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**XINYI ENERGY HOLDINGS LIMITED**

**信義能源控股有限公司**

*(Incorporated in the  
British Virgin Islands with limited liability)*  
**(Stock code: 03868)**

**CONNECTED AND DISCLOSEABLE  
TRANSACTION**

**Exercise of Call Option (Group 5)  
pursuant to the Solar Farm Agreement  
and the Solar Farm (Group 5) Agreements**



**XINYI SOLAR HOLDINGS LIMITED**

**信義光能控股有限公司**

*(Incorporated in the  
Cayman Islands with limited liability)*  
**(Stock code: 00968)**

**CONNECTED AND DISCLOSEABLE  
TRANSACTION**

**Disposal of Call Right Assets (Group 5)  
pursuant to the Solar Farm Agreement  
and the Solar Farm (Group 5) Agreements**

On 28 February 2024, Xinyi Energy delivered to Xinyi Solar the Call Notice (Group 5) to exercise the Call Option (Group 5) pursuant to the terms and conditions of the Solar Farm Agreement. The Call Right Assets (Group 5) comprise eight utility-scale ground-mounted solar farm projects in the PRC in the total approved capacity of 790 MW.

On 28 February 2024, the Solar Farm (Group 5) Agreements were entered into in relation to the disposal of the Target Shares (Group 5) for the Call Right Price (Group 5). The Solar Farm (Group 5) Agreements were entered into between the Purchaser, an indirect wholly-owned subsidiary of Xinyi Energy, Xinyi Solar and four indirect wholly-owned subsidiaries of Xinyi Solar as the respective Vendor to the (a) Kaiping Jinji Solar Farm Agreement; (b) Yunfu Solar Farm Agreement; (c) Qujing Solar Farm Agreement; and (d) Sanshan Gaoan Solar Farm Agreement.

## **Implications under the Listing Rules**

### *In relation to Xinyi Energy*

As the Solar Farm (Group 4) Agreement and the Solar Farm (Group 5) Agreements were entered into by a member of XYE Group (as purchaser) and a member of the XYS Group (as vendor) and that the Solar Farm (Group 4) Agreement was entered into within the 12-month period immediately preceding the Solar Farm (Group 5) Agreements, the Solar Farm (Group 4) Transaction and the transactions contemplated under the Solar Farm (Group 5) Agreements should be aggregated pursuant to Rule 14.22 and Rule 14A.81 of the Listing Rules for the purpose of determining the implications under the Listing Rules.

The highest applicable percentage ratio (as defined under the Listing Rules) in relation to the exercise of the Call Option (Group 5) is (a) if aggregated with the exercise of the Call Option (Group 4) for the purpose of the Listing Rules, more than 5% but less than 25% and (b) more than 5% but less than 25% on a stand-alone basis. As such, the exercise of the Call Option (Group 5) would be subject to the reporting and announcement requirements under Chapters 14 and 14A of the Listing Rules and the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

A shareholders' circular to be despatched by Xinyi Energy containing, inter alia, (a) further information on the exercise of the Call Option (Group 5) pursuant to the Solar Farm Agreement and the Solar Farm (Group 5) Agreements; (b) a letter of recommendations from the XYE Independent Board Committee; (c) a letter of advice from the XYE Independent Financial Adviser; and (d) a notice of the XYE EGM is expected to be despatched to the shareholders of Xinyi Energy on or before 10 May 2024 in full compliance with the requirements under the Listing Rules.

### *In relation to Xinyi Solar*

As of the date of this joint announcement, Xinyi Solar owns 51.60% of the equity interest in Xinyi Energy and remains the single largest shareholder of Xinyi Energy. Xinyi Energy continues to be a non-wholly owned subsidiary of Xinyi Solar. As of the date of this joint announcement, the XYS Controlling Shareholders and their respective associates are interested in 49.60% of the XYS Shares and are also interested in 23.78% of the XYE Shares. Accordingly, Xinyi Energy is a connected subsidiary of Xinyi Solar under Chapter 14A of the Listing Rules.

As the Solar Farm (Group 4) Agreement and the Solar Farm (Group 5) Agreements were entered into by a member of the XYE Group (as purchaser) and a member of the XYS Group (as vendor) and that the Solar Farm (Group 4) Agreement was entered into within the 12-month period immediately preceding the Solar Farm (Group 5) Agreements, the Solar Farm (Group 4) Transaction and the transactions contemplated under the Solar Farm (Group 5) Agreements should be aggregated pursuant to Rule 14.22 and Rule 14A.81 of the Listing Rules for the purpose of determining the implications under the Listing Rules.

The highest applicable percentage ratio (as defined under the Listing Rules) in relation to the disposal of the Call Right Assets (Group 5) is (a) if aggregated with the disposal of the Call Right Assets (Group 4) for the purpose of the Listing Rules, more than 5% but less than 25% and (b) less than 5% on a stand-alone basis. As there has been no change in the terms and conditions of the Solar Farm Agreement since its approval by the XYS Independent Shareholders at the XYS 2018 EGM and that the exercise of the Call Option remains at Xinyi Energy's discretion, the disposal of the Call Right Assets (Group 5) is subject to the reporting and announcement requirements under Chapters 14 and 14A of the Listing Rules but is exempted from re-complying with the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

## **BACKGROUND INFORMATION**

The XYE Directors and the XYS Directors refer to the Solar Farm Agreement, pursuant to which Xinyi Solar has granted the Call Option to Xinyi Energy. In April 2023, Xinyi Energy had exercised the Call Option (Group 4) and the Solar Farm (Group 4) Transaction was partially completed in the fourth quarter of 2023.

On 28 February 2024, Xinyi Energy delivered to Xinyi Solar the Call Notice (Group 5) to exercise the Call Option (Group 5) to acquire the Call Right Assets (Group 5) pursuant to the terms and conditions of the Solar Farm Agreement. The Call Right Assets (Group 5) comprise eight utility-scale ground-mounted solar farm projects in the total approved capacity of 790 MW.

On 28 February 2024, the Solar Farm (Group 5) Agreements were entered into in relation to the disposal of the Target Shares (Group 5) for the Call Right Price (Group 5). The Solar Farm (Group 5) Agreements were entered into between the Purchaser, an indirect wholly-owned subsidiary of Xinyi Energy, Xinyi Solar and four indirect wholly-owned subsidiaries of Xinyi Solar as the respective Vendor to the (a) Kaiping Jinji Solar Farm Agreement; (b) Yunfu Solar Farm Agreement; (c) Qujing Solar Farm Agreement; and (d) Sanshan Gaoan Solar Farm Agreement.

## CALL RIGHT PRICE

As disclosed in the XYS Solar Farm Announcement, the XYS Solar Farm Circular and the XYE Prospectus, the Call Right Price under the Solar Farm Agreement shall be determined according to the following:

The Call Right Price is equal to the greater of:

- (a) (Adjusted EBITDA<sup>1</sup> during Designated 12-month of Operation<sup>2</sup> + Sales revenue value-added tax) x 7.2 (the Implied Multiple) (the “**First Limb**”); and
- (b) such amount representing one hundred and ten percent (110%) of the actual reasonable and documented construction costs of such Call Right Asset (the “**Second Limb**”)

The Call Right Price will be deducted by such amount representing the net liabilities as of the date of completion of the transaction. If the proposed acquisition of the Call Right Assets is to be conducted by way of acquisition of equity interest in a holding company of the Call Right Assets, the Call Right Price will be deducted by such amount representing the net liabilities, i.e. the amount of debt plus the estimated amount due to suppliers and other payables and plus balance of cash and receivables, of the holding company of the Call Right Assets as of the completion date.

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<sup>1</sup> “**Adjusted EBITDA**” is defined as the consolidated EBITDA after eliminating the effect of the Adjustments, if applicable, for that year. The “Adjustments” refer to adjustments of certain items which are charged or credited to the consolidated income statements for the relevant year, being:

- other gain/(loss), net;
- other income;
- unrealised revaluation gains, including impairment provisions or reversal of impairment provisions;
- impairment of goodwill/recognition of negative goodwill; and
- material non-cash gains/losses.

<sup>2</sup> “**Designated 12-month of Operation**” shall commence from the first calendar day of the calendar month immediately after the targeted date of completion of the acquisition of the Call Right Assets.

## PRINCIPAL TERMS OF THE SOLAR FARM (GROUP 5) AGREEMENTS

Following the exercise of the Call Option (Group 5), the primary purpose of entering into the Solar Farm (Group 5) Agreements is to set forth the specific terms and conditions for the disposal of the Call Right Assets (Group 5). The transactions contemplated under the Solar Farm (Group 5) Agreements will require the approval of the XYE Independent Shareholders. The Solar Farm (Group 5) Agreements are entered into pursuant to the Solar Farm Agreement and the material terms of which are not inconsistent with the Solar Farm Agreement (which has been approved at the XYS 2018 EGM).

The principal terms of the Solar Farm (Group 5) Agreements are set forth below:

### 1. Kaiping Jinji Solar Farm Agreement

**Date:** 28 February 2024

**Parties:** (a) Grand Trend, as the vendor;  
(b) Xinyi Solar; and  
(c) the Purchaser, as the purchaser

The Purchaser has conditionally agreed to purchase, and Grand Trend has conditionally agreed to sell the entire issued share capital of Xinjie Wuhu. Xinyi Solar has agreed to procure completion of the reorganisation to the effect that Kaiping Ruide will be the sole wholly-owned subsidiary of Xinjie Wuhu.

**Subject matter:** All issued shares of Xinjie Wuhu and its wholly-owned subsidiary, Kaiping Ruide.

**Call Right Assets (Group 5):** The Call Right Assets (Group 5) to be acquired under the Kaiping Jinji Solar Farm Agreement are as follows:

Name of the Call Right Assets (Group 5)	Approved capacity (MW)	Name of the direct holding company	Approved Feed-in-Tariff rate (RMB)	Expected time of completion of construction	Time of commencement of operation
Kaiping Jinji Solar Farm (開平金雞 光伏電站)	100	Kaiping Ruide	0.453	3rd quarter of 2024	4th quarter of 2022

**Conditions precedent:** Completion under the Kaiping Jinji Solar Farm Agreement is subject to the following conditions:

- (a) all representations and warranties made by Grand Trend and Xinyi Solar remaining true, complete and accurate at all times between the date of the Kaiping Jinji Solar Farm Agreement and the Completion Date (Group 5), and Grand Trend and Xinyi Solar having performed all of their obligations required to be performed by the Completion Date (Group 5) thereunder and not been in breach of the Kaiping Jinji Solar Farm Agreement;
- (b) the reorganisation to the effect that Kaiping Ruide is the sole wholly-owned subsidiary of Xinjie Wuhu has been completed;
- (c) the Purchaser having received a PRC legal opinion dated the Completion Date (Group 5) on each of Xinjie Wuhu and Kaiping Ruide confirming, inter alia, its corporate existence, shareholding structure, assets and the validity of its interests in and certain operational aspects and licensing matters of the Call Right Assets (Group 5) under the Kaiping Jinji Solar Farm Agreement in the form and substance satisfactory to the Purchaser;
- (d) the approval by the XYE Independent Shareholders at the XYE EGM of the resolution(s) approving the under the Kaiping Jinji Solar Farm Agreement and the exercise of the Call Option (Group 5) pursuant to the Solar Farm Agreement and the Kaiping Jinji Solar Farm Agreement; and
- (e) all internal and external approvals required by the parties to the Kaiping Jinji Solar Farm Agreement for the execution, delivery and performance of the Kaiping Jinji Solar Farm Agreement (including the shareholders approvals of Xinjie Wuhu having been obtained).

If any of the above conditions has not been satisfied in accordance with the Kaiping Jinji Solar Farm Agreement at or before 1:00 p.m. on or before the Completion Date (Group 5), then unless Grand Trend and the Purchaser agree otherwise in writing, the Completion Date (Group 5) shall be postponed to the Long-stop Date (Group 5).

If any of the above conditions has not been satisfied in accordance with the Kaiping Jinji Solar Farm Agreement at or before 1:00 p.m. on or before the Long-stop Date (Group 5), then unless Grand Trend and the Purchaser agree otherwise in writing, the Kaiping Jinji Solar Farm Agreement shall be terminated, and neither parties to the Kaiping Jinji Solar Farm Agreement shall have any claim or cause of action against the other, save for any antecedent breach and the return of the Call Right Price (Group 5) (to the extent paid by the Purchaser) by Grand Trend to the Purchaser within five (5) business days after determination of the Kaiping Jinji Solar Farm Agreement.

As of the date of this joint announcement, none of the above conditions has been satisfied.

**Governing Law:** The laws of the PRC.

## 2. Yunfu Solar Farm Agreement

**Date:** 28 February 2024

**Parties:** (a) Sky Jumbo, as the vendor;  
(b) Xinyi Solar; and  
(c) the Purchaser, as the purchaser

The Purchaser has conditionally agreed to purchase, and Sky Jumbo has conditionally agreed to sell the entire issued share capital of Xinyun Yunfu.

**Subject matter:** All issued shares of Xinyun Yunfu.

**Call Right Assets (Group 5):** The Call Right Assets (Group 5) to be acquired under the Yunfu Solar Farm Agreement are as follows:

Name of the Call Right Assets (Group 5)	Approved capacity (MW)	Name of the direct holding company	Approved Feed-in-Tariff rate (RMB)	Expected time of completion of construction	Time of commencement of operation
Yunfu Solar Farm (雲浮光伏電站)	100	Xinyun Yunfu	0.453	3rd quarter of 2024	4th quarter of 2021

**Conditions precedent:** Completion under the Yunfu Solar Farm Agreement is subject to the following conditions:

- (a) all representations and warranties made by Sky Jumbo and Xinyi Solar remaining true, complete and accurate at all times between the date of the Yunfu Solar Farm Agreement and the Completion Date (Group 5), and Sky Jumbo and Xinyi Solar having performed all of their obligations required to be performed by the Completion Date (Group 5) thereunder and not been in breach of the Yunfu Solar Farm Agreement;
- (b) the Purchaser having received a PRC legal opinion dated the Completion Date (Group 5) on Xinyun Yunfu confirming, inter alia, its corporate existence, shareholding structure, assets and the validity of its interests in and certain operational aspects and licensing matters of the Call Right Assets (Group 5) under the Yunfu Solar Farm Agreement in the form and substance satisfactory to the Purchaser;
- (c) the approval by the XYE Independent Shareholders at the XYE EGM of the resolution(s) approving the Yunfu Solar Farm Agreement and the exercise of the Call Option (Group 5) pursuant to the Solar Farm Agreement and the Yunfu Solar Farm Agreement; and
- (d) all internal and external approvals required by the parties to the Yunfu Solar Farm Agreement for the execution, delivery and performance of the Yunfu Solar Farm Agreement (including the shareholders approvals of Xinyun Yunfu having been obtained).

If any of the above conditions has not been satisfied in accordance with the Yunfu Solar Farm Agreement at or before 1:00 p.m. on or before the Completion Date (Group 5), then unless Sky Jumbo and the Purchaser agree otherwise in writing, the Completion Date (Group 5) shall be postponed to the Long-stop Date (Group 5).

If any of the above conditions has not been satisfied in accordance with the Yunfu Solar Farm Agreement at or before 1:00 p.m. on or before the Long-stop Date (Group 5), then unless Sky Jumbo and the Purchaser agree otherwise in writing, the Yunfu Solar Farm Agreement shall be terminated, and neither parties to the Yunfu Solar Farm Agreement shall have any claim or cause of action against the other, save for any antecedent breach and the return of the Call Right Price (Group 5) (to the extent paid by the Purchaser) by Sky Jumbo to the Purchaser within five (5) business days after determination of the Yunfu Solar Farm Agreement.

As of the date of this joint announcement, none of the above conditions has been satisfied.

**Governing Law:** The laws of the PRC.

### **3. Qujing Solar Farm Agreement**

**Date:** 28 February 2024

**Parties:** (a) Sun Wisdom, as the vendor;  
(b) Xinyi Solar; and  
(c) the Purchaser, as the purchaser

The Purchaser has conditionally agreed to purchase, and Sun Wisdom has conditionally agreed to sell the entire issued share capital of Xinyun Qujing.

**Subject matter:** All issued shares of Xinyun Qujing and its wholly-owned subsidiaries, Qujing Yingli and Qujing Qiushou.

**Call Right  
Assets  
(Group 5):**

The Call Right Assets (Group 5) to be acquired under the Qujing Solar Farm Agreement are as follows:

<u>Name of the Call Right Assets (Group 5)</u>	<u>Approved capacity</u> <i>(MW)</i>	<u>Name of the direct holding company</u>	<u>Approved Feed-in-Tariff rate</u> <i>(RMB)</i>	<u>Time of completion of construction</u>	<u>Time of commencement of operation</u>
Qujing Banzhuang Solar Farm (曲靖 班莊光伏電站)	150	Xinyun Qujing	0.3134	4th quarter of 2023	4th quarter of 2023
Qujing Guanqiying Solar Farm (曲靖 關旗營光伏電站)	100	Xinyun Qujing	0.3134	4th quarter of 2023	4th quarter of 2023
Qujing Nantoushan Solar Farm (曲靖 南頭山光伏電站)	100	Xinyun Qujing	0.3358	3rd quarter of 2023	3rd quarter of 2023
Qujing Yangjiacun Solar Farm (曲靖 楊家村光伏電站)	200	Xinyun Qujing	0.3134	4th quarter of 2023	4th quarter of 2023
Qujing Yingli Solar Farm (曲靖英利 光伏電站)	10	Qujing Yingli	0.3358	2nd quarter of 2016	2nd quarter of 2016
<b>Total</b>	<b><u>560</u></b>				

**Conditions  
precedent:**

Completion under the Qujing Solar Farm Agreement is subject to the following conditions:

- (a) all representations and warranties made by Sun Wisdom and Xinyi Solar remaining true, complete and accurate at all times between the date of the Qujing Solar Farm Agreement and the Completion Date (Group 5), and Sun Wisdom and Xinyi Solar having performed all of their obligations required to be performed by the Completion Date (Group 5) thereunder and not been in breach of the Qujing Solar Farm Agreement;

- (b) the Purchaser having received a PRC legal opinion dated the Completion Date (Group 5) on each of Xinyun Qijing, Qijing Yingli and Qijing Qiushou confirming, inter alia, its corporate existence, shareholding structure, assets and the validity of its interests in and certain operational aspects and licensing matters of the Call Right Assets (Group 5) under the Qijing Solar Farm Agreement in the form and substance satisfactory to the Purchaser;
- (c) the approval by the XYE Independent Shareholders at the XYE EGM of the resolution(s) approving the Qijing Solar Farm Agreement and the exercise of the Call Option (Group 5) pursuant to the Solar Farm Agreement and the Qijing Solar Farm Agreement; and
- (d) all internal and external approvals required by the parties to the Qijing Solar Farm Agreement for the execution, delivery and performance of the Qijing Solar Farm Agreement (including the shareholders approvals of Xinyun Qijing having been obtained).

If any of the above conditions has not been satisfied in accordance with the Qijing Solar Farm Agreement at or before 1:00 p.m. on or before the Completion Date (Group 5), then unless Sun Wisdom and the Purchaser agree otherwise in writing, the Completion Date (Group 5) shall be postponed to the Long-stop Date (Group 5).

If any of the above conditions has not been satisfied in accordance with the Qijing Solar Farm Agreement at or before 1:00 p.m. on or before the Long-stop Date (Group 5), then unless Sun Wisdom and the Purchaser agree otherwise in writing, the Qijing Solar Farm Agreement shall be terminated, and neither parties to the Qijing Solar Farm Agreement shall have any claim or cause of action against the other, save for any antecedent breach and the return of the Call Right Price (Group 5) (to the extent paid by the Purchaser) by Sun Wisdom to the Purchaser within five (5) business days after determination of the Qijing Solar Farm Agreement.

As of the date of this joint announcement, none of the above conditions has been satisfied.

**Governing  
Law:**

The laws of the PRC.

#### 4. Sanshan Gaoan Solar Farm Agreement

**Date:** 28 February 2024

**Parties:** (a) Rise Trend, as the vendor;  
(b) Xinyi Solar; and  
(c) the Purchaser, as the purchaser

The Purchaser has conditionally agreed to purchase, and Rise Trend has conditionally agreed to sell the entire issued share capital of Xintu Wuhu.

**Subject matter:** All issued shares of Xintu Wuhu.

**Call Right Assets (Group 5):** The Call Right Assets (Group 5) to be acquired under the Sanshan Gaoan Solar Farm Agreement are as follows:

<u>Name of the Call Right Assets (Group 5)</u>	<u>Approved capacity</u> (MW)	<u>Name of the direct holding company</u>	<u>Approved Feed-in-Tariff rate</u> (RMB)	<u>Expected time of completion of construction</u>	<u>Time of commencement of operation</u>
Sanshan Gaoan Solar Farm (三山高安 光伏电站)	30	Xintu Wuhu	0.3844	2nd quarter of 2024	4th quarter of 2023

**Conditions precedent:** Completion under the Sanshan Gaoan Solar Farm Agreement is subject to the following conditions:

(a) all representations and warranties made by Rise Trend and Xinyi Solar remaining true, complete and accurate at all times between the date of the Sanshan Gaoan Solar Farm Agreement and the Completion Date (Group 5), and Rise Trend and Xinyi Solar having performed all of their obligations required to be performed by the Completion Date (Group 5) thereunder and not been in breach of the Sanshan Gaoan Solar Farm Agreement;

- (b) the Purchaser having received a PRC legal opinion dated the Completion Date (Group 5) on Xintu Wuhu confirming, inter alia, its corporate existence, shareholding structure, assets and the validity of its interests in and certain operational aspects and licensing matters of the Call Right Assets (Group 5) under the Sanshan Gaoan Solar Farm Agreement in the form and substance satisfactory to the Purchaser;
- (c) the approval by the XYE Independent Shareholders at the XYE EGM of the resolution(s) approving the Sanshan Gaoan Solar Farm Agreement and the exercise of the Call Option (Group 5) pursuant to the Solar Farm Agreement and the Sanshan Gaoan Solar Farm Agreement; and
- (d) all internal and external approvals required by the parties to the Sanshan Gaoan Solar Farm Agreement for the execution, delivery and performance of the Sanshan Gaoan Solar Farm Agreement (including the shareholders approvals of Xintu Wuhu having been obtained).

If any of the above conditions has not been satisfied in accordance with the Sanshan Gaoan Solar Farm Agreement at or before 1:00 p.m. on or before the Completion Date (Group 5), then unless Rise Trend and the Purchaser agree otherwise in writing, the Completion Date (Group 5) shall be postponed to the Long-stop Date (Group 5).

If any of the above conditions has not been satisfied in accordance with the Sanshan Gaoan Solar Farm Agreement at or before 1:00 p.m. on or before the Long-stop Date (Group 5), then unless Rise Trend and the Purchaser agree otherwise in writing, the Sanshan Gaoan Solar Farm Agreement shall be terminated, and neither parties to the Sanshan Gaoan Solar Farm Agreement shall have any claim or cause of action against the other, save for any antecedent breach and the return of the Call Right Price (Group 5) (to the extent paid by the Purchaser) by the Rise Trend to the Purchaser within five (5) business days after determination of the Sanshan Gaoan Solar Farm Agreement.

As of the date of this joint announcement, none of the above conditions has been satisfied.

**Governing  
Law:**

The laws of the PRC.

## Financial Information on the Target Members (Group 5)

Based on the unaudited combined financial information of the Target Members (Group 5) for the year ended 31 December 2023, the unaudited combined total asset and net asset of the Target Members (Group 5) as of 31 December 2023 amounted to HK\$2,152.1 million and HK\$243.4 million, respectively. As of 31 January 2024, the unaudited combined total asset and net asset of the Target Members (Group 5) amounted to HK\$2,171.4 million and HK\$255.5 million, respectively. The unaudited combined financial information of the Target Members (Group 5) for the two years ended 31 December 2023 and the one month ended 31 January 2024 is as follows:

	Year ended 31 December		One month ended
	2022	2023	31 January 2024
	(HK\$'000)	(HK\$'000)	(HK\$'000)
	(Unaudited)	(Unaudited)	(Unaudited)
Net profit before tax	1,378	7,295	10,150
Net profit after tax	1,402	7,065	10,130
Net profit after tax attributable to equity owners	1,402	7,065	10,130

As of the date of this joint announcement, each of the Target Members (Group 5) is an indirect wholly-owned subsidiary of Xinyi Solar. Upon completion of the transactions contemplated under the Solar Farm (Group 5) Agreements, each of the Target Members (Group 5) will become a wholly-owned subsidiary of Xinyi Energy. As Xinyi Energy is a non-wholly owned subsidiary of Xinyi Solar, each of the Target Members (Group 5) will change to be a non-wholly owned subsidiary of Xinyi Solar.

### Call Right Price of the Solar Farm (Group 5) Agreements

The Call Right Price (Group 5) is determined according to the terms of the Solar Farm Agreement and the Solar Farm (Group 5) Agreements.

The XYE Directors and the XYS Directors have reviewed the formula in determining the Call Right Price (Group 5) and confirm that the Call Right Price (Group 5) would be determined according to the Second Limb.

As of the date of this joint announcement, the Call Right Price (Group 5) has been estimated by Xinyi Solar and Xinyi Energy to be RMB475.0 million (equivalent to HK\$522.9 million).

### **Adjustments to the Call Right Price (Group 5)**

For the purpose of determining the Call Right Price (Group 5), the relevant Vendor under the Solar Farm (Group 5) Agreements shall provide to the Purchaser:

- (a) the unaudited combined accounts of the relevant Target Members (Group 5) (the “**Provisional Closing Accounts**”) as of the close of business on the last day of the previous month prior to the Completion Date (Group 5) *on or before* the Completion Date (Group 5); and
- (b) the unaudited combined accounts of the relevant Target Members (Group 5) (the “**Closing Accounts**”) as of the close of business on the Completion Date (Group 5) within ten (10) business days *after* the Completion Date (Group 5).

The Provisional Closing Accounts and the Closing Accounts shall be prepared by the relevant Target Members (Group 5) to the satisfaction of the Purchaser.

### **Payment Terms of the Solar Farm (Group 5) Agreements**

The Purchaser in each of the Solar Farm (Group 5) Agreements shall pay:

- (a) 90% of the Call Right Price (Group 5) (as determined on the basis of the Provisional Closing Accounts of each Solar Farm (Group 5) Agreements) on the Completion Date (Group 5);
- (b) any shortfall between the Call Right Price (Group 5) (as determined under (a) above) and the Call Right Price (Group 5) (as determined on the basis of the Closing Accounts of each Solar Farm (Group 5) Agreements) within fifteen (15) business days after the Completion Date (Group 5); and
- (c) the remaining 10% of the Call Right Price (Group 5) (on the basis of the Closing Accounts of each Solar Farm (Group 5) Agreements) within twelve (12) months after the Completion Date (Group 5).

The payment of the Call Right Price (Group 5) will be made by Xinyi Energy out of its internal resources and external financial resources available to it.

### **Completion Date of the Solar Farm (Group 5) Agreements**

The Completion Date (Group 5) is on a business day (a) on or before 28 February 2025 or (b) such other date as the relevant Vendor and the Purchaser may agree in writing, but in any event shall not be later than the first anniversary of the date of the Call Notice (Group 5).

## **REASONS FOR AND BENEFITS OF THE EXERCISE OF CALL OPTION (GROUP 5) AND THE ENTERING INTO OF THE SOLAR FARM (GROUP 5) AGREEMENTS**

### **In relation to Xinyi Energy**

The Solar Farm Agreement is an integral part of the spin-off of Xinyi Energy from Xinyi Solar for the purpose of establishing a clear business delineation. The Solar Farm (Group 5) Agreements have been entered into for the purpose of acquiring the Call Right Assets (Group 5) by Xinyi Energy pursuant to the Solar Farm Agreement and the Solar Farm (Group 5) Agreements.

As Mr. LEE Shing Put, B.B.S., Tan Sri Datuk TUNG Ching Sai *P.S.M, D.M.S.M, J.P.* and Mr. LEE Yau Ching are currently XYS Directors, each of them has abstained from voting on the resolutions for considering and approving the entering into of the Solar Farm (Group 5) Agreements and the exercise of the Call Option (Group 5) pursuant to the Solar Farm Agreement and the Solar Farm (Group 5) Agreements.

The XYE Directors (including the members of the XYE Acquisition Committee but excluding the independent non-executive XYE Directors who will express their opinion after considering the advice from the XYE Independent Financial Adviser) consider that it will be in Xinyi Energy's interests and the interest of its shareholders to continue to source construction completed and grid-connected utility-scale ground-mounted solar farm projects from the XYS Group. Given Xinyi Energy's established relationship with Xinyi Solar, its experience, market position, and the fact that Xinyi Solar is Xinyi Energy's holding company, the XYE Directors (including the members of the XYE Acquisition Committee but excluding the independent non-executive XYE Directors who will express their opinion after considering the advice from the XYE Independent Financial Adviser) further consider that the terms of the Solar Farm (Group 5) Agreements (including the amount of Call Right Price (Group 5)) are fair and reasonable and it would be in Xinyi Energy's interests and the interests of its shareholders to exercise the Call Option (Group 5) and enter into the Solar Farm (Group 5) Agreements.

### **In relation to Xinyi Solar**

Upon completion pursuant to the Solar Farm (Group 5) Agreements, each of the Target Members (Group 5) will change from being wholly-owned subsidiaries of Xinyi Solar to non-wholly owned subsidiaries of Xinyi Solar and their financial results will continue to be consolidated into that of the XYS Group. Any difference between the fair value of the Call Right Price (Group 5) and the amount by which the non-controlling interest of the Target Members (Group 5) is adjusted as a result of completion of the Solar Farm (Group 5) Agreements and is recognised in equity attributable to the relevant Vendor. Based on the latest estimated Call Right Price

(Group 5) as of the date of this joint announcement, the XYS Group will recognise a net increase in equity attributable to owners of the Xinyi Solar of HK\$125.8 million. However, the actual financial impact will depend on the final amount of the Call Right Price (Group 5) and the carrying amount of the net assets of the Target Members (Group 5) as of the Completion Date (Group 5). The proceeds from disposal of the Call Right Assets (Group 5) are expected to be used in selected existing business of the XYS Group, i.e. solar glass production capacity expansion, development and construction of solar farm projects as well as general working capital.

As Mr. LEE Shing Put, B.B.S., Tan Sri Datuk TUNG Ching Sai *P.S.M, D.M.S.M, J.P.*, and Mr. LEE Yau Ching are currently XYE Directors, and Dr. LEE Yin Yee, S.B.S. and Mr. LI Man Yin has interests in the share capital of Xinyi Energy, each of them has abstained from voting on the resolutions for considering and approving the entering into of the Solar Farm (Group 5) Agreements. Excluding the XYS Directors who have abstained from voting, the XYS Directors (including the independent non-executive XYS Directors) consider that the terms of the Solar Farm (Group 5) Agreements (including the amount of the Call Right Price (Group 5)) are fair and reasonable and that the disposal of the Call Right Assets (Group 5) and the entering into of the Solar Farm (Group 5) Agreements are beneficial to the XYS Group and the shareholders of Xinyi Solar as it provides a well-defined approach for the XYS Group to dispose of the construction completed and grid connected utility-scale ground-mounted solar farm projects developed or constructed by it at prices which are negotiated on an arm's length basis upon normal commercial terms and in the ordinary and usual course of business of Xinyi Solar's Group. In addition, as Xinyi Energy is a non-wholly owned subsidiary of Xinyi Solar, this will enable Xinyi Solar to continue to share the revenue and profit from the electricity generated from the solar farm projects after the disposal.

## **INFORMATION ON XINYI ENERGY, THE PURCHASER, XINYI SOLAR AND THE VENDORS**

### **Xinyi Energy and the Purchaser**

The XYE Group is a leading non-State owned solar farm owner and operator in the PRC in terms of the approved capacity of the utility-scale ground-mounted solar farm projects in operation owned by the XYE Group and under its management. Established and spun-off from Xinyi Solar, the XYE Group owns and operates utility-scale ground-mounted solar farm projects initially developed and constructed by Xinyi Solar. The Purchaser is an indirect wholly-owned subsidiary of Xinyi Energy and is principally engaged in the management and operation of solar farm in the PRC. As of the date of this joint announcement, Xinyi Energy and its subsidiaries are indirect non-wholly owned subsidiaries of Xinyi Solar.

## **Xinyi Solar and the Vendors**

The XYS Group is principally engaged in the production and sale of solar glass products, which are carried out internationally, through its production complexes in the PRC and Malaysia. In addition, the XYS Group is also engaged in the development of solar farms. Each of the Vendors is an indirect wholly-owned subsidiary of Xinyi Solar and is an investment holding company. As of the date of this joint announcement, Xinyi Solar is owned as to 49.60% by the XYS Controlling Shareholders and their respective associates and 50.40% by members of the public.

## **IMPLICATIONS UNDER THE LISTING RULES**

### **In relation to Xinyi Energy**

As the Solar Farm (Group 4) Agreement and the Solar Farm (Group 5) Agreements were entered into by a member of the XYE Group (as purchaser) and a member of the XYS Group (as vendor) and that the Solar Farm (Group 4) Agreement was entered into within the 12-month period immediately preceding the Solar Farm (Group 5) Agreements, the Solar Farm (Group 4) Transaction and the transactions contemplated under the Solar Farm (Group 5) Agreements should be aggregated pursuant to Rule 14.22 and Rule 14A.81 of the Listing Rules for the purpose of determining the implications under the Listing Rules.

The highest applicable percentage ratio (as defined under the Listing Rules) in relation to the exercise of the Call Option (Group 5) is (a) if aggregated with the exercise of the Call Option (Group 4) for the purpose of the Listing Rules, more than 5% but less than 25% and (b) more than 5% but less than 25% on a stand-alone basis. As such, the exercise of the Call Option (Group 5) would be subject to the reporting and announcement requirements under Chapters 14 and 14A of the Listing Rules and the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

### **In relation to Xinyi Solar**

As of the date of this joint announcement, Xinyi Solar owns 51.60% of the equity interest in Xinyi Energy and remains the single largest shareholder of Xinyi Energy. Xinyi Energy continues to be a non-wholly owned subsidiary of Xinyi Solar. As of the date of this joint announcement, the XYS Controlling Shareholders and their respective associates are interested in 49.60% of the XYS Shares and are also interested in 23.78% of the XYE Shares. Accordingly, Xinyi Energy is a connected subsidiary of Xinyi Solar under Chapter 14A of the Listing Rules.

As the Solar Farm (Group 4) Agreement and the Solar Farm (Group 5) Agreements were entered into by a member of the XYE Group (as purchaser) and a member of the XYS Group (as vendor) and that the Solar Farm (Group 4) Agreement was entered into within the 12-month period immediately preceding the Solar Farm (Group 5) Agreements, the Solar Farm (Group 4) Transaction and the transactions contemplated under the Solar Farm (Group 5) Agreements should be aggregated pursuant to Rule 14.22 and Rule 14A.81 of the Listing Rules for the purpose of determining the implications under the Listing Rules.

The highest applicable percentage ratio (as defined under the Listing Rules) in relation to the disposal of the Call Right Assets (Group 5) is (a) if aggregated with the disposal of the Call Right Assets (Group 4) for the purpose of the Listing Rules, more than 5% but less than 25% and (b) less than 5% on a stand-alone basis. As there has been no change in the terms and conditions of the Solar Farm Agreement since its approval by the XYS Independent Shareholders at the XYS 2018 EGM and that the exercise of the Call Option remains at Xinyi Energy's discretion, the disposal of the Call Right Assets (Group 5) is subject to the reporting and announcement requirements under Chapters 14 and 14A of the Listing Rules but is exempted from re-complying with the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

The Solar Farm Agreement has been approved at the XYS 2018 EGM.

## **XYE EGM AND CLOSURE OF REGISTER OF MEMBERS OF XINYI ENERGY**

The XYE EGM will be held on Friday, 31 May 2024 for the purpose of considering and, if thought fit, approving the Solar Farm (Group 5) Agreements.

The register of members of Xinyi Energy will be closed from Tuesday, 28 May 2024 to Friday, 31 May 2024 (both days inclusive), during which period no transfer of the XYE Shares will be registered. In order to determine the entitlement to attend and vote at the XYE EGM, all share transfer documents accompanied by the relevant share certificates must be lodged with Xinyi Energy's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Monday, 27 May 2024.

The XYE Controlling Shareholders have indicated that they would abstain from voting at the XYE EGM. Save as disclosed above, to the best of knowledge, information and belief having made all reasonable enquiries by the XYE Directors, no other shareholders of Xinyi Energy or any of its associates has a material interest in the Solar Farm (Group 5) Agreements and hence, no other shareholders of Xinyi Energy would be required to abstain from voting on the relevant resolutions to be proposed at the XYE EGM.

A shareholders' circular to be despatched by Xinyi Energy containing, inter alia, (a) further information on the exercise of the Call Option (Group 5) pursuant to the Solar Farm Agreement and the Solar Farm (Group 5) Agreements; (b) a letter of recommendations from the XYE Independent Board Committee; (c) a letter of advice from the XYE Independent Financial Adviser; and (d) a notice of the XYE EGM is expected to be despatched to the shareholders of Xinyi Energy on or before 10 May 2024 in full compliance with the requirements under the Listing Rules.

## **DEFINITIONS USED IN THIS JOINT ANNOUNCEMENT**

Unless the context requires otherwise, the capitalised terms used in this joint announcement shall have the following meanings:

- “associate(s)”** has the meaning ascribed to it under the Listing Rules;
- “Call Notice (Group 5)”** means the notice dated 28 February 2024 delivered by Xinyi Energy to Xinyi Solar for the purpose of exercising the Call Option (Group 5);
- “Call Option”** means the call option granted by Xinyi Solar to Xinyi Energy under the Solar Farm Agreement, pursuant to which Xinyi Energy may acquire from Xinyi Solar the Call Right Assets;
- “Call Option (Group 4)”** refers to the Call Option previously exercised by Xinyi Energy for the acquisition of the Call Right Assets (Group 4);
- “Call Option (Group 5)”** refers to the Call Option currently exercised by Xinyi Energy to acquire the Call Right Assets (Group 5);
- “Call Right Assets”** means the substantially completed construction and grid-connected utility-scale ground-mounted solar farm projects developed or constructed by the XYS Group which include Call Right Assets (Group 4) and Call Right Assets (Group 5) for the purpose of this joint announcement;
- “Call Right Assets (Group 4)”** means the Call Right Assets in the total approved capacity of 636.5 MW agreed to be acquired by Xinyi Energy pursuant to the exercise of the Call Option (Group 4);

<b>“Call Right Assets (Group 5)”</b>	means the eight solar farms in the total approved capacity of 790 MW, namely Kaiping Jinji Solar Farm, Qijing Banzhuang Solar Farm, Qijing Guanqiyang Solar Farm, Qijing Nantoushan Solar Farm, Qijing Yangjiacun Solar Farm, Qijing Yingli Solar Farm, Sanshan Gaoan Solar Farm and Yunfu Solar Farm proposed to be acquired by the Purchaser under the Call Option (Group 5);
<b>“Call Right Price” and “Call Right Price (Group 5)”</b>	means the exercise price in relation to the exercise of the Call Option and Call Option (Group 5);
<b>“Completion Date (Group 5)”</b>	means the date of completion of the sale and purchase transaction contemplated under each of the Solar Farm (Group 5) Agreements, which is expected to be on or before 28 February 2025;
<b>“connected subsidiary”</b>	has the meaning ascribed to it under the Listing Rules;
<b>“Feed-in-Tariff”</b>	means the feed-in-tariff regime currently implemented by the PRC Government for the provision of subsidy, i.e. the tariff adjustment, to the solar farm operators in the PRC by way of tariff adjustment;
<b>“Grand Trend”</b>	means Grand Trend Investment Limited (廣毅投資有限公司), a company established in Hong Kong and a wholly-owned subsidiary of Xinyi Solar;
<b>“HK\$”</b>	means Hong Kong dollars, the lawful currency of Hong Kong;
<b>“Hong Kong”</b>	means The Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Kaiping Jinji Solar Farm”</b>	means Kaiping Jinji Solar Farm (開平金雞光伏電站), the utility-scale ground-mounted solar farm project located in Kaiping County, Guangdong Province, the PRC with an approved capacity of 100 MW, which is operated and wholly-owned by Kaiping Ruide;

<b>“Kaiping Jinji Solar Farm Agreement”</b>	refers to the sale and purchase agreement dated 28 February 2024 and entered into among Grand Trend as vendor, Xinyi Solar and the Purchaser for the disposal of the entire issued share capital of Xinjie Wuhu;
<b>“Kaiping Ruide”</b>	means Kaiping City Ruide Renewable Energy Limited* 開平市睿得新能源有限公司, a company established in the PRC, the sole owner and operator of the Kaiping Jinji Solar Farm and a wholly-owned subsidiary of Xinjie Wuhu;
<b>“Listing Rules”</b>	means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
<b>“Long-stop Date (Group 5)”</b>	means a business day (a) on or before 29 April 2025 or (b) such other date as the relevant Vendor and the Purchaser may agree in writing, but in any event shall not be later than 60 days from the first anniversary of the date of the Call Notice (Group 5);
<b>“MW”</b>	means unit of energy (power), megawatt;
<b>“PRC”</b>	means The People’s Republic of China, excluding Hong Kong, The Macau Special Administrative Region of the People’s Republic of China and Taiwan for the purpose of this joint announcement;
<b>“Purchaser”</b>	means Xinyi Solar (Wuhu) Limited* 信義光能(蕪湖)有限公司, a company established in the PRC and a wholly-owned subsidiary of Xinyi Energy;
<b>“Qujing Banzhuang Solar Farm”</b>	means Qujing Banzhuang Solar Farm (曲靖班莊光伏電站), the utility-scale ground-mounted solar farm project located in Qujing City, Yunnan Province, the PRC with an approved capacity of 150 MW, which is operated and wholly-owned by Xinyun Qujing;

<b>“Qujing Guanqiying Solar Farm”</b>	means Qujing Guanqiying Solar Farm (曲靖關旗營光伏電站), the utility-scale ground-mounted solar farm project located in Qujing City, Yunnan Province, the PRC with an approved capacity of 100 MW, which is operated and wholly-owned by Xinyun Qujing;
<b>“Qujing Nantoushan Solar Farm”</b>	means Qujing Nantoushan Solar Farm (曲靖南頭山光伏電站), the utility-scale ground-mounted solar farm project located in Qujing City, Yunnan Province, the PRC with an approved capacity of 100 MW, which is operated and wholly-owned by Xinyun Qujing;
<b>“Qujing Qiushou”</b>	means Qujing Qiushou Agricultural Development Limited* 曲靖秋收農業開發有限公司, a company established in the PRC and a direct wholly-owned subsidiary of Qujing Yingli;
<b>“Qujing Solar Farm Agreement”</b>	refers to the sale and purchase agreement dated 28 February 2024 and entered into among Sun Wisdom as vendor, Xinyi Solar and the Purchaser for the disposal of the entire issued share capital of Xinyun Qujing;
<b>“Qujing Yangjiacun Solar Farm”</b>	means Qujing Yangjiacun Solar Farm (曲靖楊家村光伏電站), the utility-scale ground-mounted solar farm project located in Qujing City, Yunnan Province, the PRC with an approved capacity of 200 MW, which is operated and wholly-owned by Xinyun Qujing;
<b>“Qujing Yingli”</b>	means Qujing Yingli Solar Power Development Limited* 曲靖英利光伏電力開發有限公司, a company established in the PRC, the sole owner and operator of the Qujing Yingli Solar Farm and a direct wholly-owned subsidiary of Xinyun Qujing;
<b>“Qujing Yingli Solar Farm”</b>	means Qujing Yingli Solar Farm (曲靖英利光伏電站), the utility-scale ground-mounted solar farm project located in Qujing City, Yunnan Province, the PRC with an approved capacity of 10 MW, which is operated and wholly-owned by Qujing Yingli;

<b>“Rise Trend”</b>	means Rise Trend Investment Limited (顯進投資有限公司), a company established in Hong Kong and a wholly-owned subsidiary of Xinyi Solar;
<b>“RMB”</b>	means Renminbi, the lawful currency of the PRC;
<b>“Sanshan Gaoan Solar Farm”</b>	means Sanshan Gaoan Solar Farm (三山高安光伏电站), the utility-scale ground-mounted solar farm project located in Wuhu City, Anhui Province, the PRC with an approved capacity of 30 MW, which is operated and wholly-owned by Xintu Wuhu;
<b>“Sanshan Gaoan Solar Farm Agreement”</b>	refers to the sale and purchase agreement dated 28 February 2024 and entered into among Rise Trend as vendor, Xinyi Solar and the Purchaser for the disposal of the entire issued share capital of Xintu Wuhu;
<b>“Sky Jumbo”</b>	means Sky Jumbo International Limited (天宏國際有限公司), a company incorporated in Hong Kong and a wholly-owned subsidiary of Xinyi Solar;
<b>“Solar Farm Agreement”</b>	means the solar farm agreement dated 5 December 2018 entered by and between Xinyi Solar and Xinyi Energy;
<b>“Solar Farm (Group 4) Agreement”</b>	refers to the sale and purchase agreement dated 28 April 2023 and entered into among Sun Wisdom as vendor, Xinyi Solar and the Purchaser for the acquisition of the Call Rights Assets (Group 4);
<b>“Solar Farm (Group 5) Agreements”</b>	refers to (a) Kaiping Jinji Solar Farm Agreement; (b) Yunfu Solar Farm Agreement; (c) Qujing Solar Farm Agreement; and (d) Sanshan Gaoan Solar Farm Agreement;
<b>“Solar Farm (Group 4) Joint Announcement”</b>	refers to the joint announcement issued by Xinyi Energy and Xinyi Solar dated 28 April 2023;
<b>“Solar Farm (Group 4) Transaction”</b>	means acquisition of the Call Right Assets (Group 4), further information on which is set forth in the Solar Farm (Group 4) Joint Announcement and the XYE Solar Farm (Group 4) Circular and the joint announcement issued by Xinyi Energy and Xinyi Solar dated 28 September 2023;

<b>“Stock Exchange”</b>	means The Stock Exchange of Hong Kong Limited;
<b>“subsidiary(ies)”</b>	has the meaning ascribed to it under the Listing Rules;
<b>“Sun Wisdom”</b>	means Sun Wisdom Development Limited (智日發展有限公司), a company incorporated in Hong Kong and a wholly-owned subsidiary of the Xinyi Solar;
<b>“Target Members (Group 5)”</b>	collectively, Xinjie Wuhu, Kaiping Ruide, Xintu Wuhu, Xinyun Yunfu, Xinyun Qujing, Qujing Yingli and Qujing Qiushou;
<b>“Target Shares (Group 5)”</b>	means the entire issued share capital of the Target Members (Group 5);
<b>“Vendors”</b>	collectively, Grand Trend, Rise Trend, Sky Jumbo and Sun Wisdom;
<b>“Xinjie Wuhu”</b>	means Xinjie Solar (Wuhu) Limited* 信節光能(蕪湖)有限公司, a company established in the PRC and a wholly-owned subsidiary of Grand Trend;
<b>“Xintu Wuhu”</b>	means Wuhu Xintu Renewable Energy Limited* 蕪湖信圖新能源有限公司, a company established in the PRC, the sole owner and operator of the Sanshan Gaoan Solar Farm and a wholly-owned subsidiary of Rise Trend;
<b>“Xinyi Energy”</b>	means Xinyi Energy Holdings Limited (信義能源控股有限公司), a company incorporated in the British Virgin Islands with limited liability, the shares of which are listed on the Stock Exchange (stock code: 03868);
<b>“Xinyi Solar”</b>	means Xinyi Solar Holdings Limited (信義光能控股有限公司), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Stock Exchange (stock code: 00968);

<b>“Xinyun Qujing”</b>	means Xinyun Solar (Qujing) Limited* 信雲光能(曲靖)有限公司, a company established in the PRC, the sole owner and operator of the Qujing Banzhuang Solar Farm, the Qujing Guanqiying Solar Farm, the Qujing Nantoushan Solar Farm and the Qujing Yangjiacun Solar Farm and a wholly-owned subsidiary of Sun Wisdom;
<b>“Xinyun Yunfu”</b>	means Xinyun Renewable Energy (Yunfu) Limited* 信雲新能源(雲浮)有限公司, a company established in the PRC, the sole owner and operator of the Yunfu Solar Farm and a wholly-owned subsidiary of Sky Jumbo;
<b>“XYE Acquisition Committee”</b>	means the acquisition committee of the XYE Board established for the purpose of considering and if appropriate, approving acquisitions of Call Right Assets;
<b>“XYE Board”</b>	means the board of directors of Xinyi Energy;
<b>“XYE Controlling Shareholders”</b>	has the meaning ascribed to it under the Listing Rules and, in the case of Xinyi Energy, refers to Xinyi Solar, Dr. LEE Yin Yee, S.B.S., Datuk Wira TUNG Ching Bor, <i>D.C.S.M.</i> , Tan Sri Datuk TUNG Ching Sai <i>P.S.M., D.M.S.M., J.P.</i> , Mr. LI Man Yin, Mr. NG Ngan Ho, Mr. LI Ching Leung, Mr. LEE Sing Din, Mr. LI Ching Wai, Mr. SZE Nang Sze and their respective controlled corporations;
<b>“XYE Directors”</b>	means the directors of Xinyi Energy;
<b>“XYE EGM”</b>	means the extraordinary general meeting of Xinyi Energy to be held on Friday, 31 May 2024 or any adjournment thereof, to consider and if thought fit, approve, among others, the Solar Farm (Group 5) Agreements, at which the XYE Controlling Shareholders will abstain from voting;
<b>“XYE Group”</b>	means Xinyi Energy and its subsidiaries;

<b>“XYE Independent Board Committee”</b>	means the independent board committee of the Board comprising all the independent non-executive XYE Directors, namely Mr. LEUNG Ting Yuk, The Hon. IP Kwok Him, G.B.M., G.B.S., J.P. and Ms. LYU Fang, established to advise the XYE Independent Shareholders in relation to the exercise of Call Option (Group 5) pursuant to the Solar Farm (Group 5) Agreements and the Solar Farm Agreement;
<b>“XYE Independent Financial Adviser”</b>	means the independent financial adviser to be appointed by the XYE Independent Board Committee to advise the XYE Independent Board Committee and the XYE Independent Shareholders in relation to the exercise of Call Option (Group 5) pursuant to the Solar Farm (Group 5) Agreements and the Solar Farm Agreement;
<b>“XYE Independent Shareholders”</b>	means shareholders of Xinyi Energy other than the XYE Controlling Shareholders;
<b>“XYE Prospectus”</b>	means the prospectus issued by Xinyi Energy dated 15 May 2019;
<b>“XYE Shares”</b>	means the issued shares of Xinyi Energy;
<b>“XYE Solar Farm (Group 4) Circular”</b>	means the circular issued by Xinyi Energy dated 17 May 2023;
<b>“XYS 2018 EGM”</b>	means the extraordinary general meeting of Xinyi Solar held on 21 November 2018;
<b>“XYS Board”</b>	means the board of directors of Xinyi Solar;
<b>“XYS Controlling Shareholders”</b>	has the meaning ascribed to it under the Listing Rules and, in the case of Xinyi Solar, refers to Xinyi Glass Holdings Limited (stock code: 00868) and its subsidiaries, Dr. LEE Yin Yee, S.B.S., Datuk Wira TUNG Ching Bor, <i>D.C.S.M.</i> , Tan Sri Datuk TUNG Ching Sai <i>P.S.M., D.M.S.M., J.P.</i> , Mr. LI Man Yin, Mr. NG Ngan Ho, Mr. LI Ching Leung, Mr. LEE Sing Din, Mr. LI Ching Wai, Mr. SZE Nang Sze, and their respective controlled corporations;
<b>“XYS Directors”</b>	means the directors of Xinyi Solar;

<b>“XYS Group”</b>	means Xinyi Solar and its subsidiaries (other than members of the XYE Group);
<b>“XYS Independent Shareholders”</b>	means shareholders of Xinyi Solar other than the XYS Controlling Shareholders;
<b>“XYS Shares”</b>	means the issued shares of Xinyi Solar;
<b>“XYS Solar Farm Announcement”</b>	means the announcement dated 2 November 2018 issued by Xinyi Solar;
<b>“XYS Solar Farm Circular”</b>	means the shareholders’ circular dated 2 November 2018 issued by Xinyi Solar;
<b>“Yunfu Solar Farm”</b>	means Yunfu Solar Farm (雲浮光伏電站), the utility-scale ground-mounted solar farm project located in Yunfu City, Guangdong Province, the PRC with an approved capacity of 100 MW, which is operated and wholly-owned by Xinyun Yunfu;
<b>“Yunfu Solar Farm Agreement”</b>	refers to the sale and purchase agreement dated 28 February 2024 and entered into among Sky Jumbo as vendor, Xinyi Solar and the Purchaser for the disposal of the entire issued share capital of Xinyun Yunfu; and
<b>“%”</b>	denotes as per cent.

By order of the board of directors of  
**Xinyi Energy Holdings Limited**  
**TUNG Fong Ngai**  
*Executive Director and  
Chief Executive Officer*

By order of the board of directors of  
**Xinyi Solar Holdings Limited**  
**LEE Yau Ching**  
*Executive Director and  
Chief Executive Officer*

Hong Kong, 28 February 2024

*The translation of RMB into HK\$ in this joint announcement is based on the rate of RMB0.9084 = HK\$1.0.*

*No representation is made that any amount in RMB and HK\$ can be or could have been converted at the relevant dates at this rate or any other rates at all.*

*As of the date of this joint announcement, the XYE Board comprises four executive XYE Directors, namely Mr. LEE Shing Put, B.B.S. (Chairman of the XYE Board), Tan Sri Datuk TUNG Ching Sai P.S.M, D.M.S.M, J.P., Mr. TUNG Fong Ngai and Mr. LEE Yau Ching, and three independent non-executive XYE Directors, namely Mr. LEUNG Ting Yuk, The Hon. IP Kwok Him, G.B.M., G.B.S., J.P., and Ms. LYU Fang.*

*As of the date of this joint announcement, the XYS Board comprises four executive XYS Directors, namely Mr. LEE Shing Put, B.B.S. (Vice Chairman of the XYS Board), Mr. LEE Yau Ching, Mr. LI Man Yin, and Mr. CHU Charn Fai, two non-executive XYS Directors, namely Dr. LEE Yin Yee, S.B.S. (Chairman of the XYS Board) and Tan Sri Datuk TUNG Ching Sai P.S.M, D.M.S.M, J.P. (Vice Chairman of the XYS Board), and three independent non-executive XYS Directors, namely Mr. LO Wan Sing, Vincent, Mr. KAN E-ting, Martin and Ms. LEONG Chong Peng.*

*This joint announcement will be published on the websites of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk), Xinyi Energy at [www.xinyienergy.com](http://www.xinyienergy.com), and Xinyi Solar at [www.xinyisolar.com](http://www.xinyisolar.com).*

*\* The English translation of Chinese names or words in this joint announcement, where indicated, is included for information purpose only, and should not be regarded as the official English translation of such Chinese names or words*