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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**

On 30 October 2017, Huludao Thermal Power Company (a subsidiary of the Company) entered into three EPC Project Contracts with Datang Environment Industry Company (a holding subsidiary of CDC) and its holding subsidiary, Datang Technologies and Engineering Company, pursuant to which, Huludao Thermal Power Company agreed to engage Datang Environment Industry Company and its subsidiary, Datang Technologies and Engineering Company, to undertake part of EPC Project contracting services of Huludao Thermal Power Company, with transaction amount of RMB194.904845 million, RMB107.50 million and RMB87.1549 million, respectively.

# 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 Company (a holding subsidiary of CDC) and its subsidiary, Datang Technologies and Engineering 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 is more than 0.1% but less than 5%, the transactions under each of the EPC Project Contracts are subject to the annual review, 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:

30 October 2017

# **Parties:**

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

# **Principal terms:**

- (1) Subject Matter: Huludao Thermal Power Company agreed to appoint Datang Technologies and Engineering Company to carry out the EPC Project of constructing a newly-built 2×350 MW Coal Transmission System for Liaoning Datang International Huludao Thermal Power including the provision of facilities as well as installation, construction and provision of technical services.
- (2) Total contract amount and the breakdown:

Currency: RMB Unit: 0'000

Total contract amount	Facilities fee	Installation fee	Construction fee	Total technical sevice fee	Other fees
19,490.4845	7,978.0200	2,422.1308	8,740.5137	300.0000 <sup>Note (1)</sup>	49.8200

*Note (1):* The total technical service fee comprises of design fee of RMB2.4 million and commissioning fee of RMB0.6 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 (components) 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 expiration of the warranty period of the equipment, 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.

# 2. Payment of the total technical service fee

Total technical service fees include design fee, commissioning fee and other necessary fees (if any).

#### 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 value-added tax 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.
- 2.1.2 Within one month upon completion of the construction drawing, the general contractor shall provide a value-added tax 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 value-added tax invoice with an amount equivalent to 20% 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.
- 2.1.4 The 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 value-added tax 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 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 pay 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 total commissioning fee within 1 month upon its verification.
- 2.2.2 Within one month upon completion of trial run for 168 hours of the generating units, the general contractor shall provide a value-added 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.

2.2.3 The remaining 10% of the commissioning fee shall be reserved as quality assurance fee for the commissioning fee. 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 fee

- 3.1 Within 30 days after construction and installation team enter into the site, the owner will make a prepayment amounting to 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 monthly payment made by the owner reaches 50% of the construction and installation fee, the prepayment will be applied for the subsequent monthly payment by 4 instalments in equal amount.
- 3.2 Upon the 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 by the audit department, 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 expiration of the warranty period of the coal transportation system and the owner satisfies that no abnormal situation or leftover problem arises upon the owner's review and verification.

# 4. Other fees will be paid simultaneously according to the payment schedule of the construction and installation fee.

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

#### **EPC PROJECT CONTRACT (II)**

#### Date:

30 October 2017

#### **Parties:**

- (1) Owner: Huludao Thermal Power Company
- (2) General contractor: Datang Environment Industry Company

#### **Principal terms:**

- (1) Subject Matter: Huludao Thermal Power Company agreed to appoint Datang Environment Industry Company to carry out the EPC Project of constructing a newly-built 2×350 MW System of Slag Removal, Ash Removal and Dust Removal for Liaoning Datang International Huludao Thermal Power.
- (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
10,750.0000	6,335.6814	1,859.1991	2,175.1195	85.0000 <sup>Note (1)</sup>	295.0000

*Note (1):* Total technical service fee comprises of design fee of RMB0.7500 million and commissioning fee of RMB0.1000 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 total contract price and a financial receipt equivalent to 10% of the facilities costs, the owner shall pay 10% of the facilities costs to the general contractor as prepayment within one month upon verification.
- 1.2 The general contractor will deliver the facilities (components) to the construction site according to the arrival order within a specified period and upon on-site inspection and acceptance by the owner, 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, 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 owner, commissioning unit, installation unit, supervision unit and the manufacturer to the owner, who shall pay 10% of the facilities costs 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 expiration of the warranty period of the equipment, the general contractor will submit a financial receipt amounting to 10% of the facilities costs and the final certificate of acceptance of the facilities to the owner. The Owner shall pay 10% of the facilities costs to the general contractor within 1 month upon its verification.

# 2. Payment of the total technical service fee

Total technical service fees include design fee, commissioning fee and other necessary fees.

#### 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 value-added tax 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.
- 2.1.2 Within one month upon completion of the construction drawing, the general contractor shall provide a value-added tax 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 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.
- 2.1.4 The 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 pay 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.
- 2.2.2 Within one month upon completion of trial run for 168 hours of the generating units, the general contractor shall provide a value-added tax 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. 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 fee

- 3.1 Within 30 days after construction and installation team enter into the site, the owner will pay a prepayment amounting to 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 monthly payment made by the owner reaches 50% of the construction and installation fee, the prepayment will be applied for the subsequent monthly payment by 4 instalments in equal amount.
- 3.2 Upon the 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 by the audit department. 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 quality assurance fee.
- 3.3 5% of the construction and installation fee will be reserved as quality assurance fee.

# 4. Other fees will be paid simultaneously according to the payment schedule of construction and installation fee.

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

# **EPC PROJECT CONTRACT(III)**

### Date:

30 October 2017

#### **Parties:**

- (1) Owner: Huludao Thermal Power Company
- (2) General contractor: Datang Environment Industry Company

#### **Principal terms:**

- (1) Subject Matter: Huludao Thermal Power Company agreed to appoint Datang Environment Industry Company to carry out the EPC Project of Constructing a newly-built 2×350 MW Water Treatment Management System for Liaoning Datang International Huludao Thermal Power in providing facilities as well as installation, construction and provision of technical services.
- (2) Total contract amount and the breakdown:

Currency: RMB Unit: 0'000

Total contract	Facilities	Installation	Construction	Total technical service fee
amount	fee	fee	work fee	
8,715.4900	4,982.1000	1,288.8500	2,373.7400	70.8000 <sup>Note (1)</sup>

*Note (1):* Total technical service fee comprises of design fee of RMB0.4880 million and commissioning fee of RMB0.2200 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 (components) 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, 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 certificate of acceptance countersigned by the owner, 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 expiration of the warranty period of the equipment, 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.

# 2. Payment of the total technical service fee

Total technical service fees include design fee, commissioning fee and other fees.

#### 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 value-added tax 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 within one month upon its verification.
- 2.1.2 Within one month upon completion of the construction drawing, the general contractor shall provide a value-added tax 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 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.
- 2.1.4 The 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 pay 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 at the same time.
- 2.2.2 Within one month upon completion of trial run for 168 hours of the generating units, the general contractor shall provide a value-added tax 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. 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 commercial 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 fee

- 3.1 Within 30 days after construction and installation team enter into the site, the owner will make a prepayment amounting to 10% of the total construction and installation fee to the general contractor and the general contractor shall provide a financial receipt of such prepayment. When the monthly payment made by the owner reaches 50% of the total construction and installation fee, the prepayment will be applied for the subsequent monthly payment by 4 instalments in equal amount.
- 3.2 Upon the commencement of the construction and the fulfillment of the 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 amount of the total construction and installation fee, no further payment will be made until auditing by the audit department, the progress payment will be made up to 95% of the audited construction cost after auditing by the audit department and the remaining 5% shall be reserved as the quality assurance fee.
- 3.3 5% of the construction and installation fee will be reserved as quality assurance fee for the general contractor under the terms of the contract, which will be released by the owner to the general contractor within 1 month upon the expiration of the warranty period of the water treatment management system and that no abnormal situation or leftover problem arises upon owner's review and verification.

# 4. Other fees will be paid simultaneously according to the payment schedule of the construction and installation fee.

(4) Effective date of the contract: the contract will become effective upon duly signed by the representatives of the parties to the contract and affixed with their respective company chops 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 CONTRACTS**

The Company invited public tender for the EPC Projects of Huludao Thermal Power Company. After carrying out relevant evaluation procedures and considering various factors, including the technical experience, professional qualification, business reputation, project management abilities, total expenses and other relevant factors of all the tenderers, the Company selected Datang Environment Industry Company and its subsidiary Datang Technologies and Engineering Company as the tender winner for the EPC Project of Huludao Thermal Power Company.

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

Huludao Thermal Power Company agreed to engage Datang Environment Industry Company and its subsidiary, Datang Technologies and Engineering Company, to undertake contracting services of the EPC Contracts mainly for the purposes of ensuring the on-schedule completion of its EPC Projects and to fully ride on its professional advantage.

The Directors (including the independent non-executive Directors) are of the view that, 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 14th meeting of the ninth session of the Board of the Company considered and approved the Resolution on Entrustment on Datang Environment Company to Undertake Part of EPC and Bot Construction Projects of Liaoning Datang International Huludao Thermal Power Co., Ltd. (for details, please refer to the overseas regulatory announcement of the Company dated 23 May 2017).

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

# INFORMATION ON THE PARTIES TO THE CONTRACTS

- 1. Datang Technologies and Engineering Company, a controlling subsidiary of Datang Environment Industry Company, 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.
- 2. Datang Environment Industry Company, a controlling 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.
- 3. Huludao Thermal Power Company, a wholly-owned subsidiary of the Company, with a registered capital of RMB10 million, is responsible for development and construction of Huludao coal-fired cogeneration units project.

# LISTING RULES IMPLICATIONS

As at the date of this announcement, CDC is the controlling shareholder of the Company, which together with its subsidiaries holds 34.77% of the issued share capital of the Company. As Datang Environment Company (a holding subsidiary of the CDC) and its subsidiary, Datang Technologies and Engineering 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 is more than 0.1% but less than 5%, the transactions under the respective EPC Project Contracts are subject to the annual review, reporting and announcement requirements under Chapter 14A of the Listing Rules but not subject to the approval by the independent shareholders of the Company.

# 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, a State-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
"Company"	Datang International Power Generation Co., Ltd., a sino- foreign 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
"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"
"Datang Technologies and Engineering Company"	China Datang Technologies and Engineering Co., Ltd., is a subsidiary of Datang Environment Industry Company, a subsidiary of CDC. For details, please refer to the section headed "information on the parties to the contracts"

"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)"	Contract on EPC Project of Newly-built Coal Transportation System Engeering of 2×350 MW for Liaoning Datang International Huludao Thermal Power entered into between Huludao Thermal Power Company and Datang Technologies and Engineering Company on 30 October 2017
"EPC Project Contract (II)"	Commercial Contract on EPC Project of Newly-built Deslagging, Dedusting, Deashing and Fiberglass Inner Wall Engeering of 2×350 MW for Liaoning Datang International Huludao Thermal Power entered into between Huludao Thermal Power Company and Datang Environment Industry Company on 30 October 2017
"EPC Project Contract (III)"	Contract on EPC Project of Newly-built Water Affairs Management System of 2×350 MW for Liaoning Datang International Huludao Thermal Power entered into between Huludao Thermal Power Company and Datang Environment Industry Company on 30 October 2017
"EPC Project Contracts"	EPC Project Contract (I), EPC Project Contract (II) and EPC Project Contract (III)
"Huludao Thermal Power Company"	Liaoning Datang International Huludao Thermal Power Generation Company Limited, for details, please refer to the section headed "Information on the Parties to the Contracts"

"Listing Rules"	The Rules Governing the Listing of Securities on The Stock Exchange
"PRC"	the People's Republic of China
"RMB"	Renminbi, the lawful currency of the PRC
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"%"	percent

By Order of the Board **Ying Xuejun** *Company Secretary* 

Beijing, the PRC, 30 October 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