

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



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 14 October 2016 in relation to Purchase Contract 1 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 January 2017, the Group and the Supplier entered into the Purchase Contract 2 regarding the purchase of wind power electricity generation equipment amounting to a total consideration of RMB195,840,000 (equivalent to approximately HK\$219,340,800) by the Group from the Supplier for the wind farm project of the Group in Hunan province (湖南省), 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 discloseable 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 have any material interest in the Purchase Contracts 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 Transactions contemplated thereunder.

BACKGROUND

Reference is made to the Announcement dated 14 October 2016 in relation to Purchase Contract 1 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 January 2017, the Group and the Supplier entered into the Purchase Contract 2 regarding the purchase of wind power electricity generation equipment amounting to a total consideration of RMB195,840,000 (equivalent to approximately HK\$219,340,800) by the Group from the Supplier for the wind farm project of the Group in Hunan province (湖南省), the PRC. The Supplier is an Independent Third Party.

PURCHASE CONTRACT 2

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

Date : 6 January 2017

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
Guangdong Mingyang Wind Power Industry Group Co., Ltd.*(廣東明陽風電產業集團有限公司), an Independent Third Party, the Supplier

Consideration : RMB195,840,000 (equivalent to approximately HK\$219,340,800)

Under the Purchase Contract 2, 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 Hunan province (湖南省), 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 forming part of the wind power electricity generation equipment to be supplied as set out in Purchase Contract 2.

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

According to the Purchase Contract 2, the Supplier shall pay to the Group 10% of the above consideration within 15 days from the effective date of the Purchase Contract 2 as performance bond (the "Performance Bond") for any breach of its obligations under the Purchase Contract 2, 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 2. 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.

** for identification purpose only*

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 wind and solar power projects and (ii) offering professional technical services and integrated solution to the wind and solar power generation projects.

It is in the ordinary and usual course of business of the Group to build wind power plants in the PRC, including, among other projects, the subject projects in Hunan the PRC. The purchases of the machinery and equipment from the Supplier under the Purchase Contract 2 represent part of the Group's ordinary investments in its wind power projects.

The Purchase Contract 2 was entered into after the Group's tender process. 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 2 are fair and reasonable and are in the interests of the Company and its shareholders as a whole.

The purchases under the Purchase Contract 2 will be financed by internal resources of the Group and/ or borrowings.

IMPLICATIONS OF THE LISTING RULES

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 discloseable 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 have any material interest in the Purchase Contracts 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 Transactions contemplated thereunder.

DEFINITIONS

“Announcement”	the announcement of the Company dated 14 October 2016 re relation to Purchase Contract 1 entered into between the Group and the Supplier 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
“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 and Purchase Contract 2, 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
“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 farm machinery and equipment Purchase Contract entered into between Jilin Tianhe Wind Power Equipment Co., Ltd.* (吉林省天合風電設備有限公司), a wholly owned subsidiary of the Company and the Supplier dated 14 October 2016
“Purchase Contracts”	Purchase Contract 1 and Purchase Contract 2
“RMB”	Renminbi, the lawful currency of the PRC

* for identification purpose only

“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
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supplier”	Guangdong Mingyang Wind Power Industry Group Co., Ltd.* (廣東明陽風電產業集團有限公司), a limited liability company incorporated in the PRC
“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\$1.12, and are provided for information purposes only.

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

Hong Kong, 6 January 2017

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. Gui Kai (all of above are also executive Directors), 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).

** for identification purpose only*