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新奥能源控股有限公司
ENN Energy Holdings Limited

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 2688)

**PROPOSED ISSUE OF US\$500,000,000 ZERO COUPON
CONVERTIBLE BONDS DUE 2018**

PROPOSED ISSUE OF THE BONDS

On 29 January 2013, the Company and the Joint Lead Managers entered into the Subscription Agreement whereby the Joint Lead Managers, severally and not jointly, agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds in an aggregate principal amount of US\$500,000,000.

Assuming full conversion of the Bonds at the initial Conversion Price, the Bonds will be convertible into 79,778,897 New Shares (subject to adjustment), representing approximately 7.4% of the issued share capital of the Company as at the date of this announcement and approximately 6.9% of the issued share capital of the Company as enlarged by the issue of the New Shares.

The New Shares will be allotted and issued under the General Mandate. The New Shares, when issued, will rank *pari passu* in all respects with the Shares then in issue on the relevant conversion date.

The estimated net proceeds from the issue of the Bonds, after deduction of commission and administrative expenses will be approximately US\$489 million. The Company intends to use the net proceeds for refinancing of its existing indebtedness and for general corporate purposes.

It is intended that the Bonds will be listed on the Singapore Stock Exchange. An application will be made to the Singapore Stock Exchange for the listing of the Bonds and the Company will apply to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the New Shares.

Completion of the Subscription Agreement is subject to the satisfaction and/or waiver of the conditions precedent therein respectively. In addition, the Subscription Agreement may be terminated in certain circumstances. Please refer to the paragraph headed “Proposed Issue of the Bonds” below for further information. Shareholders and investors are advised to exercise caution when dealing in the securities of the Company.

A. PROPOSED ISSUE OF THE BONDS

Subscription Agreement

Date:

29 January 2013

Parties:

- (a) the Company; and
- (b) the Joint Lead Managers.

JP Morgan Chase & Co., an affiliate of J.P. Morgan, is interested in the Shares. Please see further details in the paragraph headed “Changes in the Shareholding Structure of the Company” of this announcement. Save as disclosed above, to the best of the Directors’ knowledge, information and belief, and having made all reasonable enquiry, the Joint Lead Managers and their ultimate beneficial owners are independent of the Company and its connected persons.

Conditions precedent

The obligations of the Joint Lead Managers to subscribe and pay for the Bonds are subject to, among others, the following conditions precedent:

- (a) **Due Diligence:** the Joint Lead Managers being satisfied with the results of their due diligence investigations with respect to the Company and its subsidiaries;

- (b) **Other Contracts:** the execution and delivery (on or before the Closing Date) of the other contracts, each in a form satisfactory to the Joint Lead Managers, by the respective parties;
- (c) **Lock-up:** ENN Group International Investment Limited shall have executed a lock-up agreement on or before the Closing Date in the form set out in the Subscription Agreement and such lock-up agreement shall be in full force and effect on the Closing Date;
- (d) **Auditors' Letters:** upon the Publication Date and the Closing Date, there having been delivered to the Joint Lead Managers letters, in form and substance satisfactory to the Joint Lead Managers from Deloitte Touche Tohmatsu, Certified Public Accountants to the Company;
- (e) **Compliance:** at the Publication Date and the Closing Date:
 - (i) the representations and warranties of the Company in the Subscription Agreement being true, accurate and correct at, and as if made on such date;
 - (ii) the Company having performed all of its obligations under the Subscription Agreement to be performed on or before such date; and
 - (iii) there having been delivered to the Joint Lead Managers a certificate in the form set out in the Subscription Agreement, dated as of such date, of a duly authorised officer of the Company to such effect;
- (f) **Material Adverse Change:** after the date of the Subscription Agreement or, if earlier, the dates as of which information is given in the offering circular up to and at the Closing Date, there shall not have occurred any change, which, in the opinion of the Joint Lead Managers, is material and adverse in the context of the issue and offering of the Bonds;
- (g) **Other consents:** on or prior to the Closing Date, there shall have been delivered to the Joint Lead Managers copies of all consents and approvals required in relation to the issue of the Bonds and the performance of its obligations under the trust deed, the agency agreement and the Bonds;
- (h) **Certificate of No Default:** on the date of the Subscription Agreement, there having been delivered to the Joint Lead Managers a certificate of no default in the form set out in the Subscription Agreement dated as of such date, of a duly authorised officer of the Company;
- (i) **Listing:** listing approval from the Hong Kong Stock Exchange for the New Shares issuable upon conversion of the Bonds having been obtained and the Singapore Stock Exchange having agreed, subject to any conditions reasonably satisfactory to the Joint Lead Managers, to list the Bonds;

- (j) **Legal Opinions:** on or before the Closing Date, there having been delivered to the Joint Lead Managers opinions, in form and substance satisfactory to the Joint Lead Managers, and such other resolutions, consents, authorities and documents relating to the issue of the Bonds, as the Joint Lead Managers may reasonably require.

Covenants

The Company undertakes to the Joint Lead Managers that neither the Company nor any person acting on its or their behalf will (a) issue, offer, sell, pledge, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Bonds or the Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Bonds, the Shares or securities of the same class as the Bonds or the Shares or other instruments representing interests in the Bonds, the Shares or other securities of the same class as them, (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares, (c) enter into any transaction with the same economic effect as, or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Shares or other securities, in cash or otherwise or (d) announce or otherwise make public an intention to do any of the foregoing, in any such case without the prior written consent of the Joint Lead Managers between the date hereof and the date which is 90 days after the Closing Date (both dates inclusive) except for the Bonds and the New Shares issued on conversion of the Bonds.

Termination

The Joint Lead Managers may, by notice to the Company given at any time prior to payment of the net subscription monies for the Bonds to the Company, terminate the Subscription Agreement in any of the following circumstances:

- (a) if there shall have come to the notice of the Joint Lead Managers any breach of, or any event rendering untrue or incorrect in any respect, any of the warranties and representations contained in the Subscription Agreement or any failure to perform any of the Company's undertakings or agreements in the Subscription Agreement;
- (b) if any of the conditions precedent has not been satisfied or waived by the Joint Lead Managers on or prior to the Closing Date;
- (c) if in the opinion of the Joint Lead Managers, there shall have been, since the date of the Subscription Agreement, any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Company on any stock exchange or in any over the counter market) or currency exchange rates or foreign exchange controls such as would in its view, be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market;

- (d) if, in the opinion of the Joint Lead Managers, there shall have occurred any of the following events: (i) a suspension or a material limitation in trading in securities generally on the New York Stock Exchange, the London Stock Exchange plc, the Singapore Stock Exchange and/or the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (ii) a suspension or a material limitation in trading in the Company's securities on the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (iii) a general moratorium on commercial banking activities in the United States, Singapore, Hong Kong, PRC and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, Hong Kong, PRC, Singapore or the United Kingdom; (iv) a change or development involving a prospective change in taxation affecting the Company, the Bonds and the Shares to be issued upon conversion of the Bonds or the transfer thereof; or (v) any new law or regulation or any change or development involving a prospective change in existing laws or regulations;
- (e) if, in the opinion of the Joint Lead Managers, there shall have occurred any event or series of events (including without limitation the occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, act of terrorism, act of God or epidemic) as would in their view be likely to prejudice the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market.

Lock up undertaking

ENN Group International Investment Limited has agreed to undertake to the Joint Lead Managers that for a period from the date of the Subscription Agreement up to 90 days after the Closing Date (both dates inclusive), neither it nor any of its subsidiaries (if applicable) or affiliates or spouse (if applicable) or family members (if applicable) over which it exercises management or voting control, nor any person acting on its or their behalf will, without the prior written consent of the Joint Lead Managers, (a) issue, offer, sell, pledge, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares directly or indirectly held by it as of the date of the undertaking (the "**Lock-up Shares**") or securities of the same class as the Bonds or the Lock-up Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Bonds, the Shares or securities of the same class as the Bonds, the Lock-up Shares or other instruments representing interests in the Bonds, the Lock-up Shares or other securities of the same class as them, (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Lock-up Shares, (c) enter into any transaction with the same economic effect as, or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Lock-up Shares or other securities, in cash or otherwise or (d) announce or otherwise make public an intention to do any of the foregoing.

Principal terms of the Bonds

Set out below is a summary of the principal terms of the Bonds:

Issuer	The Company
Principal amount	US\$500,000,000
Maturity date	26 February 2018
Issue price	100% of the principal amount of the Bonds.
Coupon	The Bonds do not bear any coupon.
Negative pledge	<p>So long as any Bond remains outstanding, the Company will not, and the Company will procure that none of its subsidiaries will, create or permit to subsist or arise any encumbrance upon the whole or any part of their respective present or future assets or revenues (including any uncalled capital) to secure any relevant indebtedness or to secure any guarantee or indemnity in respect of any relevant indebtedness unless at the same time or prior thereto, the Company's obligations under the Bonds are secured equally and rateably by the same encumbrance or, at the option of the Company, by such other security, guarantee, indemnity or other arrangement as the Trustee in its absolute discretion shall deem to be not materially less beneficial to the Bondholders or as shall be approved by an extraordinary resolution of the Bondholders.</p>
Conversion	<p>Subject to the terms of the Bonds, Bondholders have the right to convert their Bonds into New Shares at any time during the conversion period. The number of Shares to be issued on conversion of a Bond will be determined by dividing the principal amount of the Bond to be converted (translated into Hong Kong dollars at the fixed rate of HK\$7.7577 = US\$1.00) by the Conversion Price in effect on the conversion date in respect of a Bond.</p> <p>Assuming full conversion of the Bonds at the initial Conversion Price, the Bonds will be convertible into 79,778,897 New Shares (subject to adjustment), representing approximately 7.4% of the issued share capital of the Company as at the date of this announcement and approximately 6.9% of the issued share capital of the Company as enlarged by the issue of the New Shares.</p>

Conversion period	From 8 April 2013 up to the close of business on 16 February 2018, or, if such Bond shall have been called for redemption by the Company before its maturity date, then up to the close of business on a date no later than 15 days prior to the date fixed for redemption thereof or if notice requiring redemption has been given by the holder of such Bond, then up to the close of business on the day prior to the giving of such notice.
Conversion Price	HK\$48.62 per Conversion Share, subject to adjustment in accordance with the terms of the Bonds including, among other things, consolidation, subdivision, declaration of excess cash dividend or reclassification of Shares, capitalisation of profits or reserves, distributions, rights issues of Shares or options over Shares, rights issues of other securities, issues at less than current market price, modification of rights of conversion and other offers to Shareholders.
Number of New Shares issuable	79,778,897 New Shares will be issued upon full conversion of the Bonds based on the initial Conversion Price of HK\$48.62.
Cash Settlement Option	<p>At any time when the delivery of Shares deliverable upon conversion of the Bonds is required to satisfy the conversion right in respect of a conversion notice, the Company shall have the option to pay to the relevant Bondholder an amount of cash in United States dollars equal to the Cash Settlement Amount (as defined below) (translated into United States dollars at the prevailing rate) in order to satisfy such conversion right in full or in part (in which case the other part shall be satisfied by the delivery of Shares) (the “Cash Settlement Option”).</p> <p>“Cash Settlement Amount” means the product of (i) the number of Shares otherwise deliverable upon exercise of the conversion right in respect of the Bond(s) to which the conversion notice applies, and in respect of which the Company has elected the Cash Settlement Option and (ii) the average of the closing price of the Shares on the Hong Kong Stock Exchange for each day during the 10 Trading Days immediately following and excluding the date on which the Company elects to exercise the Cash Settlement Option.</p>
Ranking of New Shares	The New Shares to be issued upon conversion of the Bonds will rank pari passu in all respects with the Shares then in issue on the relevant conversion date.

Redemption at maturity	Each Bond will be redeemed on maturity at 102.53 per cent. of its principal amount.
Redemption for taxation reasons	The Bonds may be redeemed at the option of the Company in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Bondholders, at the Early Redemption Amount (as set out below), if (i) the Company has or will become obliged to pay additional tax amounts as provided in the terms of the Bonds as a result of any change in, or amendment to, the laws or regulations of Hong Kong, the PRC, or the Cayman Islands or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 29 January 2013, and (ii) such obligation cannot be avoided by the Company taking reasonable measures available to it. Bondholders have the right to elect for their Bonds not to be redeemed but with no entitlement to any additional amounts.
Redemption at the option of the Company	<p>On giving not less than 30 nor more than 60 days' notice to the Bondholders and the Trustee (which notice will be irrevocable), the Company:</p> <ul style="list-style-type: none"> (i) may at any time after 26 February 2016 and prior to the maturity date of the Bonds redeem in whole, but not in part, the Bonds for the time being outstanding at the Early Redemption Amount, provided that (a) the Closing Price for each of any 20 out of 30 consecutive trading days, the last of which occurs not more than five trading days prior to the date upon which notice of such redemption is published was at least 130 per cent. of the Early Redemption Amount divided by the then prevailing Conversion Ratio and (b) the applicable redemption does not fall within a closed period of the Bonds; or (ii) may at any time prior to the maturity date of the Bonds redeem in whole, but not in part, the Bonds for the time being outstanding at the Early Redemption Amount provided that prior to the date of such notice at least 90 per cent. in principal amount of the Bonds originally issued has already been converted, redeemed or purchased and cancelled.

If there shall occur an event giving rise to a change in the Conversion Price during any such 20 Trading Day period, appropriate adjustments for the relevant days will be made.

Redemption for delisting, suspension of trading or change of control

In the event that the Shares cease to be listed or admitted to trading or suspended from trading for a period equal to or exceeding 30 consecutive days on the Hong Kong Stock Exchange or, if applicable, any alternative stock exchange, or there is a change of control of the Company, the holder of each Bond will have the right at such holder's option, to require the Company to redeem all or some only of such holder's Bonds at the Early Redemption Amount.

Redemption at the option of the Bondholders

On 26 February 2016 (the "**Put Option Date**"), the holder of each Bond will have the right, at such holder's option, to require the Company to redeem all or some only of the Bonds of such holder on the Put Option Date at 101.51 per cent. of their principal amount.

Early Redemption Amount

an amount in respect of each US\$250,000 principal amount of Bonds calculated in accordance with the following formula, rounded (if necessary) to two decimal places with 0.005 being rounded upwards (provided that if the date fixed for redemption is a Semi-annual Date (as set out below), such Early Redemption Amount shall be as set out in the table below in respect of such Semi-annual Date):

$$\text{Early Redemption Amount} = (\text{Previous Redemption Amount} \times (1 + r/2)^{d/p})$$

Previous Redemption Amount = the Early Redemption Amount for each US\$250,000 principal amount of Bonds on the Semi-annual Date immediately preceding the date fixed for redemption as set out below (or if the Bonds are to be redeemed prior to 26 August 2013, US\$250,000):

Semi-annual Date	Early Redemption Amount (US\$)
26 August 2013	250,625.00
26 February 2014	251,251.56
26 August 2014	251,879.69
26 February 2015	252,509.39
26 August 2015	253,140.66
26 February 2016	253,773.51
26 August 2016	254,407.95
26 February 2017	255,043.97
26 August 2017	255,681.57
26 February 2018	256,320.78

$r = 0.50$ per cent. expressed as a fraction

d = number of days from and including the immediately preceding Semi-annual Date (or if the Bonds are to be redeemed on or before 26 August 2013, from and including the Issue Date) to, but excluding, the date fixed for redemption, calculated on the basis of a year of 360 days with 12 30-day months and, in the case of an incomplete month, the actual number of days elapsed

$p = 180$

Listing	<p>An application will be made to the Singapore Stock Exchange for the listing of the Bonds.</p> <p>Application will be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the New Shares.</p>
Transferability	<p>Subject to registration and compliance with the relevant procedures effecting the transfer, the Bonds will be freely transferable.</p>
Status	<p>The Bonds will constitute direct, unconditional, unsubordinated and unsecured obligations of the Company and will at all times rank <i>pari passu</i> and without any preference or priority among themselves. The payment obligations of the Company under the Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable laws and subject to the negative pledge above, at all times rank at least equally with all other present and future unsecured and unsubordinated obligations of the Company.</p>
Voting	<p>Before conversion of the Bonds, Bondholders will not have any right to attend or vote in any general meeting of the Company by virtue of their being Bondholders.</p>
Form of the Bonds	<p>The Bonds will be in registered form. Upon issue, the Bonds will be represented by the global certificate deposited with a common depositary for, and representing Bonds registered in the name of a nominee of, Euroclear and Clearstream, Luxembourg.</p>
Denomination	<p>US\$250,000 and higher integral multiples thereof.</p>

Comparison of Conversion Price

The initial Conversion Price of HK\$48.62 per Conversion Share represents:

- (a) a premium of 30.0% to the closing price of the Shares of HK\$37.40 per Share as quoted on the Hong Kong Stock Exchange on the Last Trading Day;
- (b) a premium of 40.7% to the average closing price of the Shares of HK\$34.55 per Share for the last 30 consecutive trading days up to and including the Last Trading Day;
- (c) a premium of 42.1% over the average closing price of the Shares of HK\$34.22 per Share for the last 60 consecutive trading days up to and including the Last Trading Day; and
- (d) a premium of 45.1% to the average closing price of the Shares of HK\$33.51 per Share for the last 90 consecutive trading days up to and including the Last Trading Day.

B. USE OF PROCEEDS

The gross proceeds from the Bonds are estimated to be approximately US\$500,000,000. The total expenses and commissions amount to approximately US\$11 million and the Company is expected to receive the aggregate net proceeds in the amount of approximately US\$489 million from the Bonds. The Company intends to use the net proceeds for refinancing of its existing indebtedness and for general corporate purposes.

C. GENERAL MANDATE

By a resolution of the Shareholders passed at the annual general meeting of the Company held on 26 June 2012, the Company granted a general mandate (the “**General Mandate**”) to the Directors to allot and issue up to 106,659,439 Shares. As at the date of this announcement, there has been no issue of Shares under the General Mandate. The New Shares will be allotted and issued under the General Mandate and no Shareholders’ approval is required.

An application will be made to the Listing Committee for the listing of, and permission to deal in, the New Shares.

D. CHANGES IN THE SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, save for 780,000 outstanding share options granted under the Share Option Scheme, the Company has no outstanding derivatives, options, warrants, conversion rights or other similar rights which are convertible or exchangeable into Shares. Assuming that no Shares will be issued by the Company other than the New Shares, to the best knowledge of the Company, the shareholdings of the Company as at the date of this announcement and as a result of conversion of the Bonds are summarised as follows:

Shareholder	As at the date of this announcement		Assuming the Bonds are fully converted into Shares at the initial Conversion Price	
	Number of Shares	%	Number of Shares	%
ENN Group International Investment Limited (<i>Note 1</i>)	326,095,000	30.11	326,095,000	28.05
Mr. Wang (<i>Note 1</i>)	596,000	0.06	596,000	0.05
Capital Research and Management Company	129,166,700	11.93	129,166,700	11.11
JP Morgan Chase & Co.	63,517,805	5.87	63,517,805	5.46
Holders of the New Shares	–	–	79,778,897	6.86
<i>Other public Shareholders</i>	<u>563,483,892</u>	<u>52.03</u>	<u>563,483,892</u>	<u>48.47</u>
Total	<u>1,082,859,397</u>	<u>100.00</u>	<u>1,162,638,294</u>	<u>100.00</u>

Notes:

- (1) ENN Group International Investment Limited is beneficially owned as to 50% by Mr. Wang and 50% by Ms. Zhao Baoju, spouse of Mr. Wang.

E. REASONS FOR THE ISSUE OF THE BONDS

The issue of the Bonds is effected to enable the Company to raise funds while broadening the Shareholder's base and the capital base of the Company.

The Directors (including the independent non-executive Directors) consider that the terms of the Bonds are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

F. CAPITAL RAISING ACTIVITIES OF THE COMPANY DURING THE PAST 12 MONTHS

The Company has not carried out any capital fund raising activities on issue of equity securities in the 12 months preceding the date of this announcement.

G. GENERAL

The Group is one of the largest distributors of clean energy in the PRC. The principal activities of the Group include gas connection, sales of piped gas, construction and operation of vehicle gas refuelling stations, distribution of bottled liquefied petroleum gas and sales of gas appliances in the PRC.

DEFINITIONS

“Board”	board of Directors of the Company
“Bondholder(s)”	holder(s) of the Bonds
“Bonds”	zero coupon convertible bonds due 2018 in the aggregate principal amount of US\$500,000,000
“Closing Date”	means 26 February 2013 or such later date, not being later than 12 March 2013, as the Company and the Joint Lead Managers may agree
“Company”	ENN Energy Holdings Limited, an exempted company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Hong Kong Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Conversion Price”	initially HK\$48.62 per Conversion Share (subject to adjustment)
“Directors”	directors of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Joint Lead Managers”	J.P. Morgan and UBS
“J.P. Morgan”	J.P. Morgan Securities plc, the sole global coordinator and lead joint bookrunner, and one of the Joint Lead Managers
“Last Trading Day”	29 January 2013, being the last full trading day immediately before the issue of this announcement
“Listing Committee”	the listing sub-committee of the board of directors of the Hong Kong Stock Exchange
“Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange
“Mr. Wang”	Mr. Wang Yusuo, the chairman and an executive Director of the Company
“New Shares”	the Shares to be issued upon conversion of the Bonds
“PRC”	the People’s Republic of China and for the purpose of this announcement shall exclude Hong Kong, the Macau Special administrative Region of the PRC and Taiwan
“Publication Date”	the date of publication of the offering circular in connection with the issue of the Bonds which shall be dated not later than five business days before the Closing Date or such other date as may be agreed between the Company and the Joint Lead Managers
“Share Option Scheme”	the share option scheme adopted by the Company on 21 May 2002
“Shareholder”	holder of the Shares of the Company
“Shares”	ordinary shares of HK\$0.10 each in the share capital of the Company
“Singapore Stock Exchange”	Singapore Exchange Securities Trading Limited
“Subscription Agreement”	the subscription agreement relating to the Bonds dated 29 January 2013 between the Company and the Joint Lead Managers
“Trading Day”	a day on which the Hong Kong Stock Exchange is open for dealing business
“Trustee”	The Bank of New York Mellon, acting through its London Branch

“UBS” UBS AG, Hong Kong Branch, a joint bookrunner, and one of the Joint Lead Managers

“US\$” or “US dollar” the lawful currency of the United States of America

By order of the Board
ENN Energy Holdings Limited
Mr. WANG Dongzhi
Chief Financial Officer

Hong Kong, 30 January 2013

As at the date of this announcement, the Board comprises the following Directors:

Executive Directors:

Mr. Wang Yusuo (*Chairman*)
Mr. Cheung Yip Sang (*Chief Executive Officer*)
Mr. Zhao Jinfeng
Mr. Yu Jianchao
Mr. Zhao Shengli
Mr. Wang Dongzhi (*Chief Financial Officer*)

Non-executive Directors:

Ms. Zhao Baoju
Mr. Jin Yongsheng

Independent Non-executive Directors:

Mr. Wang Guangtian
Ms. Yien Yu Yu, Catherine
Mr. Kong Chung Kau
Mr. Zhang Gang