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(a sino-foreign joint stock limited company incorporated in the People's Republic of China)

(Stock Code: 00991)

ANNOUNCEMENT CONNECTED TRANSACTIONS EPC PROJECT CONTRACTS

EPC PROJECT CONTRACTS

On 22 December 2017, Tangshan Beijiao Thermal Power Generation Company, Leizhou Power Generation Company and Qingtongxia Wind Power Company Limited (being subsidiaries of the Company) entered into five EPC Project Contracts with Datang Environment Industry Company (a controlled subsidiary of CDC) and Datang Technologies and Engineering Company (a subsidiary of Datang Environment Industry Company).

Pursuant to the EPC Project Contracts, (i) Tangshan Beijiao Thermal Power Generation Company agreed to engage Datang Technologies and Engineering Company to undertake EPC contracting service of one project with transaction amount of RMB166.401 million, (ii) Tangshan Beijiao Thermal Power Generation Company agreed to engage Datang Environment Industry Company to undertake EPC contracting service of two projects with transaction amounts of RMB90.8 million and RMB102.9999 million, respectively, (iii) Leizhou Power Generation Company agreed to engage Datang Environment Industry Company to undertake EPC contracting service of one project with transaction amount of RMB185 million; and (iv) Qingtongxia Wind Power Company Limited agreed to engage the consortium of Datang Technologies and Engineering Company and CISPDR to undertake EPC general contracting service of one project with transaction amount of RMB316.6076 million.

LISTING RULES IMPLICATIONS

As at the date of this announcement, CDC is the controlling shareholder of the Company, which together with its subsidiaries hold 34.77% of the issued share capital of the Company. As Datang Environment Industry Company, being a controlled subsidiary of CDC, and Datang Technologies and Engineering Company, being a subsidiary of Datang Environment Industry Company, are connected persons of the Company, the transactions under the EPC Project Contracts constitute connected transactions of the Company under Chapter 14A of the Listing Rules. As each of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the aggregated transaction amount under the EPC Project Contracts, when aggregated with the Previous Transactions, is more than 0.1% but less than 5%, the transactions under each of the EPC Project Contracts are subject to the reporting and announcement requirements under Chapter 14A of the Listing Rules but not subject to the approval by the independent shareholders of the Company.

EPC PROJECT CONTRACT(I)

Date:

22 December 2017

Parties:

- (1) The owner: Tangshan Beijiao Thermal Power Generation Company
- (2) General contractor: Datang Technologies and Engineering Company

Principal terms:

(1) Subject Matter: Tangshan Beijiao Thermal Power Generation Company agreed to appoint Datang Technologies and Engineering Company to carry out the EPC Project of constructing a coal transmission system for Tangshan Beijiao Thermal Power Generation Company. (2) Total contract amount and the breakdown:

Currency: RMB Unit: 0'000

| Total contract | Facilities | Installation | Construction | Total technical service fee | Other |
|----------------|------------|--------------|--------------|-----------------------------|-------|
| amount | fee | fee | fee | | fees |
| 16,640.1 | 5,529.1204 | 1,721.8171 | 9,174.5625 | 177.36 Note (1) | 37.24 |

Note (1): The total technical service fee comprises of design fee of RMB1.6 million and commissioning fee of RMB0.1736 million.

(3) Settlement and payment:

1. Payment of facilities fee

- 1.1 Within one month from the effective date of the contract and upon the general contractor submitting an irrevocable performance bond guarantee in favour of the owner in the amount equivalent to 10% of the contract price and a financial receipt equivalent to 10% of the facilities costs, the owner shall pay 10% of the facilities fee to the general contractor as prepayment within one month upon its verification.
- 1.2 The general contractor will deliver the facilities (and the components thereof) to the construction site according to the arrival order within a specified period and, upon on-site inspection by the owner, it shall provide a value-added tax invoice with an amount equivalent to 100% of the facilities fee and the list of inspection and acceptance and other documents to the owner, who will subsequently pay 70% of the facilities fee within 45 days upon its verification.
- 1.3 The general contractor shall conduct on-site facilities installation and commissioning according to the requirements of the owner. Upon acceptance and passing of on-site commissioning, the general contractor will submit the acceptance certificate countersigned by the commissioning unit, installation unit, supervision unit and the manufacturer to the owner, who shall pay 10% of the facilities fee within 1 month upon its verification.
- 1.4 The remaining 10% of the facilities costs shall be reserved as quality assurance fee for the facilities. Upon the expiry of the warranty period of the facilities, the general contractor will submit a financial receipt amounting to 10% of the facilities fee and the final certificate of acceptance of facilities to the owner. The owner shall pay 10% of the facilities fee to the general contractor within 1 month upon its verification (and the corresponding portion of such fee shall be deducted if any issue arises).

2. Payment of the total technical service fee

Total technical service fees include design fee and commissioning fee.

- 2.1 Payment of design fee
 - 2.1.1 Within one month from the effective date of the contract, the general contractor shall provide a commercial invoice with an amount equivalent to 10% of the design fee, and the owner shall pay 10% of the total design fee to the general contractor as prepayment within one month upon its verification.
 - 2.1.2Within one month upon completion of the construction drawing, the general contractor shall provide a commercial invoice with an amount equivalent to 60% of the total design fee, and the owner shall pay 60% of the total design fee to the general contractor within one month upon its verification.
 - 2.1.3 Within one month upon completion of the completion drawing, the general contractor shall provide a commercial invoice with an amount equivalent to 30% of the total design fee, and the owner shall pay 20% of the total design fee to the general contractor within one month upon its verification.
 - 2.1.4The remaining 10% of the design fee shall be reserved as quality assurance fee for the design fee. One year after completion of trial run for 168 hours of the generating units and when the trial results satisfy the contractual design requirements, the general contractor shall provide a financial receipt with an amount equivalent to 10% of the design fee, and the owner shall pay 10% of the total design fee to the general contractor within one month upon its verification.

2.2 Payment of commissioning fee

2.2.1 Within 30 days upon entering the site by the commissioning professionals, the owner shall make a prepayment in an amount equivalent to 20% of the commissioning fee to the general contractor, while the general contractor shall provide a commercial invoice for such prepayment, and the owner shall pay 20% of the total commissioning fee within 1 month upon its verification.

- 2.2.2Within one month upon completion of trial run for 168 hours of the generating units, the general contractor shall provide a commercial invoice with an amount equivalent to 80% of the total commissioning fee, and the owner shall pay 70% of the total commissioning fee to the general contractor within one month upon its verification.
- 2.2.3 The remaining 10% of the commissioning fee shall be reserved as quality assurance fee for the commissioning fee. Upon one year after completion of trial run for 168 hours of the generating units and upon the expiration of commissioning warranty period, the general contractor shall provide a financial receipt with an amount equivalent to 10% of the commissioning fee, and the owner shall pay 10% of the commissioning fee to the general contractor within one month upon its verification.

3. Payment of construction and installation fees

- 3.1 Within 30 days after the construction and installation team enter into the site, the owner will make a prepayment in the amount of 10% of the construction and installation fee to the general contractor, and the general contractor shall provide a financial receipt of such prepayment. When the amount of the progress payment reaches 50% of the construction and installation fee, the amount of prepayment will be deducted by 4 instalments in equal amount.
- 3.2 Upon commencement of the construction and fulfillment of certain conditions under the contract, the owner shall make progress payment to the general contractor on a monthly basis. When the amount of the progress payment (including the prepayment) reaches 90% of the total amount of the construction and installation fee, no further payment will be made until the auditing has been carried out by the audit department. After auditing, the progress payment will be made up to 95% of the audited construction cost after auditing by the audit department and the remaining 5% will be reserved as construction quality assurance fee.
- 3.3 5% of the construction and installation fee will be reserved as quality assurance fee, which will be released by the owner to the general contractor within 1 month upon the expiry of the warranty period of the coal transportation system and upon the owner being satisfied that no abnormal situation or remaining problem arises upon the owner's review and verification (and the corresponding portion of such fee shall be deducted if any issue arises).

4. Other fees will be paid at the same time according to the payment schedule of the construction and installation fees.

(4) Effective date of the contract: The contract will become effective when it is duly signed by the representatives of the parties to the contract with their respective company seals affixed and upon the owner's receipt of the performance bond guarantee submitted by the general contractor.

EPC PROJECT CONTRACT (II)

Date:

22 December 2017

Parties:

- (1) Owner: Tangshan Beijiao Thermal Power Generation Company
- (2) General contractor: Datang Environment Industry Company

Principal terms:

- (1) Subject Matter: Tangshan Beijiao Thermal Power Generation Company agreed to appoint Datang Environment Industry Company to undertake the EPC Project of constructing dust removal, ash removal and slag removal systems.
- (2) Total contract amount and the breakdown:

Currency: RMB Unit: 0'000

| Total contract | Facilities | Installation | Construction | Total technical service fee | Other |
|----------------|------------|--------------|--------------|-----------------------------|-------|
| amount | fee | fee | fee | | fees |
| 9,080 | 5,768.8 | 1,487.5 | 1,763.7 | 50 ^{Note (2)} | 10 |

Note (2): Total technical service fee comprises of design fee of RMB0.2 million and commissioning fee of RMB0.3 million.

(3) Settlement and payment: The settlement and payment methods are the same as EPC Project Contract (I).

(4) Effective date of the contract: The contract will become effective when it is duly signed by the representatives of the parties to the contract with their respective company seals affixed and upon the owner's receipt of the performance bond guarantee submitted by the general contractor.

EPC PROJECT CONTRACT(III)

Date:

22 December 2017

Parties:

- (1) Owner: Tangshan Beijiao Thermal Power Generation Company
- (2) General contractor: Datang Environment Industry Company

Principal terms:

- (1) Subject Matter: Tangshan Beijiao Thermal Power Generation Company agreed to appoint Datang Environment Industry Company to undertake the EPC Project of constructing the water treatment management system of Tangshan Beijiao Thermal Power Generation Company.
- (2) Total contract amount and the breakdown:

Currency: RMB Unit: 0'000

| Total contract amount | Facilities fee | Installation fee | Construction fee | Total technical service fee | Other fees |
|--------------------------|-------------------|---------------------|------------------|-----------------------------|---------------|
| 10,299.99 | 5,444.64 | 1,422.53 | 3,347.82 | 64 Note (3) | 21 |

- *Note (3):* Total technical service fee comprises of design fee of RMB0.15 million and commissioning fee of RMB0.49 million.
- (3) Settlement and payment: The settlement and payment methods are the same as those for EPC Project Contract (I).
- (4) Effective date of the contract: The contract will become effective if it is duly signed by the representatives of the parties to the contract with their respective company seals affixed and upon the owner's receipt of the performance bond guarantee submitted by the general contractor.

EPC PROJECT CONTRACT (IV)

Date:

22 December 2017

Parties:

- (1) Owner: Leizhou Power Generation Company
- (2) General contractor: Datang Environment Industry Company

Principal terms:

- (1) Subject Matter: Leizhou Power Generation Company agreed to appoint Datang Environment Industry Company to undertake the EPC general contracting of the island systems for ash and slag removal and dust removal for Leizhou Power Generation Company.
- (2) Total contract amount and the breakdown:

Currency: RMB Unit: 0'000

| Total contract amount | Facilities fee | Installation fee | Construction fee | Total technical service fee | Other fees |
|--------------------------|-------------------|---------------------|------------------|-----------------------------|---------------|
| 18,500 | 14,351.8632 | 2,497.9215 | 1,302.2153 | 284 Note (4) | 64 |

- *Note (4):* Total technical service fee comprises of design fee of RMB2.44 million and commissioning fee of RMB0.4 million.
- (3) Settlement and payment:

1. Payment of facilities fee

1.1 Within one month from the effective date of the contract and upon the general contractor submitting an irrevocable performance bond guarantee in favour of the owner in the amount equivalent to 10% of the contract price and a financial receipt equivalent to 10% of the facilities costs, the owner shall pay 10% of the facilities fee to the general contractor within one month upon its verification.

- 1.2 The general contractor will deliver the facilities (and the components thereof) to the construction site according to the arrival order within a specified period and upon the inspection and acceptance by the owner on site, it shall provide a value-added tax invoice in an amount equivalent to 100% of amount of the facilities fee and the list of inspection and acceptance and other documents to the owner, and the owner shall subsequently pay 70% of the facilities fee within 45 days upon its verification.
- 1.3 The general contractor shall conduct on-site facilities installation and commissioning according to the requirements of the owner. Upon acceptance and passing of on-site commissioning, the general contractor will submit the certificate of acceptance countersigned by commissioning unit, installation unit, supervision unit and the manufacturer to the owner, who shall pay 10% of the facilities fee within 1 month upon its verification.
- 1.4 The remaining 10% of the facilities costs shall be reserved as quality assurance fee for the facilities. Upon the expiry of the warranty period of the facilities, the general contractor will submit a financial receipt amounting to 10% of the facilities fee and the final certificate of acceptance of the facilities to the owner. The owner shall pay 10% of the facilities fee to the general contractor within 1 month upon its verification (and the corresponding portion of such fee shall be deducted if any issue arises).

2. Payment of the total technical service fee

Total technical service fees include design fee and commissioning fee.

- 2.1 Payment of design fee
 - 2.1.1 Within one month from the effective date of the contract, the general contractor shall provide a financial receipt with an amount equivalent to 10% of the design fee, and the owner shall pay 10% of the total design fee to the general contractor within one month upon its verification.
 - 2.1.2Within one month upon completion of the construction drawing, the general contractor shall provide a value-added tax invoice with an amount equivalent to 70% of the total design fee, and the owner shall pay 60% of the total design fee to the general contractor within one month upon its verification.

- 2.1.3 Within one month upon completion of the completion drawing, the general contractor shall provide a value-added tax invoice with an amount equivalent to 30% of the total design fee, and the owner shall pay 20% of the total design fee to the general contractor within one month upon its verification.
- 2.1.4The remaining 10% of the design fee shall be reserved as quality assurance fee for the design fee. One year after completion of trial run for 168 hours of the generating units and when the trial results satisfy the contractual design requirements, the general contractor shall provide a financial receipt with an amount equivalent to 10% of the design fee, and the owner shall pay 10% of the total design fee to the general contractor within one month upon its verification.

2.2 Payment of commissioning fee

- 2.2.1 Within 30 days upon entering the site by the commissioning professionals, the owner shall make a prepayment in an amount equivalent to 20% of the commissioning fee to the general contractor, while the general contractor shall provide a value-added tax invoice for such prepayment, the owner shall pay 20% of the commissioning fee within 1 month upon its verification.
- 2.2.2Within one month upon completion of trial run for 168 hours of the generating units, the general contractor shall provide a valueadded tax invoice with an amount equivalent to 70% of the total commissioning fee, and the owner shall pay 70% of the total commissioning fee to the general contractor within one month upon its verification.
- 2.2.3The remaining 10% of the commissioning fee shall be reserved as quality assurance fee for the commissioning fee. Upon one year after completion of trial run for 168 hours of the generating units and upon the expiration of commissioning warranty period, the general contractor shall provide a value-added tax invoice with an amount equivalent to 10% of the commissioning fee, and the owner shall pay 10% of the commissioning fee to the general contractor within one month upon its verification.

3. Payment of construction and installation fees

- 3.1 Within 30 days after the construction and installation team have entered into the site, the owner will make a prepayment amounting to 10% of the construction and installation fees to the general contractor, and the general contractor shall provide a financial receipt of such prepayment. When the amount of progress payment reaches 50% of the construction and installation fee, the amount of prepayment will be deducted by 4 instalments in equal amount.
- 3.2 Upon commencement of the construction and fulfillment of certain conditions under the contract, the owner shall make progress payment to the general contractor on monthly basis. When the amount of the progress payment (including the prepayment) reaches 90% of the total amount of the construction and installation fee, no further payment will be made until the auditing has been carried out by the audit department. After auditing, the progress payment will be made up to 95% of the audited construction cost after auditing by the audit department and the remaining 5% will be reserved as construction quality assurance fee.
- 3.3 5% of the construction and installation fee will be reserved as quality assurance fee, which will be released by the owner to the general contractor within 1 month upon the expiry of the warranty period of the coal transportation system and upon the owner being satisfied that no abnormal situation or remaining problem arises upon the owner's review and verification (and the corresponding portion of such fee shall be deducted if any issue arises).

4. Other fees will be paid at the same time according to the payment schedule of the construction and installation fees.

(4) Effective date of the contract: The contract will become effective when it is duly signed by the representatives of the parties to the contract with their respective company seals affixed and upon the owner's receipt of the performance bond guarantee submitted by the general contractor.

EPC PROJECT CONTRACT (V)

Date:

22 December 2017

Parties:

- (1) Owner: Qingtongxia Wind Power Company Limited
- (2) General contractor: the consortium of Datang Technologies and Engineering Company and CISPDR

Principal terms:

- (1) Subject Matter: Qingtongxia Wind Power Company Limited agreed to entrust the consortium of Datang Technologies and Engineering Company and CISPDR to undertake the EPC Project on the expansion of Qingtongxia Shashi Dunliang Wind Power Field.
- (2) Total contract amount and the breakdown:

Currency: RMB Unit: 0'000

| Construction and Installation | | | | |
|----------------------------------|----------------|---------|-------------------------|------------|
| Total contract amount | Facilities fee | fee | Design fee | Other fees |
| 31,660.76 | 24,747.99 | 5,674.3 | 180 ^(Note 5) | 1,058.47 |

- *Note (5):* According to EPC Project Contract (V), CISPDR shall undertakes the design of the project and the owner shall pay all the amount to Datang Technologies and Engineering Company, while Datang Technologies and Engineering Company shall pay the design fee of RMB1.8 million to CISPDR.
- (3) Settlement and payment:

1. Prepayment

Within 30 days after the owner has received the performance bond guarantee and financial receipt of the relevant amount provided by the general contractor and after the effective date of the contract, the owner shall make prepayment of 10% of the total contract amount.

2. Design fee

- 2.1 Upon the completion of the initial design and verification, the owner shall pay 30% of the design fee to general contractor and deduct 10% of the design fee as prepayment;
- 2.2 Upon the completion of the construction drawing, the owner shall pay 30% of the total design fee to the general contractor;
- 2.3 Upon the delivery of the completion drawing and completion of inspection and acceptance, the owner shall pay all of the remaining design fee except quality assurance fee;
- 2.4 10% of the design fee shall be reserved as quality assurance fee for the project.

3. Facilities fee

- 3.1 Wind turbine facilities
 - 3.1.1Upon entering into the contract of wind turbines facilities, the owner shall pay 30% of the wind turbines facilities fee to the general contractor and deduct 10% of the wind turbines facilities fee as prepayment;
 - 3.1.2Upon delivery of all wind turbines facilities, the owner shall pay 30% of the wind turbines facilities fee to the general contractor;
 - 3.1.3Upon completion of the on-grid connection of all wind turbines, the owner shall pay all the remaining wind turbines facilities fee except for the quality assurance fee;
 - 3.1.410% of the wind turbines facilities fee shall be reserved as quality assurance fee for the wind turbines facilities.

3.2 Other construction facilities and device materials

Within 30 days upon receipt of the individual contract provided by the general contractor that has been signed and taken effect, the owner shall pay 30% of the construction facilities and device materials fee and deduct 10% of such fee as prepayment. Within 30 days upon the arrival of the construction facilities and device materials at the site and upon inspection and acceptance by both parties, the owner shall pay 30% of the construction facilities and device materials fee; upon passing of trial run of the project, the owner shall pay 30% of the construction facilities and device materials fee; upon completion, settlement and auditing of the project, the owner shall pay the final tranche of the construction facilities and device materials fee after deducting the quality assurance fee; the remaining 10% shall be the quality assurance fee, which shall be paid upon the expiry of the quality assurance period.

4. Construction and installation fees

- 4.1 Upon completion of the excavation of wind turbines foundation, the owner shall pay 20% of the construction and installation fees to the general contractor;
- 4.2 Upon completion of the concrete construction of wind turbines and voltage converter, the owner shall pay 30% of the construction and installation fees to the general contractor;
- 4.3 Upon completion of the on-grid connection of wind turbines, the owner shall pay 40% of the construction and installation fees;
- 4.4 10% of the construction and installation fee shall be set aside as quality assurance fee for construction and installation in respect of the project;
- 4.5 When the general contractor has completed 30% of the construction output value, the prepayment shall begin to be reimbursed and the general contractor shall begin to repay the prepayment to the owner. The owner shall reimburse the construction prepayment in three batches from the progress payment payable to the general contractor, and the prepayment shall be fully reimbursed by the owner when 70% of construction has been completed.

5. Other fees

Other fees shall be paid based on the actual progress of completion. When the general contractor has completed 30% of the construction the prepayment shall begin to be reimbursed and the general contractor shall begin to repay the prepayment to the owner. The owner shall reimburse the construction prepayment in three batches from the progress payment payable to the general contractor, and the prepayment shall be fully reimbursed by the owner when 70% of the construction has been completed.

(4) Effective date of the contract: The contract will become effective when it is duly signed by the representatives of the parties to the contract with their respective company seals affixed and upon the owner's receipt of the performance bond guarantee submitted by the general contractor.

REASONS FOR AND BENEFITS OF ENTERING INTO THE EPC PROJECT CONTRACTS

The Company invited public tenders for the EPC Projects of Tangshan Beijiao Thermal Power Generation Company, Leizhou Power Generation Company and Qingtongxia Wind Power Company Limited. After carrying out relevant evaluation procedures and considering various factors, including the technical experience, professional qualifications, business reputation, project management abilities, total expenses and other relevant factors of all the tenderers, the Company selected Datang Environment Industry Company and Datang Technologies and Engineering Company as the tender winners.

Each of Datang Environment Industry Company and Datang Technologies and Engineering Company possesses adequate professional qualification and extensive experience in undertaking the EPC Projects. The Company considers that these companies are capable of ensuring smooth implementation of the EPC Projects.

Leizhou Power Generation Company, Tangshan Beijiao Thermal Power Generation Company and Qingtongxia Wind Power Company Limited agreed to engage Datang Environment Industry Company and Datang Technologies and Engineering Company to undertake contracting services of the EPC Contracts mainly to fully utilize their professional advantage and for the purposes of ensuring the on-schedule completion of the relevant projects.

The Directors (including the independent non-executive Directors) are of the view that, the EPC Contracts and the transactions thereunder are determined through open bidding, and relevant terms are fair and reasonable, and have been entered into on normal commercial terms and are in the interests of the Company and its Shareholders as a whole.

APPROVAL FROM THE BOARD

The sixteenth meeting of the ninth session of the Board considered and approved the "Resolution on the Entrustment of Datang Environment Company to Undertake the EPC Project and the Concession Project of Desulfurization and Denitrification of Certain Enterprises of the Company" (for details, please refer to the overseas regulatory announcement of the Company dated 15 August 2017) and the twentieth meeting of the ninth session of the Board considered and approved the "Resolution on the Entrustment of Datang Technologies and Engineering Company to Undertake the EPC General Contracting on Expansion Project of Qingtongxia Shashi Dunliang 48MW Wind Power Field" (for details, please refer to the overseas regulatory announcement of the Company dated 21 December 2017).

None of the Directors of the Company has material interest in the transactions under the EPC Project Contracts. Connected Directors, namely Chen Jinhang, Liu Chuandong and Liang Yongpan, have abstained from voting for the above resolutions at the relevant Board meeting pursuant to the listing rules of the Shanghai Stock Exchange.

INFORMATION ON THE PARTIES TO THE CONTRACTS

- 1. Datang Environment Industry Company, a controlled subsidiary of CDC, has a registered capital of RMB2.97 billion. Its business scope principally covers development of environmental protection projects, investment and operational management of environmental protection facilities.
- 2. Datang Technologies and Engineering Company, a subsidiary of Datang Environment Industry Company (a controlled subsidiary of CDC), was established on 10 May 2004 with a registered capital of RMB180 million. Its business scope principally covers design and EPC contracting of coal and wind power generation system, design and EPC contracting of environmental protection project systems such as flue gas desulfurization and denitration in the fields of energy, metallurgy and chemical engineering.
- Tangshan Beijiao Thermal Power Generation Company, a wholly-owned subsidiary of the Company, with a registered capital of RMB99.72 million. Planning construction of 4 × 350MW cogeneration coal-fired units, phrase I construction of 2×350MW supercritical heating coal-fired generating units.
- 4. Leizhou Power Generation Company, a wholly-owned subsidiary of the Company, with a registered capital of RMB441.14 million. Planning construction of 6×1000 MW units, planning ancillary construction of one 100,000 tonnes coal unloading dock and one 3,000 tonnes heavy cargo dock. Phrase I project adopted the "Replacing Small Capacity Units with Large Capacity Ones" model to construct two 1,000 MW ultra-supercritical secondary reheating coal-fired generating units.

- 5. Qingtongxia Wind Power Company Limited, a wholly-owned subsidiary of the Company, with a registered capital of RMB1,788.98 billion. Its business scope principally covers production and sales of electricity; technical consultation and technical services of wind power and photovoltaic power; development and utilization of new energy.
- 6. CISPDR, a third party independent of the Company and its connected persons, with a registered capital of RMB80 million. Its business scope principally covers survey, design, consulting, general contracting, supervision and investment of construction engineering.

LISTING RULES IMPLICATIONS

As at the date of this announcement, CDC is the controlling shareholder of the Company, which together with its subsidiaries hold 34.77% of the issued share capital of the Company. As Datang Environment Industry Company (a controlled subsidiary of CDC) and Datang Technologies and Engineering Company (a subsidiary of Datang Environment Industry Company) are connected persons of the Company, the transactions under the EPC Project Contracts constitute connected transactions of the Company under Chapter 14A of the Listing Rules.

As each of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the aggregated transaction amount under the EPC Project Contracts, when aggregated with the Previous Transactions, is more than 0.1% but less than 5%, the transactions under each of the EPC Project Contracts are subject to the reporting and announcement requirements under Chapter 14A of the Listing Rules but not subject to the approval by the independent Shareholders.

DEFINITIONS

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

| "Board" | the board of directors |
|---------|--|
| "CDC" | China Datang Corporation Limited (formerly China Datang Corporation), a state-wholly-owned enterprise established under the laws of the PRC and is a controlling shareholder of the Company. CDC and its subsidiaries own approximately 34.77% of the issued share capital of the Company in aggregate as at the date of this announcement |

| "CISPDR" | Changjiang Institute of Survey Planning Design and Research, a third party independent of the Company and its connected persons. For details, please refer to the section headed "Information on the Parties to the Contracts" of this announcement |
|--|--|
| "Company" | Datang International Power Generation Co., Ltd., a sinoforeign joint stock limited company incorporated in the PRC on 13 December 1994, whose H Shares are listed on the Stock Exchange and the London Stock Exchange and whose A Shares are listed on the Shanghai Stock Exchange |
| "connected person(s)" | has the meaning ascribed to it under the Listing Rules |
| "connected transaction(s)" | has the meaning ascribed to it under the Listing Rules |
| "controlling shareholder" | has the meaning ascribed to it under the Listing Rules |
| "Datang Environment Industry Company" | Datang Environment Industry Group Co., Ltd. is a subsidiary of CDC. For details, please refer to the section headed "Information on the Parties to the Contracts" of this announcement |
| "Datang Technologies and Engineering Company" | China Datang Technologies and Engineering Co., Ltd., a subsidiary of CDC. For details, please refer to the section headed "Information on the Parties to the Contracts" of this announcement |
| "Directors" | the director(s) of the Company |
| "EPC Project" | EPC contracting, where the general contractor, entrusted by the owner, contracts the whole or certain parts of the design, purchasing, construction and trial operation of the engineering construction project according to the agreement |
| "EPC Project Contract (I)" | "EPC General Contracting on Coal Transportation System of Cogeneration Project for 2*350MW of Hebei Datang International Tangshan Beijiao" entered into between Tangshan Beijiao Thermal Power Generation Company and Datang Technologies and Engineering Company on 22 December 2017 |

- "EPC Project Contract (II)" "EPC General Contracting on Dust Removal, Ash and Slag Removal System of Cogeneration Project for 2*350MW of Hebei Datang International Tangshan Beijiao" entered into between Tangshan Beijiao Thermal Power Generation Company and Datang Environment Industry Company on 22 December 2017
- "EPC Project Contract (III)" "EPC General Contracting on Water Treatment System of Cogeneration Project for 2*350MW of Hebei Datang International Tangshan Beijiao" entered into between Tangshan Beijiao Thermal Power Generation Company and Datang Environment Industry Company on 22 December 2017
- "EPC Project Contract (IV)" "EPC General Contracting on Island Systems for Ash and Slag Removal and Dust Removal of "Replacing Small Capacity Units with Large Capacity Ones" Newly-built Project of Guangdong Datang International Leizhou Power Plant" entered into between Leizhou Power Generation Company and Datang Environment Industry Company on 22 December 2017
- "EPC Project Contract (V)" "EPC General Contracting on Expansion Project of Ningxia Datang International Qingtongxia Shashi Dunliang Wind Power Field" entered into between Qingtongxia Wind Power Company Limited, Datang Technologies and Engineering Company and CISPDR
- "EPC Project Contracts" collectively, EPC Project Contract (I), EPC Project Contract (II), EPC Project Contract (III), EPC Project Contract (IV) and EPC Project Contract (V)
- "Leizhou Power Generation Company" Generation Co., Ltd.. For details, please refer to the section headed "Information on the Parties to the Contracts" of this announcement
- "Listing Rules" The Rules Governing the Listing of Securities on The Stock Exchange
- "PRC" the People's Republic of China

| "Previous Transactions" | the three EPC project contracts dated 30 October 2017 entered into by Huludao Thermal Power Company (a subsidiary of the Company), Datang Environment Industry Company (a controlled subsidiary of CDC), and Datang Technologies and Engineering Company (a subsidiary of Datang Environment Industry Company). For details, please refer to the announcement of the Company dated 30 October 2017 |
|---|---|
| "Qingtongxia Wind Power Company Limited" | Ningxia Datang International Qingtongxia Wind Power Company Limited, a wholly-owned subsidiary of the Company. For details, please refer to the section headed "Information on the Parties to the Contracts" of this announcement |
| "RMB" | Renminbi, the lawful currency of the PRC |
| "Stock Exchange" | The Stock Exchange of Hong Kong Limited |
| "Tangshan Beijiao Thermal Power Generation Company" | Hebei Datang International Tangshan Beijiao Thermal Power Generation Company Limited. For details, please refer to the section headed "Information on the Parties to the Contracts" of this announcement |
| "%" | percent |
| | By Order of the Board |

Ying Xuejun Company Secretary

Beijing, the PRC, 22 December 2017

As at the date of this announcement, the Directors of the Company are:

Chen Jinhang, Liu Chuandong, Wang Xin, Liang Yongpan, Ying Xuejun, Zhu Shaowen, Cao Xin, Zhao Xianguo, Liu Haixia, Guan Tiangang, Liu Jizhen*, Feng Genfu*, Luo Zhongwei*, Liu Huangsong*, Jiang Fuxiu*

* Independent non-executive Directors