has provided an invoice for 80% of the total consideration; (ii) Nanjing GCL New Energy or its representative has conducted a visual examination of the solar modules and any damaged or missing modules have been remedied by Nanjing Nari; and (iii) the full capacity of the Nantong Project has been connected to the national grid for 90 days and there have been no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari;

- (c) 15% of the total consideration within seven days of (i) receiving a further invoice for 20% of the total consideration and (ii) completion of inspection and quality checks on the Nantong Project; and
- (d) the remaining 5% of the total consideration within two weeks after the expiration of twelve months of the issue of the Construction Completion Certificate\* (工程竣工驗收鑒定書), provided that there are no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari.

### **C. Principal terms of the Gaoyou Module Sales Agreement**

*(i) Date*

27 April 2016

*(ii) Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

*(iii) Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, 22,584 units of 310-watt solar modules at the unit price of RMB1,240.00 (equivalent to approximately HK\$1,482.42) for a total consideration of RMB28,004,160.00 (equivalent to approximately HK\$33,478,973.28). The solar modules under the Gaoyou Module Sales Agreement are expected to be delivered by 30 June 2016 and will be used for the Gaoyou Project.

*(iv) Basis of consideration*

The Gaoyou Module Sales Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

*(v) Payment terms*

The consideration for the solar modules under the Gaoyou Module Sales Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 15% of the total consideration as prepayment to be paid at least seven days before the despatch of the solar modules;
- (b) 65% of the total consideration within ten days of the delivery of the solar modules, provided that (i) Nanjing Nari has provided an invoice for 80% of the total consideration; (ii) Nanjing GCL New Energy or its representative has conducted a visual examination of the solar modules and any damaged or missing modules have been remedied by Nanjing Nari; and (iii) the full



capacity of the Gaoyou Project has been connected to the national grid for 90 days and there have been no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari;

- (c) 15% of the total consideration within seven days of (i) receiving a further invoice for 20% of the total consideration and (ii) completion of inspection and quality checks on the Gaoyou Project; and
- (d) the remaining 5% of the total consideration within two weeks after the expiration of twelve months of the issue of the Construction Completion Certificate\* (工程竣工驗收鑒定書), provided that there are no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari.

## **2. THE PREVIOUS AGREEMENTS**

### **A. Principal terms of the Funing EC Agreement**

*(i) Date*

1 November 2015

*(ii) Parties*

Contractor: Nanjing Nari

Principal: Funing County Xinyuan

*(iii) Subject Matter*

Funing County Xinyuan (an indirect wholly owned subsidiary of the Company) as principal agreed to engage Nanjing Nari as contractor to provide engineering and construction services in relation to the Funing Project. The relevant construction work commenced on 15 December 2015 and is expected to be completed around May 2016.

*(iv) Basis of consideration*

The consideration for the services under the Funing EC Agreement is RMB37,780,000.00 (equivalent to approximately HK\$45,165,990.00). The Funing EC Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of (a) the quality standard and cost of the services to be provided; (b) the profit margin of the project; and (c) the prevailing market price of similar services.

(v) *Payment terms*

The consideration for the services under the Funing EC Agreement shall be paid by Funing County Xinyuan to Nanjing Nari in accordance with the following milestones:

First instalment	15% of the total consideration as prepayment within five days of the Funing EC Agreement coming into effect, provided that, if Nanjing Nari has not commenced work, Nanjing Nari shall provide an undertaking effective for one month from a bank to pay a sum of up to 15% of the total consideration to Funing County Xinyuan if Nanjing Nari fails to pay any claim arising from its breach of the Funing EC Agreement;
Second instalment	65% of the total consideration within ten business days of the expiry of three months after full on-grid connection or the Funing Project satisfying all conditions for on-grid connection;
Third instalment	up to 95% of the total consideration within seven business days after inspection and acceptance of all construction work; and
Fourth instalment	5% of the total consideration within seven days after the expiry of one year following the inspection and acceptance of construction work.

**B. Principal terms of Funing Inverter Purchase Agreement**

(i) *Date*

25 December 2015

(ii) *Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

(iii) *Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, 16 units of inverters and inverter rooms for the Funing Project for a consideration of RMB5,056,128.00 (equivalent to approximately HK\$6,044,601.02). The inverters and inverter rooms have been partially delivered and the remaining inverters will be delivered upon notification by Nanjing GCL New Energy.



*(iv) Basis of consideration*

The Funing Inverter Purchase Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

*(v) Payment terms*

The consideration for the inverters and inverter rooms under the Funing Inverter Purchase Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 40% of the total consideration within three months of delivery of the inverters and inverter rooms provided that (i) Nanjing Nari has provided an invoice for the same amount; and (ii) Nanjing GCL New Energy or its representative has conducted a visual examination of the goods and any damaged or missing goods have been remedied by Nanjing Nari;
- (b) 50% of the total consideration before the earlier of either 90 days of the on-grid connection of the Funing Project or within 6 months after delivery, provided that (i) Nanjing Nari has provided an invoice for 60% of the total consideration; and (ii) there are no quality issues with the goods within such period, or any issues have been remedied by Nanjing Nari; and
- (c) the remaining 10% of the total consideration before the earlier of either 12 months after the on-grid connection of the Funing Project or 18 months after delivery, provided that (i) there are no quality issues within such period, or any issues have been remedied by Nanjing Nari; and (ii) Nanjing Nari provides a bank guarantee for up to 5% of the total consideration for a period of 48 months.

**C. Principal terms of Funing Equipment Purchase Agreement**

*(i) Date*

10 December 2015

*(ii) Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

*(iii) Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, certain balance-of-system equipment for 30MW of photovoltaic power generation for the Funing Project for a consideration of RMB39,330,000.00 (equivalent to approximately HK\$47,019,015.00). The equipment purchased included combiner boxes, power cables, frames, testing equipment and other photovoltaic power generation equipment. The equipment under the Funing Equipment Purchase Agreement has been partially delivered and the remaining equipment will be delivered upon notification by Nanjing GCL New Energy.

*(iv) Basis of consideration*

The Funing Equipment Purchase Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

*(v) Payment terms*

The consideration for the equipment under the Funing Equipment Purchase Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 10% of the total consideration within seven days after the Funing Equipment Purchase Agreement coming into effect;
- (b) 40% of the total consideration within two weeks after the delivery of all equipment, provided that (i) Nanjing Nari has provided an invoice for 100% of the total consideration; and (ii) Nanjing GCL New Energy or its representative has conducted a visual inspection of the equipment and any damaged or missing equipment has been remedied by Nanjing Nari;
- (c) 40% of the total consideration before the earlier of either 180 days after delivery or 90 days of the on-grid connection of the Funing Project, provided that there are no quality issues with the equipment, or any quality issues have been remedied by Nanjing Nari; and
- (d) the remaining 10% of the total consideration within two weeks after the earlier of either 12 months after the on-grid connection of the Funing Project or for certain types of equipment, 15 to 18 months after delivery, provided that there are no quality issues with the equipment within such period, or any issues have been remedied by Nanjing Nari.

**D. Principal terms of Funing Cabin Purchase Agreement**

*(i) Date*

18 December 2015

*(ii) Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

*(iii) Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, three prefabricated cabins and one work station for the Funing Project for a consideration of RMB756,100.09 (equivalent to approximately HK\$903,917.66). The prefabricated cabins and workstation were delivered on 25 December 2015.

*(iv) Basis of consideration*

The Funing Cabin Purchase Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

*(v) Payment terms*

The consideration for the prefabricated cabins and work station under the Funing Cabin Purchase Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 10% of the total consideration as prepayment to be paid at least seven days before the despatch of the prefabricated cabins and work station;
- (b) 40% of the total consideration within two weeks following the delivery of the prefabricated cabins and work station, provided that (i) Nanjing Nari has provided an invoice for 100% of the total consideration; and (ii) Nanjing GCL New Energy or its representative has conducted a visual inspection of the prefabricated cabins and work station and any damaged or missing goods have been remedied by Nanjing Nari;
- (c) 40% of the total consideration before the earlier of either 180 days after delivery or 90 days of the on-grid connection of the Funing Project, provided that there are no quality issues with the prefabricated cabins and work station, or any quality issues have been remedied by Nanjing Nari; and
- (d) the remaining 10% of the total consideration within two weeks after the earlier of either 12 months after the on-grid connection of the Funing Project or 18 months after delivery, provided that there are no quality issues with the prefabricated cabins and work station within such period, or any issues have been remedied by Nanjing Nari.

**E. Principal terms of the Previous Funing Module Sales Agreement**

*(i) Date*

18 December 2015

*(ii) Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

*(iii) Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, 16,870 units of 415-watt solar modules for the Funing Project at the unit price of RMB1,701.50 (equivalent to approximately HK\$2,034.14) for a consideration of RMB28,704,305.00 (equivalent to approximately HK\$34,315,996.63). The solar modules under the Previous Funing Module Sales Agreement were delivered on 20 December 2015.

*(iv) Basis of consideration*

The Previous Funing Module Sales Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

*(v) Payment terms*

The consideration for the solar modules under the Previous Funing Module Sales Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 15% of the total consideration as prepayment to be paid at least seven days before the despatch of the solar modules;
- (b) 65% of the total consideration within ten days of the delivery of the solar modules provided that (i) Nanjing Nari has provided an invoice for 80% of the total consideration; (ii) Nanjing GCL New Energy or its representative has conducted a visual examination of the solar modules and any damaged or missing modules have been remedied by Nanjing Nari; and (iii) the full capacity of the Funing Project has been connected to the national grid for 90 days and there have been no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari;
- (c) 15% of the total consideration within seven days of (i) receiving a further invoice for 20% of the total consideration and (ii) completion of inspection and quality checks on the Funing Project; and
- (d) the remaining 5% of the total consideration within two weeks after the expiration of twelve months of the issue of the Construction Completion Certificate\* (工程竣工验收鉴定书), provided that there are no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari.

**F. Principal terms of the Nantong EC Agreement**

*(i) Date*

15 December 2015

*(ii) Parties*

Contractor: Nanjing Nari

Principal: Nantong GCL

*(iii) Subject Matter*

Nantong GCL (an indirect wholly owned subsidiary of the Company) as principal agreed to engage Nanjing Nari as contractor to provide engineering and construction services in relation to the Nantong Project. The relevant construction work commenced on 15 December 2015 and is expected to be completed around June 2016.

*(iv) Basis of consideration*

The consideration for the services under the Nantong EC Agreement is RMB24,150,600.00 (equivalent to approximately HK\$28,872,042.30). The Nantong EC Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of (a) the quality standard and cost of the services to be provided; (b) the profit margin of the project; and (c) the prevailing market price of similar services.

*(v) Payment terms*

The consideration for the services under the Nantong EC Agreement shall be paid by Nantong GCL to Nanjing Nari in accordance with the following milestones:

First instalment	15% of the total consideration as prepayment within five days of the Nantong EC Agreement coming into effect, provided that, if Nanjing Nari has not commenced work, Nanjing Nari shall provide an undertaking effective for one month from a bank to pay a sum of up to 15% of the total consideration to Nantong GCL if Nanjing Nari fails to pay any claim arising from its breach of the Nantong EC Agreement;
Second instalment	65% of the total consideration within ten business days after the expiry of three months of the Nantong Project having satisfied all conditions for on-grid connection and completion of all construction work;
Third instalment	up to 95% of the total consideration within seven days after inspection and acceptance of all construction work; and
Fourth instalment	5% of the total consideration within seven days after the expiry of one year following the inspection and acceptance of construction work.

**G. Principal terms of Nantong Inverter and Cabin Purchase Agreement**

*(i) Date*

18 December 2015

*(ii) Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

*(iii) Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, three prefabricated cabins, one work station and 375 units of inverters for the Nantong Project for a consideration of RMB6,746,659.87 (equivalent to approximately HK\$8,065,631.87). The prefabricated cabins, work station and inverters have been delivered.

*(iv) Basis of consideration*

The Nantong Inverter and Cabin Purchase Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

*(v) Payment terms*

The consideration for the prefabricated cabins, workstation and inverters under the Nantong Inverter and Cabin Purchase Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 10% of the total consideration as prepayment to be paid at least seven days before the despatch of goods;
- (b) 40% of the total consideration within two weeks after the delivery of all the goods, provided that (i) Nanjing Nari has provided an invoice for 100% of the total consideration and (ii) Nanjing GCL New Energy or its representative has conducted a visual examination of the goods and any damaged or missing goods have been remedied by Nanjing Nari;
- (c) 40% of the total consideration before the earlier of either 180 days after delivery or 90 days of the on-grid connection of the Nantong Project, provided that there are no quality issues with the goods, or any quality issues have been remedied by Nanjing Nari; and
- (d) the remaining 10% of the total consideration,
  - a. in respect of the inverters, within two weeks after the earlier of 12 months after the on-grid connection of the Nantong Project or 15 months after delivery, and
  - b. in respect of the prefabricated cabins and workstation, within two weeks after the earlier of 12 months after the on-grid connection of the Nantong Project or 18 months after delivery,

provided that in each case there are no quality issues within such period, or any issues have been remedied by Nanjing Nari.



## H. Principal terms of Nantong Equipment Purchase Agreement

*(i) Date*

5 December 2015

*(ii) Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

*(iii) Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, certain balance-of-system equipment for 16.54MW of photovoltaic power generation for the Nantong Project for a consideration of RMB15,911,480.00 (equivalent to approximately HK\$19,022,174.34). The equipment purchased included combiner boxes, power cables, frames and other photovoltaic power generation equipment. The equipment under the Nantong Equipment Purchase Agreement has been partially delivered and the remaining equipment will be delivered upon notification by Nanjing GCL New Energy.

*(iv) Basis of consideration*

The Nantong Equipment Purchase Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

*(v) Payment terms*

The consideration for the equipment under the Nantong Equipment Purchase Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 10% of the total consideration within seven days after the signing of the Nantong Equipment Purchase Agreement;
- (b) 40% of the total consideration within two weeks after the delivery of all equipment, provided that (i) Nanjing Nari has provided an invoice for 100% of the total consideration; and (ii) Nanjing GCL New Energy or its representative has conducted a visual inspection of the equipment and any damaged or missing equipment has been remedied by Nanjing Nari;
- (c) 40% of the total consideration before the earlier of either 180 days after delivery or 90 days of the on-grid connection of the Nantong Project, provided that there are no quality issues with the equipment or any quality issues have been remedied by Nanjing Nari; and
- (d) the remaining 10% of the total consideration within two weeks after the earlier of either 12 months after the on-grid connection of the Nantong Project or for certain types of equipment, 15 to 18 months after delivery, provided that there are no quality issues with the equipment within such period, or any issues have been remedied by Nanjing Nari.

## I. Principal terms of Previous Nantong Module Sales Agreement

### (i) Date

18 December 2015

### (ii) Parties

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

### (iii) Subject Matter

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, 22,580 units of 310-watt solar modules for the Nantong Project at the unit price of RMB1,240.00 (equivalent to approximately HK\$1,482.42) for a consideration of RMB27,999,200.00 (equivalent to approximately HK\$33,473,043.60). The solar modules under the Previous Nantong Module Sales Agreement were delivered on 20 December 2015.

### (iv) Basis of consideration

The Previous Nantong Module Sales Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

### (v) Payment terms

The consideration for the solar modules under the Previous Nantong Module Sales Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 15% of the total consideration as prepayment to be paid at least seven days before the despatch of the solar modules;
- (b) 65% of the total consideration within ten days of the delivery of the solar modules, provided that (i) Nanjing Nari has provided an invoice for 80% of the total consideration; (ii) Nanjing GCL New Energy or its representative has conducted a visual examination of the solar modules and any damaged or missing modules have been remedied by Nanjing Nari; and (iii) the full capacity of the Nantong Project has been connected to the national grid for 90 days and there have been no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari;
- (c) 15% of the total consideration within seven days of (i) receiving a further invoice for 20% of the total consideration and (ii) completion of inspection and quality checks on the Nantong Project; and
- (d) the remaining 5% of the total consideration within two weeks after the expiration of twelve months of the issue of the Construction Completion Certificate\* (工程竣工验收鑒定書), provided that there are no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari.

## J. Principal terms of the Gaoyou EC Agreement

### *(ii) Date*

1 December 2015

### *(ii) Parties*

Contractor: Nanjing Nari

Principal: Gaoyou GCL

### *(iii) Subject Matter*

Gaoyou GCL (an indirect wholly owned subsidiary of the Company) as principal agreed to engage Nanjing Nari as contractor to provide engineering and construction services in relation to the Gaoyou Project. The relevant construction work commenced on 1 December 2015 and is expected to be completed around May 2016.

### *(iv) Basis of consideration*

The consideration for the services under the Gaoyou EC Agreement is RMB17,828,640.00 (equivalent to approximately HK\$21,314,139.12). The Gaoyou EC Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of (a) the quality standard and cost of the services to be provided; (b) the profit margin of the project; and (c) the prevailing market price of similar services.

### *(v) Payment terms*

The consideration for the services under the Gaoyou EC Agreement shall be paid by Gaoyou GCL to Nanjing Nari in accordance with the following milestones:

First instalment 15% of the total consideration as prepayment within five days of the Gaoyou EC Agreement coming into effect, provided that (i) if Nanjing Nari has not commenced work, Nanjing Nari shall provide an undertaking effective for one month from a bank to pay a sum of up to 15% of the total consideration to Gaoyou GCL if Nanjing Nari fails to pay any claim arising from its breach of the Gaoyou EC Agreement; and (ii) Gaoyou GCL has paid fees in relation to the construction of the access road to the Gaoyou Project ("**Access Road Fees**");

Second instalment	65% of the sum of the total consideration less the Access Road Fees within ten business days after the expiry of three months of the Gaoyou Project having satisfied all conditions for on-grid connection and completion of all construction work;
Third instalment	up to 95% of the total consideration within seven days after inspection and acceptance of all construction work; and
Fourth instalment	5% of the total consideration within seven days after the expiry of one year following the inspection and acceptance of construction work.

## **K. Principal terms of the Gaoyou Inverter and Cabin Purchase Agreement**

### *(i) Date*

18 December 2015

### *(ii) Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

### *(iii) Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, three prefabricated cabins, one work station and 299 units of inverters for the Gaoyou Project for a consideration of RMB5,499,447.44 (equivalent to approximately HK\$6,574,589.41). The prefabricated cabins, workstation and inverters were delivered on 25 December 2015.

### *(iv) Basis of consideration*

The Gaoyou Inverter and Cabin Purchase Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

### *(v) Payment terms*

The consideration for the prefabricated cabins, workstation and inverters under the Gaoyou Inverter and Cabin Purchase Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 10% of the total consideration as prepayment to be paid at least seven days before the despatch of goods;

- (b) 40% of the total consideration within two weeks after the delivery of all the goods, provided that (i) Nanjing Nari has provided an invoice for 100% of the total consideration and (ii) Nanjing GCL New Energy or its representative has conducted a visual examination of the goods and any damaged or missing goods have been remedied by Nanjing Nari;
- (c) 40% of the total consideration before the earlier of either 180 days after delivery or 90 days of the on-grid connection of the Gaoyou Project, provided that there are no quality issues with the goods, or any quality issues have been remedied by Nanjing Nari; and
- (d) the remaining 10% of the total consideration,
  - a. in respect of the inverters, within two weeks after the earlier of 12 months after the on-grid connection of the Gaoyou Project or 15 months after delivery, and
  - b. in respect of the prefabricated cabins and workstation, within two weeks after the earlier of 12 months after the on-grid connection of the Gaoyou Project or 18 months after delivery,provided that in each case there are no quality issues, or any issues have been remedied by Nanjing Nari.

#### **L. Principal terms of the Gaoyou Equipment Purchase Agreement**

*(i) Date*

10 December 2015

*(ii) Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

*(iii) Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, certain balance-of-system equipment for 10.94MW of photovoltaic power generation for the Gaoyou Project for a consideration of RMB11,180,680.00 (equivalent to approximately HK\$13,366,502.94). The equipment purchased included combiner boxes, cables, switch cabinets, switches and other photovoltaic power generation equipment. The equipment under the Gaoyou Equipment Purchase Agreement has been delivered.

*(iv) Basis of consideration*

The Gaoyou Equipment Purchase Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.

*(v) Payment terms*

The consideration for the equipment under the Gaoyou Equipment Purchase Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 10% of the total consideration within seven days after the signing of the Gaoyou Equipment Purchase Agreement;
- (b) 40% of the total consideration within two weeks after the delivery of all equipment, provided that (i) Nanjing Nari has provided an invoice for 100% of the total consideration; and (ii) Nanjing GCL New Energy or its representative has conducted a visual inspection of the equipment and any damaged or missing equipment has been remedied by Nanjing Nari;
- (c) 40% of the total consideration before the earlier of either 180 days after delivery or 90 days of the on-grid connection of the Gaoyou Project, provided that there are no quality issues with the equipment within such period, or any quality issues have been remedied by Nanjing Nari; and
- (d) the remaining 10% of the total consideration within two weeks after the earlier of either 12 months after the on-grid connection of the Gaoyou Project or for certain types of equipment, 15 to 18 months after delivery, provided that there are no quality issues with the equipment within such period, or any issues have been remedied by Nanjing Nari.

**M. Principal terms of the Previous Gaoyou Module Sales Agreement**

*(i) Date*

18 December 2015

*(ii) Parties*

Supplier: Nanjing Nari

Customer: Nanjing GCL New Energy

*(iii) Subject Matter*

Nanjing Nari agreed to supply, and Nanjing GCL New Energy agreed to purchase, 12,900 units of 310-watt solar modules for the Gaoyou Project at the unit price of RMB1,240.00 (equivalent to approximately HK\$1,482.42) for a consideration of RMB15,996,000.00 (equivalent to approximately HK\$19,123,218.00). The solar modules under the Previous Funing Module Sales Agreement were delivered on 20 December 2015.

*(iv) Basis of consideration*

The Previous Gaoyou Module Sales Agreement was negotiated and entered into on an arm's length basis and on normal commercial terms. The consideration is calculated on the basis of the market price of similar products.



(v) *Payment terms*

The consideration for the solar modules under the Previous Gaoyou Module Sales Agreement shall be paid by Nanjing GCL New Energy to Nanjing Nari in accordance with the following milestones:

- (a) 15% of the total consideration as prepayment to be paid at least seven days before the despatch of the solar modules;
- (b) 65% of the total consideration within ten days of the delivery of the solar modules provided that: (i) Nanjing Nari has provided an invoice for 80% of the total consideration; (ii) Nanjing GCL New Energy or its representative has conducted a visual examination of the solar modules and any damaged or missing modules have been remedied by Nanjing Nari; and (iii) the full capacity of the Gaoyou Project has been connected to the national grid for 90 days and there have been no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari;
- (c) 15% of the total consideration within seven days of (i) receiving a further invoice for 20% of the total consideration and (ii) completion of inspection and quality checks on the Gaoyou Project; and
- (d) the remaining 5% of the total consideration within two weeks after the expiration of twelve months of the issue of the Construction Completion Certificate\* (工程竣工驗收鑒定書), provided that there are no quality issues with the solar modules, or any issues have been remedied by Nanjing Nari.

### **3. REASONS AND BENEFITS OF THE TRANSACTION**

As a developer of photovoltaic power station projects, the Group has to engage contractors and suppliers for the engineering and construction of its projects. As a result, the Group negotiated with Nanjing Nari, an engineering and construction contractor and equipment supplier, for the purchase of solar modules, equipment and contracting services for its projects under the Module Sales Agreements and the Previous Agreements. The Group believes that Nanjing Nari can supply solar modules and other photovoltaic power generation equipment, as well as provide engineering and construction services, which meet the Group's required quality standard at a reasonable cost.

Based on the above reasons and having considered all relevant factors, the Directors believe and consider that the terms of the Module Sales 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**

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 Previous Agreements were entered into with Nanjing Nari within a 12-month period prior to and inclusive of the date of the Module Sales Agreements, the Module Sales 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 Module Sales Agreements and the Previous Agreements (in aggregate) exceeds 5% but is less than 25%, the entering into of the Module Sales Agreements and the Previous Agreements, in aggregate, constitutes 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 knowledge, information and belief of the Directors having made all reasonable enquiries, Nanjing Nari and each of its ultimate beneficial owners are third parties independent of the Company and each of its connected persons.

## **5. INFORMATION ON THE PARTIES TO THE MODULE SALES AGREEMENTS AND THE PREVIOUS AGREEMENTS**

### **Nanjing Nari**

Nanjing Nari is a subsidiary of Nari Technology Co. Ltd.\* (國電南瑞科技股份有限公司), and was established on 9 August 1996. Nanjing Nari is principally engaged in research and development, design, import and export, installation, testing, engineering and construction, and operation and maintenance of systems and equipment for photovoltaic power generation, distributed power generation, solar thermal power generation, other renewable energy power generation and access systems and control systems; consultation services for other renewable energy power generation and access systems and control systems; research and development, design, import and export, installation and testing of energy storage system; and research and development, design, production, import and export and aftersales services for AC/DC power systems and equipment and integrated intelligent power supply systems and equipment.

### **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:

“Board”	the board of the Company’s Directors
“connected persons”	has the same meaning ascribed to it under the Listing Rules
“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
“Director(s)”	director(s) of the Company

“Funing County Xinyuan”	Funing County Xinyuan Photovoltaic Power Company Limited* (阜寧縣鑫源光伏電力有限公司), a company incorporated in the PRC and an indirect wholly owned subsidiary of the Company
“Funing Cabin Purchase Agreement”	the cabin purchase agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain prefabricated cabins and work station for the Funing Project
“Funing EC Agreement”	the engineering and construction agreement dated 1 November 2015 between Funing County Xinyuan as principal and Nanjing Nari as contractor in relation to the engineering and construction of the Funing Project
“Funing Equipment Purchase Agreement”	the equipment purchase agreement dated 10 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain balance-of-system equipment for 30MW of photovoltaic power generation for the Funing Project
“Funing Inverter Purchase Agreement”	the inverter purchase agreement dated 25 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of 16 units of inverters and inverter rooms for the Funing Project
“Funing Module Sales Agreement”	the module sales agreement dated 27 April 2016 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the supply and purchase of 55,420 units of 415-watt solar modules
“Funing Project”	the agriculture-photovoltaic power station project located in Funing County of Jiangsu Province, PRC
“Gaoyou EC Agreement”	the engineering and construction agreement dated 1 December 2015 between Gaoyou GCL as principal and Nanjing Nari as contractor in relation to the engineering and construction of the Gaoyou Project
“Gaoyou Equipment Purchase Agreement”	the equipment purchase agreement dated 10 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain balance-of-system equipment for 10.94MW of photovoltaic power generation for the Gaoyou Project
“Gaoyou Inverter and Cabin Purchase Agreement”	the inverter and cabin purchase agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain inverters, prefabricated cabins and work station for the Gaoyou Project

“Gaoyou GCL”	Gaoyou GCL Photovoltaic Power Company Limited* (高郵協鑫光伏電力有限公司), a company incorporated in the PRC with limited liability and an indirect wholly owned subsidiary of the Company
“Gaoyou Module Sales Agreement”	the module sales agreement dated 27 April 2016 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the supply and purchase of 22,584 units of 310-watt solar modules
“Gaoyou Project”	the fishery-photovoltaic power station project located in Gaoyou City of Jiangsu Province, PRC
“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
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Module Sales Agreements”	collectively, the Funing Module Sales Agreement, the Nantong Module Sales Agreement and the Gaoyou Module Sales Agreement
“MW”	megawatt(s)
“Nanjing GCL New Energy”	Nanjing GCL New Energy Development Co., Ltd.* (南京協鑫新能源發展有限公司), an indirect wholly owned subsidiary of the Company which is incorporated in the PRC with limited liability
“Nanjing Nari”	Nanjing NARI Solar Energy Technology Co., Ltd* (南京南瑞太陽能科技有限公司), a company incorporated in the PRC with limited liability
“Nantong GCL”	Nantong GCL New Energy Company Limited* (南通協鑫新能源有限公司), a company incorporated in the PRC with limited liability and an indirect wholly owned subsidiary of the Company
“Nantong EC Agreement”	the engineering and construction agreement dated 15 December 2015 between Nantong GCL as principal and Nanjing Nari as contractor in relation to the engineering and construction of the Nantong Project
“Nantong Equipment Purchase Agreement”	the equipment purchase agreement dated 5 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain balance-of-system equipment for 16.54MW of photovoltaic power generation for the Nantong Project

“Nantong Inverter and Cabin Purchase Agreement”	the inverter and cabin purchase agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of certain inverters, prefabricated cabins and work station for the Nantong Project
“Nantong Module Sales Agreement”	the module sales agreement dated 27 April 2016 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the supply and purchase of 30,646 units of 310-watt solar modules
“Nantong Project”	the fishery-photovoltaic power station project located in Nantong City of Jiangsu Province, PRC
“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, (i) the Funing EC Agreement, (ii) the Funing Inverter Purchase Agreement, (iii) the Funing Equipment Purchase Agreement, (iv) the Funing Cabin Purchase Agreement, (v) the Previous Funing Module Sales Agreement, (vi) the Nantong EC Agreement, (vii) the Nantong Inverter and Cabin Purchase Agreement, (viii) the Nantong Equipment Purchase Agreement, (ix) the Previous Nantong Module Sales Agreement, (x) the Gaoyou EC Agreement, (xi) the Gaoyou Inverter and Cabin Purchase Agreement, (xii) the Gaoyou Equipment Purchase Agreement and (xiii) the Previous Gaoyou Module Sales Agreement
“Previous Funing Module Sales Agreement”	the module sales agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of 16,870 units of 415-watt solar modules for the Funing Project
“Previous Gaoyou Module Sales Agreement”	the module sales agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of 12,900 units of 310-watt solar modules for the Gaoyou Project
“Previous Nantong Module Sales Agreement”	the module sales agreement dated 18 December 2015 between Nanjing GCL New Energy as customer and Nanjing Nari as supplier in relation to the purchase of 22,580 units of 310-watt solar modules for the Nantong Project
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	ordinary shares of one-two-hundred-fortieth (1/240) 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
“%”	per cent.

*This announcement contains translations between Renminbi and Hong Kong dollar amounts at RMB1 = HK\$1.1955, being the exchange rate prevailing on 26 April 2016. 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 entities, 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**  
**Zhu Yufeng**  
*Chairman*

Hong Kong, 27 April 2016

*As at the date of this announcement, the executive Directors are Mr. Zhu Gongshan, Mr. Zhu Yufeng, Mr. Sun Xingping, Ms. Hu Xiaoyan, Mr. Tong Wan Sze and Mr. Yip Sum Yin; the non-executive Directors are Ms. Sun Wei, Mr. Sha Hongqiu and Mr. Yeung Man Chung, Charles; 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.*