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Concord New Energy Group Limited

(incorporated in Bermuda with limited liability)

(Stock Code: 182)

**DISCLOSEABLE TRANSACTION
CONTRACT REGARDING PURCHASE OF
WIND POWER ELECTRICITY GENERATION EQUIPMENT**

Reference is made to the Announcement dated 23 July 2015 and 26 January 2016 in relation to Purchase Contract 1 and Purchase Contract 2 entered into between the Group and the Supplier (an Independent Third Party) regarding the purchase of the Equipment by the Group from the Supplier.

The board of Directors is pleased to announce that on 6 April 2016 (after trading hours), the Group and the Supplier entered into the Purchase Contract 3 regarding the purchase of additional wind power electricity generation equipment amounting to a total consideration of RMB205,440,000 (equivalent to approximately HK\$246,528,000) by the Group from the Supplier for the wind farm project of the Group in Anhui province (安徽省), the PRC. The Supplier is an Independent Third Party.

As the Purchase Contracts were entered into between the same parties, the Transactions are required to be aggregated for the purpose of percentage ratios calculation pursuant to Rules 14.22 and 14.23 of the Listing Rules. As an applicable percentage ratio in respect of the Transactions exceeds 5% but all applicable percentage ratios are otherwise less than 25%, the Transactions under the Purchase Contracts in aggregate constitute a disclosable transaction for the Company. They are thus subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules. None of the Directors and their associates has any material interest in the Purchase Contracts and accordingly, the Directors were not required to and did not abstain from voting on the board resolutions approving the terms of the Purchase Contracts and the Transactions contemplated thereunder.

** for identification purpose only*

BACKGROUND

Reference is made to the Announcement dated 23 July 2015 and 26 January 2016 in relation to Purchase Contract 1 and Purchase Contract 2 entered into between the Group and the Supplier (an Independent Third Party) regarding the purchase of the Equipment by the Group from the Supplier.

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PURCHASE CONTRACT 3

The Principal Terms of the Purchase Contract are summarized as follows:

Date : 6 April 2016

Parties: : Tianjin Century Concord Huaxing Wind Power Equipment Co., Ltd. * (天津協合華興風電裝備有限公司), a wholly owned subsidiary of the Company, the buyer

Xinjiang Goldwind Science & Technology Co., Ltd.* (新疆金風科技股份有限公司), an Independent Third Party, the Supplier

Consideration : RMB205,440,000 (equivalent to approximately HK\$246,528,000)

Under the Purchase Contract 3, the Group has agreed to buy from the Supplier 24 sets of wind power generation facilities of 2,000KW each for the wind farm project of the Group in Anhui province (安徽省), the PRC including turbines, electricity generation systems, control systems hardware and software, etc.

The amount of the above consideration payable by the Group is on normal commercial terms and is agreed after arm's length negotiation with reference to the market unit price and quantity of each machinery, equipment or part forming part of the wind power electricity generation equipment to be supplied as set out in Purchase Contract 3.

The amount of consideration also includes fees in relation to, inter alia, technical support services to be provided by the Supplier, tax payment and delivery and insurance costs.

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According to the Purchase Contract 3, the Supplier shall pay to the Group 10% of the above consideration within 15 days from the effective date of the Purchase Contract 3 as performance bond (the "Performance Bond") for any breach of its obligations under the Purchase Contract 3, which shall be refunded to the Supplier within 30 days after completion of the pre-examination of the relevant wind power electricity generation equipment. The payment of consideration to be made by the Group by instalment will be based on the stages of completion of the Purchase Contract 3. The consideration will be payable in cash or by way of issuing acceptance bill of exchange.

The Supplier will provide a warranty period of 5 years in respect of the wind power electricity generation equipment supplied.

THE SUPPLIER

The Supplier is a supplier of wind power machinery and equipment in the PRC.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Supplier and its ultimate beneficial owner(s) are third parties independent of the Company and the connected persons of the Company.

REASONS FOR AND BENEFIT OF THE TRANSACTION

The Company is principally engaged in (i) investing in various wind and solar power projects and (ii) offering professional technical services and integrated solution to the wind and solar power generation projects.

The Group is building a wind power farm in the Anhui province of the PRC. The purpose of entering into the Purchase Contract 3 is to purchase machinery and equipment necessary for the construction of the wind power electricity generation facilities which is in the ordinary and usual course of business of the Group.

The Purchase Contract 3 was entered into after the Group's tender process organized under the applicable laws and regulations in the PRC. The Group considers that the overall terms offered by the Supplier under the Purchase Contract 3 represent the best offer made to the Group. The Group evaluated the terms of the contract based on, among other factors, the specifications and needs of the Group, the credentials and experience of the Supplier, the quality of the products to be supplied by the Supplier, the services agreed to be rendered by the Supplier, the products warranty provided by the Supplier and the terms offered by other suppliers to the Group.

The Directors (including the independent non-executive Directors) consider that the overall terms offered by the Supplier under the Purchase Contract 3 represent market terms and are on normal commercial terms, fair and reasonable and in the interests of the Company and its Shareholders as a whole.

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The purchase under the Purchase Contract 3 will be financed by internal resources of the Group and borrowings.

IMPLICATIONS OF THE LISTING RULES

Reference is made to the Announcement. As the Purchase Contracts were entered into among the same parties, the Transactions are required to be aggregated for the purpose of percentage ratios calculation pursuant to Rules 14.22 and 14.23 of the Listing Rules. As an applicable percentage ratio in respect of the Transactions exceeds 5% but all applicable percentage ratios are otherwise less than 25%, the Transactions under the Purchase Contracts in aggregate constitute a disclosable transaction for the Company. They are thus subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules. None of the Directors and their associates has any material interest in the Purchase Contracts and accordingly, the Directors were not required to and did not abstain from voting on the board resolution approving the terms of the Purchase Contracts and the Transactions contemplated thereunder.

DEFINITIONS

“Announcement”	the announcement of the Company dated 23 July 2015 and 26 January 2016 in relation to Purchase Contract 1 and Purchase Contract 2 entered into between the Group and the Supplier (an Independent Third Party) regarding the purchase of the Equipment by the Group from the Supplier.
“associates”	has the meaning ascribed to it by the Listing Rules
“Company”	Concord New Energy Group Limited, a company incorporated in Bermuda with limited liability, the Shares of which are listed on the main board of the Stock Exchange
“connected person(s)”	has the meaning ascribed to it by the Listing Rules
“Director(s)”	the director(s) of the Company
“Equipment”	wind power generation equipment and their ancillary facilities, services and documents forming the subject of Purchase Contract 1, Purchase Contract 2 or Purchase Contract 3, as the case maybe
“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

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“Independent Third Party”	any person/entity who/which is a third party independent of the Company and the connected persons of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“KW”	Kilowatt (1,000 watts), the commonly used unit of power in quantifying the electricity generation
“percentage ratio(s)”	the percentage ratio(s) as defined in Chapter 14 of the Listing Rules
“PRC”	The People’s Republic of China
“Purchase Contract 1”	the wind power electricity generation equipment purchase contract entered into the Group and the Supplier on 23 July 2015
“Purchase Contract 2”	the wind power electricity generation equipment purchase contract entered into the Group and the Supplier on 26 January 2016
“Purchase Contract 3”	the wind power electricity generation equipment purchase contract entered into the Group and the Supplier on 6 April 2016
“Purchase Contracts”	Purchase Contract 1 Purchase Contract 2 and Purchase Contract 3
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	the ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Supplier”	Xinjiang Goldwind Science & Technology Co., Ltd.* (新疆金風科技股份有限公司), a limited liability company incorporated in the PRC
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary”	has the meaning ascribed to it by the Listing Rules

The translation of RMB into HK\$ is based on the exchange rate of RMB1.00 to HK\$1.20, and are provided for information purposes only.

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For and on behalf of
Concord New Energy Group Limited
Liu Shunxing
Chairman

Hong Kong, 6 April 2016

As at the date of this announcement, the Board comprises Mr. Liu Shunxing (Chairman), Mr. Yang Zhifeng and Ms. Liu Jianhong (who are Co-Vice Chairpersons), Mr. Yu Weizhou (Chief Executive Officer), Mr. Gao Fuchun (who is non-executive Director) and Dr. Wong Yau Kar, David, BBS, JP, Mr. Yap Fat Suan, Dr. Shang Li and Ms. Huang Jian (who are independent non-executive Directors).

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