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**CHINA NUCLEAR ENERGY TECHNOLOGY CORPORATION LIMITED**

**中國核能科技集團有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 611)**

**DISCLOSEABLE TRANSACTIONS  
IN RELATION TO  
THE EQUIPMENT PURCHASE AGREEMENTS; AND  
THE SUPPLEMENTAL AGREEMENT**

Reference is made to the announcement (the “**Announcement**”) of the Company dated 6 November 2019. In December 2018, the Group successfully obtained the approval from the Development and Reform Commission of Xuzhou City, Jiangsu Province to develop Wind Power Project. Previous Equipment Purchase Agreements and Main Construction Agreement were entered into for the construction of the Wind Power Project. In September 2020, further land use right was awarded to the Wind Power Project to construct and install additional four sets of the Equipment in Liangji Town and Weiji Town in Jiangsu Province, the PRC, the Group therefore entered into the Equipment Purchase Agreements and the Supplemental Agreement for the Additional Construction.

## **THE EQUIPMENT PURCHASE AGREEMENTS**

The Board is pleased to announce that on 13 November 2020 (after trading hours of the Stock Exchange), the Purchaser has entered into the Equipment Purchase Agreements with the relevant Vendors, pursuant to which the Purchaser has conditionally agreed to purchase and each of the Vendors has conditionally agreed to sell the Equipment. The aggregate consideration under the Equipment Purchase Agreements is RMB53,250,092 (equivalent to approximately HK\$62,494,240). The Equipment includes wind power generation equipment, wind power tower equipment, anchor bolt equipment, ancillary facilities and other products and materials, which will be used for the Additional Construction.

## **THE SUPPLEMENTAL AGREEMENT**

On 13 November 2020 (after trading hours of the Stock Exchange), Suining Wind Power, as principal, entered into the Supplemental Agreement with Xiexin Energy, as the main contractor, pursuant to which Suining Wind Power has agreed to engage Xiexin Energy, and Xiexin Energy has agreed to undertake, among other things, the Additional Construction. The total consideration under the Supplemental Agreement is RMB31,805,900 (equivalent to approximately HK\$37,327,364).

## **IMPLICATIONS UNDER THE LISTING RULES**

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in relation to the Equipment Purchase Agreements and the Supplemental Agreement exceed 5% but less than 25%, the Equipment Purchase Agreements, the Supplemental Agreement and the transactions contemplated thereunder constitute a discloseable transaction on the part of the Company under Chapter 14 of the Listing Rules and are subject to reporting and announcement requirements thereunder.

Reference is made to the announcement (the “**Announcement**”) of the Company dated 6 November 2019. In December 2018, the Group successfully obtained the approval from the Development and Reform Commission of Xuzhou City, Jiangsu Province to develop Wind Power Project. Previous Equipment Purchase Agreements and Main Construction Agreement were entered into for the construction of the Wind Power Project. In September 2020, further land use right was awarded to the Wind Power Project to construct and install additional four sets of the Equipment in Liangji Town and Weiji Town in Jiangsu Province, the PRC, the Group therefore entered into the Equipment Purchase Agreements and the Supplemental Agreement for the Additional Construction.

## **THE EQUIPMENT PURCHASE AGREEMENTS**

The principal terms of the Wind Power Generation Equipment Purchase Agreement are set out as follows:–

### **Date**

13 November 2020 (after trading hours of the Stock Exchange)

### **Parties**

- (i) the Purchaser; and
- (ii) the First Vendor.

To the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, the First Vendor and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

### **Subject matter**

Subject to the terms and conditions of the Wind Power Generation Equipment Purchase Agreement, the Purchaser has agreed to purchase and the First Vendor has agreed to sell the Wind Power Generation Equipment. The Wind Power Generation Equipment will be delivered in a number of batches in accordance with the delivery schedule set out in the Wind Power Generation Equipment Purchase Agreement. However, the Purchaser has the right to adjust the quantity and delivery time of the Wind Power Generation Equipment based on the actual circumstance of the Additional Construction.

## **Consideration**

The consideration for the Wind Power Generation Equipment is RMB38,037,804 (equivalent to approximately HK\$44,641,118), which shall be payable by the Purchaser to the First Vendor in the manner set out below:–

- (1) a consideration representing 40% of the total consideration of the Wind Power Generation Equipment Purchase Agreement, will be paid after entering into of the Wind Power Generation Equipment Purchase Agreement, the receipt of formal delivery notice by the Purchaser, and a letter of guarantee issued by a designated bank in the PRC in the amount of 10% of the total consideration of the Wind Power Generation Equipment Purchase Agreement to guarantee the performance of the obligations of the First Vendor under the Wind Power Generation Equipment Purchase Agreement in favour of the Purchaser;
- (2) within 28 days after the delivery of each batch of the Wind Power Generation Equipment and subject to the First Vendor having produced to the Purchaser the relevant documents of each batch of the Wind Power Generation Equipment including, among other things, a certificate of quality, value added tax invoice and copy of insurance invoice, the Purchaser shall pay to the First Vendor 40% of the total contract sum of the corresponding batch of the Wind Power Generation Equipment;
- (3) within 28 days from the completion of the Preliminary Acceptance Check of each batch of the Wind Power Generation Equipment, the Purchaser shall pay to the First Vendor 10% of the total contract sum of the corresponding batch of the Wind Power Generation Equipment; and
- (4) within 28 days from the completion of the Final Acceptance Check of each batch of the Wind Power Generation Equipment, the Purchaser shall pay to the First Vendor 10% of the total contract sum of the relevant batch of the Wind Power Generation Equipment.

## **Warranty**

Under the Wind Power Generation Equipment Purchase Agreement, there is a warranty period of five years for each batch of the Wind Power Generation Equipment from the date of completion of the Preliminary Acceptance Check of the relevant batch of the Wind Power Generation Equipment, during which the First Vendor warrant that the Wind Power Generation Equipment will be able to meet the technical standard and performance level as set out in the Wind Power Generation Equipment Purchase Agreement, and failing which the First Vendor will be responsible to promptly repair and fix any defect at its own costs.

The principal terms of the Wind Power Tower Equipment Purchase Agreement are set out as follows:–

## **Date**

13 November 2020 (after trading hours of the Stock Exchange)

## **Parties**

(iii) the Purchaser; and

(iv) the Second Vendor.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Second Vendor and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

## **Subject matter**

Subject to the terms and conditions of the Wind Power Tower Equipment Purchase Agreement, the Purchaser has agreed to purchase and the Second Vendor has agreed to sell the Wind Power Tower Equipment. The Wind Power Tower Equipment will be delivered in one batch in accordance with the delivery schedule and location to be requested by the Purchaser, but in any event, the delivery time shall not be later than 30 December 2020.

## Consideration

The consideration for the Wind Power Tower Equipment is RMB14,430,048 (equivalent to approximately HK\$16,935,086), which shall be payable by the Purchaser to the Second Vendor in the manner set out below:–

- (1) a deposit representing 10% of the total consideration of the Wind Power Tower Equipment Purchase Agreement, will be paid within 30 days from the Purchaser having received, among other things, a letter of performance guarantee issued by a designated bank in the PRC in the amount of 10% of the total consideration of the Wind Power Tower Equipment Purchase Agreement and a financial invoice in the amount of 10% of the total consideration of the Wind Power Tower Equipment Purchase Agreement, which shall be submitted from the Second Vendor to the Purchaser within 7 days from the entering into of the Wind Power Tower Equipment Purchase Agreement;
- (2) within 30 days after the Second Vendor having produced to the Purchaser the relevant documents for the Wind Power Tower Equipment including, among other things, a list of raw materials required for the Wind Power Tower Equipment, the Purchaser shall pay to the Second Vendor 40% of the total consideration of the Wind Power Tower Equipment Purchase Agreement;
- (3) after the delivery of the Wind Power Tower Equipment and acceptance by the Purchaser, subject to the Second Vendor having produced to the Purchaser the relevant documents of the Wind Power Tower Equipment including, among other things, a value added tax invoice, the Purchaser shall pay to the Second Vendor 40% of the total consideration of the Wind Power Tower Equipment Purchase Agreement; and
- (4) 10% of the total consideration of the Wind Power Tower Equipment Purchase Agreement will be paid to the Second Vendor after one year from the completion of the Preliminary Acceptance Check of the Wind Power Tower Equipment, subject to the Purchaser having received, among other things, a letter of quality guarantee issued by a designated bank in the PRC in the amount of 10% of the total consideration of the Wind Power Tower Equipment Purchase Agreement to guarantee the quality of the Wind Power Tower Equipment in favour of the Purchaser for such period as specified under the Wind Power Tower Equipment Purchase Agreement.

## **Warranty**

Under the Wind Power Tower Equipment Purchase Agreement, there is a warranty period of two years for the Wind Power Tower Equipment from the date of which is earlier of (i) completion of the Preliminary Acceptance Check of the Wind Power Tower Equipment or (ii) the date after six months of installation of the Wind Power Tower Equipment, during which the Second Vendor warrant that the Wind Power Tower Equipment will be able to meet the technical standard and performance level as set out in the Wind Power Tower Equipment Purchase Agreement, and failing which the Second Vendor will be responsible to promptly repair and fix any defect at its own costs.

The principal terms of the Anchor Bolt Equipment Purchase Agreement are set out as follows:–

## **Date**

13 November 2020 (after trading hours of the Stock Exchange)

## **Parties**

(v) the Purchaser; and

(vi) the Third Vendor.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Third Vendor and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

## **Subject matter**

Subject to the terms and conditions of the Anchor Bolt Equipment Purchase Agreement, the Purchaser has agreed to purchase and the Third Vendor has agreed to sell the Anchor Bolt Equipment. The Anchor Bolt Equipment will be delivered on 25 November 2020 and the Third Vendor shall give a two-day advance notice to the Purchaser to confirm the delivery time.

## **Consideration**

The consideration for the Anchor Bolt Equipment is RMB782,240 (equivalent to approximately HK\$918,036), which shall be payable by the Purchaser to the Third Vendor in the manner set out below:–

- (1) a deposit representing 30% of the total consideration of the Anchor Bolt Equipment Purchase Agreement, will be paid after the entering into of the Anchor Bolt Equipment Purchase Agreement and the Purchaser having received, among other things, a letter of performance guarantee issued by a designated bank in the PRC in the amount of 30% of the total consideration of the Anchor Bolt Equipment Purchase Agreement and an invoice in the amount of 10% of the total consideration of the Anchor Bolt Equipment Purchase Agreement;
- (2) within 15 days after the delivery of the Anchor Bolt Equipment and acceptance by the Purchaser, subject to the Third Vendor having produced to the Purchaser the relevant documents of the Anchor Bolt Equipment including, among other things, a value added tax invoice, the Purchaser shall pay to the Third Vendor 60% of the total consideration of the Anchor Bolt Equipment Purchase Agreement; and
- (3) 10% of the total consideration of the Anchor Bolt Equipment Purchase Agreement will be paid to the Third Vendor on the date of which is earlier of (i) the date after one year from the completion of the Preliminary Acceptance Check of the Anchor Bolt Equipment or (ii) the date after 18 months of delivery of the Anchor Bolt Equipment to the Purchaser, subject to the Purchaser having received, among other things, a letter of quality guarantee issued by a designated bank in the PRC in the amount of 10% of the total consideration of the Anchor Bolt Equipment Purchase Agreement to guarantee the quality of the Anchor Bolt Equipment in favour of the Purchaser for such period as specified under the Anchor Bolt Equipment Purchase Agreement.



## **Warranty**

Under the Anchor Bolt Equipment Purchase Agreement, there is a warranty period of five years for the Anchor Bolt Equipment from the date of which is earlier of (i) completion of the Preliminary Acceptance Check of the Anchor Bolt Equipment or (ii) the date after six months of installation of the Anchor Bolt Equipment, during which the Third Vendor warrant that the Anchor Bolt Equipment will be able to meet the technical standard and performance level as set out in the Anchor Bolt Equipment Purchase Agreement, and failing which the Third Vendor will be responsible to promptly repair and fix any defect at its own costs.

## **Conditions precedent**

The transactions contemplated under each of the Equipment Purchase Agreements are conditional upon and subject to the following conditions:

- (1) all necessary consents and approvals required to be obtained on the part of each of the relevant Vendors, in respect of the relevant Equipment Purchase Agreements and the transactions contemplated thereunder, having been obtained;
- (2) all necessary consents and approvals required to be obtained on the part of the Purchaser, in respect of the relevant Equipment Purchase Agreements and the transactions contemplated thereunder, having been obtained; and
- (3) all necessary consents and approvals required to be obtained from the governmental departments in the PRC, the relevant regulatory authorities and independent third parties in respect of the relevant Equipment Purchase Agreements and the transactions contemplated thereunder having been obtained.

## **Sub-sale Arrangement**

In order to obtain future financing from the financial institutions and have better negotiation power with the Vendors, CNI Nanjing has taken up the capacity of the purchaser under the Equipment Purchase Agreements. CNI Nanjing will enter into supplemental equipment purchase agreements (which are of substantially the same terms and conditions as the Equipment Purchase Agreements) with Suining Wind Power, pursuant to which CNI Nanjing has agreed to sell, and Suining Wind Power has agreed to purchase the Equipment.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE EQUIPMENT PURCHASE AGREEMENTS**

As disclosed in the Announcement, in December 2018, the Group successfully obtained the approval from the Development and Reform Commission of Xuzhou City, Jiangsu Province to develop Wind Power Project and the Company has been constructing and developing the Wind Power Project. As of the date of this announcement, 21 sets of equipment purchased under Previous Equipment Purchase Agreements have been constructed, installed and grid-connected. It is expected that all the equipment purchased under Previous Equipment Purchase Agreements will be grid-connected by the end of 2020. In September 2020, further land use right was awarded to the Wind Power Project to construct and install additional four sets of the Equipment in Liangji Town and Weiji Town in Jiangsu Province, the PRC. Therefore, the Company conducted an open tender to invite for vendors for the Wind Power Generation Equipment and the Wind Power Tower Equipment, and the Wind Power Generation Equipment Purchase Agreement and the Wind Power Tower Equipment Purchase Agreement were entered into after completion of the Company's open tender process. While the Anchor Bolt Equipment Purchase Agreement was entered into after competitive negotiation. The Equipment to be purchased under the Equipment Purchase Agreements will be used for the Additional Construction of the Wind Power Project.

As one of the key players in the new energy industry of the PRC, the Group has successfully established its position in the solar photovoltaic power industry in the PRC. The Directors consider that the development of the Wind Power Project will enable the Group to further extend its coverage and footprint in the PRC and tap into the wind power industry in the PRC which will become an additional source of profit for the Group in the field of new energy. Having considered the above, the Directors are of the view that the Wind Power Project would enable the Group to achieve sustainable development through diversification of business portfolio to broaden the Group's revenue base and enhance its earning capabilities.

The terms of the Wind Power Generation Equipment Purchase Agreement and the Wind Power Tower Equipment Purchase Agreement were determined based on the terms of the aforesaid open tender and the terms of Anchor Bolt Equipment Purchase Agreement were determined after arm's length negotiations among the parties thereto. The purchase of the Equipment is part and parcel of the Group's plan of development of the Wind Power Project which will benefit the Group as detailed above. The Directors therefore consider that the terms of each of the Equipment Purchase Agreements are on normal commercial terms, fair and reasonable and in the interest of the Group and the Shareholders as a whole.

The purchase of the Equipment will be financed by the Group's internal resources or bank loans.

## **THE SUPPLEMENTAL AGREEMENT**

The Board is pleased to announce that on 13 November 2020 (after trading hours of the Stock Exchange), Suining Wind Power, as principal, has entered into the Supplemental Agreement with Xiexin Energy, as the main contractor, for the provision of construction and engineering works of the Additional Construction.

The principal terms of the Supplemental Agreement are set out as follows:–

### **Date**

13 November 2020 (after trading hours of the Stock Exchange)

### **Parties**

- (1) Suining Wind Power; and
- (2) Xiexin Energy.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Xiexin Energy and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

### **Subject matter**

Pursuant to the Supplemental Agreement, it is agreed and acknowledged that the scope of works be increased to install additional four sets of the Equipment in Liangji Town and Weiji Town in Jiangsu Province, the PRC.

### **Consideration**

Pursuant to the Supplemental Agreement, the consideration under the Main Construction Agreement shall be increased by a further sum of RMB31,805,900 (equivalent to approximately HK\$37,327,364), which shall be payable by Suining Wind Power to Xiexin Energy in the manner set out below:–

- (1) monthly progress payments in such amount equivalent to 50% of the Assessed Value of Works completed under the Supplemental Agreement during the relevant month;
- (2) payment of up to 70% of the aggregated Assessed Value of Works completed under the Main Construction Agreement to be made within one month after the completion of all construction works under the Main Construction Agreement;
- (3) payment of up to 97% of the total consideration under the Supplemental Agreement to be made within one month after the project completion acceptance and settlement audit of the works performed by Xiexin Energy under the Main Construction Agreement; and
- (4) payment in such amount equivalent to 3% of the total consideration under the Supplemental Agreement within one month after one year from the date of issue of the project completion acceptance certificate under the Main Construction Agreement.

Save as disclosed above, all other principal terms and conditions of the Main Construction Agreement as set out in the Announcement shall remain unchanged.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE SUPPLEMENTAL AGREEMENT**

As disclosed in the Announcement, the terms of the Main Construction Agreement were determined in accordance with the terms of the aforesaid open tender and after arm's length negotiations among the parties thereto. In September 2020, further land use right was awarded to the Wind Power Project to construct and install additional four sets of the Equipment in Liangji Town and Weiji Town in Jiangsu Province, the PRC. As such, the Group has engaged Xiexin Energy to undertake the Additional Construction and entered into the Supplemental Agreement in accordance with the majority of the terms under the Main Construction Agreement. The construction and engineering works of the Additional Construction are vital for the development of the Wind Power Project which will benefit the Group as detailed in the section above. The Directors therefore consider that the terms of the Supplemental Agreement are on normal commercial terms, fair and reasonable and in the interest of the Group and the Shareholders as a whole.

## **RELATIONSHIP AMONG THE AGREEMENTS**

The Equipment Purchase Agreements are for the purpose of procuring the necessary equipment, products and materials for the construction of the Additional Construction. The Supplemental Agreement is for the purpose of engaging the main contractor of the Main Construction Agreement for the construction and engineering works of the Additional Construction.

## **INFORMATION OF THE PARTIES**

The First Vendor is a company established in the PRC with limited liability. It is principally engaged in the design, manufacture, sale of large scale wind power electricity generation unit and the construction and operation of wind farm and provision of related consultancy service. The holding company of the First Vendor is CRRC Corporation Limited (中國中車股份有限公司), a company established in the PRC and its shares of which are listed on Shanghai Stock Exchange (stock code: 601766) and the Stock Exchange (stock code: 1766).

The Second Vendor is a company established in the PRC with limited liability. It is principally engaged in the manufacturing and sales of wind turbine components and parts, other power transmission and control equipment and metal structures; sales of metal materials; research and development of wind power equipment technology; self-operating and acting as an agent for the import and export business of various commodities and technologies.

The Third Vendor is a company established in the PRC with limited liability and its shares are listed on the PRC's New Third Board (stock code: 833988). It is principally engaged in the production and research and development of high-strength fastener products, such as wind power foundation anchor bolts, wind power tower connecting bolts and blade connecting bolts.

Suining Wind Power is an indirect wholly-owned subsidiary of the Company and is principally engaged in wind power electricity generation, sale of electricity, wind power electricity generation engineering project design, construction, maintenance and provision of related management services.

CNI Nanjing is an indirect wholly-owned subsidiary of the Company and is principally engaged in the development of new energy projects.

Xiexin Energy is a company established in the PRC with limited liability. It is principally engaged in the design, construction, installation and engineering of solar power plants, solar photovoltaic system technology development, technical consulting, technical services and technology transfer; electrical engineering design and construction; sales of electrical power station equipment and accessories, the import and export business of technology and various commodities. The holding company of Xiexin Energy is GCL System Integration Technology Co Ltd (協鑫集成科技股份有限公司), a company established in the PRC and its shares of which are listed on Shenzhen Stock Exchange (stock code: 002506).

## **LISTING RULES IMPLICATION**

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in relation to the Equipment Purchase Agreements and the Supplemental Agreement exceed 5% but less than 25%, the Equipment Purchase Agreements, the Supplemental Agreement and the transactions contemplated thereunder constitute a discloseable transaction on the part of the Company under Chapter 14 of the Listing Rules and are subject to reporting and announcement requirements thereunder.

## **DEFINITIONS**

In this announcement, unless the context requires otherwise, the following terms used herein shall have the following meanings:

- |                           |  |
|---------------------------|--|
| “Additional Construction” | the additional construction and installation of four sets of Wind Power Generation Equipment, Wind Power Tower Equipment and Anchor Bolts Equipment in Liangji Town and Weiji Town in Jiangsu Province, the PRC under the Wind Power Project               |
| “Anchor Bolt Equipment”   | the subject matter of the Anchor Bolt Equipment Purchase Agreement, being four sets of anchor bolt equipment and its ancillary equipment and other accessory products and materials which will be used for the construction of the Additional Construction |

“Anchor Bolt Equipment Purchase Agreement”	the agreement entered into between the Purchaser and the Third Vendor in relation to the sale and purchase of the Anchor Bolt Equipment
“Assessed Value of Works”	the value of the amount of works, which are completed by Xiexin Energy pursuant to the Main Construction Agreement and checked and accepted by Suining Wind Power, calculated based on the construction works price list(s) agreed upon between Suining Wind Power and Xiexin Energy
“Board”	the board of Directors
“CNI Nanjing”	CNI (Nanjing) Energy Development Company Limited* (中核(南京)能源發展有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“Company”	China Nuclear Energy Technology Corporation Limited, a company incorporated in Bermuda with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange
“connected person”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Equipment”	the Wind Power Generation Equipment, the Wind Power Tower Equipment and the Anchor Bolt Equipment collectively
“Equipment Purchase Agreements”	the Wind Power Generation Equipment Purchase Agreement, the Wind Power Tower Equipment Purchase Agreement and the Anchor Bolt Equipment Purchase Agreement collectively

“Final Acceptance Check”	the signing of the certificates of completion of final acceptance check of the relevant Equipment by the Purchaser (or its designated party) at the end of the specified warranty period which are capable of meeting the technical standard and performance level as set out in the relevant Equipment Purchase Agreements
“First Vendor”	CRRC Zhuzhou Electric Locomotive Research Institute Company Limited* (中車株洲電力機車研究所有限公司), a company established in the PRC with limited liability
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Main Construction Agreement”	the main construction agreement dated 6 November 2019 entered into between Suining Wind Power and Xiexin Energy in relation to the Wind Power Project, as supplemented by the Supplemental Agreement
“MW”	megawatts, which is equal to 1,000,000 watts
“PRC”	the People’s Republic of China, which for the sole purpose of this announcement, shall exclude Hong Kong, Macau Special Administrative Region of the PRC and Taiwan



“Preliminary Acceptance Check”	the signing of the certificates of completion of preliminary acceptance check of the relevant Equipment by the Purchaser (or its designated party) after, among other things, completion of the installation and trial run of the relevant Equipment which are capable of meeting the technical standard and performance level as set out in the relevant Equipment Purchase Agreements
“Previous Equipment Purchase Agreements”	the equipment purchase agreements dated 6 November 2019 entered into for the Wind Power Project
“Purchaser”	CNI Nanjing
“RMB”	Renminbi, the lawful currency of the PRC
“Second Vendor”	Jiangsu Shenshan Wind Power Equipment Manufacturing Co., Ltd. * (江蘇神山風電設備製造有限公司), a company established in the PRC with limited liability
“Shareholder(s)”	holder(s) of the Share(s)
“Share(s)”	ordinary share(s) of HK\$0.10 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Suining Wind Power”	Suining Nuclear Source Wind Power Electricity Generation Company Limited* (睢寧核源風力發電有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“Supplemental Agreement”	the supplemental agreement to supplement the terms of the Main Construction Agreement entered into between Suining Wind Power and Xiexin Energy in relation to the construction and engineering works of the Additional Construction

“Third Vendor”	Jiangsu Zhongcheng Fastening Technology Development Co., Ltd. * (江蘇中成緊固技術發展股份有限公司), a company established in the PRC with limited liability and its shares are listed on the PRC’s New Third Board (stock code: 833988)
“Vendors”	the First Vendor, Second Vendor and Third Vendor collectively
“Wind Power Generation Equipment”	the subject matter of the Wind Power Generation Equipment Purchase Agreement, being four sets of wind power generation equipment and its ancillary equipment and other accessory products and materials which will be used for the construction of the Additional Construction
“Wind Power Generation Equipment Purchase Agreement”	the agreement entered into between the Purchaser and the First Vendor in relation to the sale and purchase of the Wind Power Generation Equipment
“Wind Power Project”	the construction and development of (i) a 15MW decentralised wind farm in Liangji Town in Jiangsu Province, the PRC; (ii) a 35MW wind farm in Liangji Town in Jiangsu Province, the PRC; and (iii) a 95MW wind farm in Weiji Town in Jiangsu Province, the PRC
“Wind Power Tower Equipment”	the subject matter of the Wind Power Tower Equipment Purchase Agreement, being four sets of wind power tower equipment, its ancillary equipment, special lock for tower door and other accessory products and materials which will be used for the construction of the Additional Construction
“Wind Power Tower Equipment Purchase Agreement”	the agreement entered into between the Purchaser and the Second Vendor in relation to the sale and purchase of the Wind Power Tower Equipment

“Xiexin Energy” Xiexin Energy Engineering Company Limited (協鑫能源工程有限公司), a company established in the PRC with limited liability

“%” per cent.

By Order of the Board  
**China Nuclear Energy Technology Corporation Limited**  
**Zhao Yixin**  
*Chairman*

Hong Kong, 13 November 2020

*As at the date of this announcement, the executive Directors of the Company are Mr. Zhao Yixin (Chairman), Mr. Liu Genyu (Vice Chairman), Mr. Chung Chi Shing, Mr. Fu Zhigang (Chief Executive Officer), Ms. Jian Qing, Mr. Li Jinying, Mr. Tang Jianhua (Chief Operation Officer), Mr. Wu Yuanchen; and the independent non-executive Directors of the Company are Mr. Chan Ka Ling Edmond, Mr. Kang Xinquan, Mr. Tian Aiping and Mr. Wang Jimin.*

\* *for identification purposes only*