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港華智慧能源有限公司
Towngas Smart Energy Company Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1083)

DISCLOSEABLE TRANSACTIONS
DISPOSAL OF EQUITY INTERESTS IN SUBSIDIARIES TO
AN ASSET-BACKED SECURITIES PROGRAM

Reference is made to the announcements issued by the Company on 9th September 2024, 3rd December 2024 and 3rd June 2025 in relation to the ABS Program, the issuance of ABS under phase 1 thereof and the Phase 2 Disposal respectively.

The Phase 3 Disposal

In connection with the establishment of the Phase 3 Program, on 10th November 2025 the Vendor (being a wholly-owned subsidiary of the Company) entered into:

- (a) the Phase 3 SPV Transfer Agreement with the Phase 3 ABS Manager to sell its 100% equity interest in Phase 3 SPV (an investment holding company) to the Phase 3 ABS Manager at a consideration of RMB100,000;
- (b) the Phase 3 ProjectCos Transfer Agreement with Phase 3 SPV to sell 100% equity interests in Phase 3 ProjectCos (which are principally engaged in rooftop photovoltaic power generation and energy storage power station projects in the PRC) to Phase 3 SPV after acquisition of Phase 3 SPV by the Phase 3 ABS Manager under the Phase 3 SPV Transfer Agreement, at a consideration of approximately RMB614.5 million; and
- (c) the Phase 3 Debts Transfer Agreement with the Phase 3 ABS Manager to sell all debts owing to the Vendor by Phase 3 ProjectCos to the Phase 3 ABS Manager at a consideration of approximately RMB194.6 million.

Subscription for ABS and the Phase 3 Program Agreements

On 7th November 2025, the Vendor entered into the Phase 3 Subscription Agreement with the Phase 3 ABS Manager under which the Vendor shall subscribe for the Phase 3 Equity Class Type B ABS in the amount of RMB42 million (representing approximately 5.2% of the total of the principal amounts of the ABS issued under the Phase 3 Issuance) at a subscription price which is equal to such amount.

The Group had also entered into the Phase 3 Program Agreements to support and obtain certain rights in relation to the Phase 3 Program.

Listing Rules Implications

As the highest applicable percentage ratio in respect of the Phase 3 Disposal, on a standalone basis and when aggregated with the Phase 2 Disposal (which on a standalone basis did not constitute a discloseable transaction under Chapter 14 of the Listing Rules), is more than 5% but (even when aggregated with the Phase 1 Disposal) less than 25%, the Phase 2 Disposal (when aggregated with the Phase 3 Disposal) and the Phase 3 Disposal constitute discloseable transactions of the Company under Chapter 14 of the Listing Rules and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

Reference is made to the announcements issued by the Company on 9th September 2024, 3rd December 2024 and 3rd June 2025 in relation to the ABS Program, the issuance of ABS under phase 1 thereof and the Phase 2 Disposal respectively.

THE PHASE 2 TRANSFER AGREEMENTS

In connection with the establishment of the Phase 2 Program, on 3rd June 2025 the Vendor entered into the Phase 2 SPV Transfer Agreement, the Phase 2 ProjectCos Transfer Agreement and the Phase 2 Debts Transfer Agreement. Summarised below are the principal terms of those agreements.

The Phase 2 SPV Transfer Agreement

Parties

- (1) The Vendor, a wholly-owned subsidiary of the Company, as vendor; and
- (2) the Phase 2 ABS Manager, as purchaser.

Subject matter

The Vendor shall sell and the Phase 2 ABS Manager shall purchase the 100% equity interest in Phase 2 SPV held by the Vendor.

Taking effect

The Phase 2 SPV Transfer Agreement took effect from the Phase 2 Program Establishment Date.

Consideration and completion

The Phase 2 ABS Manager shall pay the consideration of RMB100,000 (the “**Phase 2 SPV Transfer Consideration**”) in cash to the Vendor within 5 business days after all of the following conditions have been fulfilled:

- (a) the Phase 2 SPV Transfer Agreement having taken effect;
- (b) the Phase 2 ABS Manager having obtained (i) the register of shareholders, articles of association and capital contribution certificate of Phase 2 SPV with the shareholder of Phase 2 SPV changed to the Phase 2 ABS Manager; and (ii) the certificates and seals of Phase 2 SPV; and
- (c) no material changes having occurred to Phase 2 SPV or the equity interest therein.

The Phase 2 SPV Transfer Consideration was paid on 4th June 2025 after all of the above conditions have been fulfilled.

The Phase 2 SPV Transfer Consideration was determined after arm’s length negotiations between the Vendor and the Phase 2 ABS Manager with reference to the registered and paid up capital of Phase 2 SPV of RMB100,000.

The parties agreed that registration of the change in equity of Phase 2 SPV shall be completed (i.e. obtaining the approval and the amended business licence issued by the relevant industrial and commercial administrative department) within 30 business days after the date of payment of the Phase 2 SPV Transfer Consideration. The registration was completed on 10th June 2025.

The Phase 2 ProjectCos Transfer Agreement

Parties

- (1) The Vendor, a wholly-owned subsidiary of the Company, as vendor; and
- (2) Phase 2 SPV, a wholly-owned subsidiary of the Vendor as at the date of the Phase 2 ProjectCos Transfer Agreement, as purchaser.

Subject matter

The Vendor shall sell and Phase 2 SPV shall purchase the Phase 2 Target Equity Interests.

Taking effect

The Phase 2 ProjectCos Transfer Agreement took effect on 11th June 2025 after all of the following conditions have been fulfilled:

- (a) the Phase 2 Program having been established;
- (b) the Vendor having completed the reorganisation of Phase 2 ProjectCos (i.e. having obtained the new business licences issued by the relevant industrial and commercial administrative department to Phase 2 ProjectCos) and holding 100% of the equity interest in each Phase 2 ProjectCo;
- (c) the Phase 2 ABS Manager having acquired the equity interest in Phase 2 SPV; and
- (d) the Phase 2 ABS Manager having completed the increase in the registered capital of Phase 2 SPV and advance of shareholder's loans to Phase 2 SPV.

Consideration and completion

The consideration for the transfer of the Phase 2 Target Equity Interests is approximately RMB297.7 million (the “**Phase 2 ProjectCos Transfer Consideration**”). The Phase 2 ProjectCos Transfer Consideration was determined after arm's length negotiations between the Vendor and the Phase 2 ABS Manager, which approximates to the appraised premium over the sum of the Group's carrying amounts of the Phase 2 Target Assets as at 31st December 2024 of approximately RMB41.3 million and the sum of the book values of the Group's investment in the Phase 2 ProjectCos as at 30th April 2025 of approximately RMB253.5 million.

Phase 2 SPV shall pay the Phase 2 ProjectCos Transfer Consideration in cash to the Vendor within 5 business days after all of the following conditions have been fulfilled:

- (a) each of the Vendor and Phase 2 SPV having completed its internal procedures for approval of the transaction;
- (b) each Phase 2 ProjectCo having obtained the necessary consent to changes of its equity capital structure under any agreement to which it is a party;
- (c) no third party rights subsisting in the Underlying Assets held by Phase 2 ProjectCos;
- (d) the Vendor and Phase 2 ProjectCos having fulfilled their completion obligations in respect of the transfer of the Phase 2 Target Equity Interests, including delivery of the licences, certificates and seals of Phase 2 ProjectCos to Phase 2 SPV and the Vendor having fulfilled its obligations of capital contributions to Phase 2 ProjectCos;
- (e) the Phase 2 Program having been successfully established, the Phase 2 Program having acquired 100% equity interest in Phase 2 SPV and the Phase 2 Program having completed the arrangements for increasing the registered capital of Phase 2 SPV and advancing shareholder's loans to Phase 2 SPV;
- (f) Phase 2 SPV having assumed effective management of the bank accounts of Phase 2 ProjectCos;

- (g) the Vendor and Phase 2 SPV having confirmed the final amount of the Phase 2 ProjectCos Transfer Consideration in accordance with the provisions of the Phase 2 ProjectCos Transfer Agreement; and
- (h) the Vendor not having breached any of the representations, warranties and undertakings under the Phase 2 ProjectCos Transfer Agreement.

The Phase 2 ProjectCos Transfer Consideration was paid on 16th June 2025 after all of the above conditions have been fulfilled.

The parties shall cooperate to complete the registrations of the changes in equity of Phase 2 ProjectCos, i.e. obtaining the approvals and the amended business licences issued by the relevant industrial and commercial administrative department. The last of the registrations was completed on 16th July 2025.

Replacement or repurchase of unqualified Underlying Assets

If any of the Underlying Assets held by Phase 2 ProjectCos are found to be not meeting the qualifying criteria for inclusion in the asset pool of the Phase 2 Program during the life of the Phase 2 Program:

- (a) Phase 2 SPV may require the Vendor to replace them, at the Vendor's cost, with Underlying Assets which meet such criteria. The valuation of the incoming assets shall be not less than the initial valuation of the outgoing assets for the Phase 2 Disposal, and the pre-tax free cash flow of the incoming assets in the year before the replacement should not be lower than the pre-tax free cash flow of the outgoing assets in the first year according to the initial valuation of the outgoing assets; or
- (b) if the Vendor does not hold qualifying replacement assets or replacement cannot be proceeded with, Phase 2 SPV may require the Vendor to make a repurchase. If the Vendor repurchases the equity interest in a Phase 2 ProjectCo, the repurchase price shall be equal to the initial transfer price of the relevant part of the Phase 2 Target Equity Interests and the corresponding part of the Phase 2 Debts (after deducting the amount of net cash flow contributed by such Phase 2 ProjectCo to the Phase 2 Program). If the Vendor repurchases the unqualified Underlying Assets directly, the repurchase price shall be equal to their initial valuation (after deducting the amount of net cash flow contributed by such Underlying Assets to the Phase 2 Program).

Upon renewal of a term of the Phase 2 Program, the Vendor shall ensure that the Underlying Assets of the Phase 2 Program still meet the qualifying criteria for inclusion in the asset pool of the Phase 2 Program, otherwise replacement or repurchase of unqualified Underlying Assets shall be effected as aforementioned.

The Phase 2 Debts Transfer Agreement

Parties

- (1) The Vendor, a wholly-owned subsidiary of the Company, as vendor; and
- (2) the Phase 2 ABS Manager, as purchaser.

Subject matter

The Vendor shall sell and the Phase 2 ABS Manager shall purchase the Phase 2 Debts.

Taking effect

The Phase 2 Debts Transfer Agreement took effect upon signing.

Consideration and completion

The Phase 2 ABS Manager shall pay the consideration of approximately RMB169.9 million (the “**Phase 2 Debts Transfer Consideration**”) in cash to the Vendor within 30 business days after all of the following conditions have been fulfilled:

- (a) the Phase 2 Program having been established;
- (b) the funds required by the Phase 2 ABS Manager to pay the Phase 2 Debts Transfer Consideration having been fully transferred to the escrow account of the Phase 2 Program; and
- (c) all representations and warranties of the Vendor under the Phase 2 Debts Transfer Agreement being true and valid.

The Phase 2 Debts Transfer Consideration was paid on 4th June 2025 after all of the above conditions have been fulfilled.

The Phase 2 Debts Transfer Consideration is equal to the total amount of the Phase 2 Debts on a dollar for dollar basis, being approximately RMB169.9 million.

The Phase 2 ABS Manager became the owner of the Phase 2 Debts on the Phase 2 Program Establishment Date.

THE PHASE 3 TRANSFER AGREEMENTS

In connection with the establishment of the Phase 3 Program, on 10th November 2025 the Vendor entered into the Phase 3 SPV Transfer Agreement, the Phase 3 ProjectCos Transfer Agreement and the Phase 3 Debts Transfer Agreement. Summarised below are the principal terms of those agreements.

The Phase 3 SPV Transfer Agreement

Parties

- (1) The Vendor, a wholly-owned subsidiary of the Company, as vendor; and
- (2) the Phase 3 ABS Manager, as purchaser.

Subject matter

The Vendor shall sell and the Phase 3 ABS Manager shall purchase the 100% equity interest in Phase 3 SPV held by the Vendor.

Taking effect

The Phase 3 SPV Transfer Agreement will take effect from the Phase 3 Program Establishment Date.

Consideration and completion

The Phase 3 ABS Manager shall pay the consideration of RMB100,000 (the “**Phase 3 SPV Transfer Consideration**”) in cash to the Vendor within 5 business days after all of the following conditions have been fulfilled:

- (a) the Phase 3 SPV Transfer Agreement having taken effect;
- (b) the Phase 3 ABS Manager having obtained (i) the register of shareholders, articles of association and capital contribution certificate of Phase 3 SPV with the shareholder of Phase 3 SPV changed to the Phase 3 ABS Manager; and (ii) the certificates and seals of Phase 3 SPV; and
- (c) no material changes having occurred to Phase 3 SPV or the equity interest therein.

The Phase 3 SPV Transfer Consideration was determined after arm’s length negotiations between the Vendor and the Phase 3 ABS Manager with reference to the registered and paid up capital of Phase 3 SPV of RMB100,000.

The parties agreed that registration of the change in equity of Phase 3 SPV shall be completed (i.e. obtaining the approval and the amended business licence issued by the relevant industrial and commercial administrative department) within 30 business days after the date of payment of the Phase 3 SPV Transfer Consideration.

The Phase 3 ProjectCos Transfer Agreement

Parties

- (1) The Vendor, a wholly-owned subsidiary of the Company, as vendor; and
- (2) Phase 3 SPV, a wholly-owned subsidiary of the Vendor as at the date of the Phase 3 ProjectCos Transfer Agreement, as purchaser.

Subject matter

The Vendor shall sell and Phase 3 SPV shall purchase the Phase 3 Target Equity Interests.

Taking effect

The Phase 3 ProjectCos Transfer Agreement will take effect after all of the following conditions have been fulfilled:

- (a) the Phase 3 Program having been established;
- (b) the Vendor having completed the reorganisation of Phase 3 ProjectCos (i.e. having obtained the new business licences issued by the relevant industrial and commercial administrative department to Phase 3 ProjectCos) and holding 100% of the equity interest in each Phase 3 ProjectCo;
- (c) the Phase 3 ABS Manager having acquired the equity interest in Phase 3 SPV; and
- (d) the Phase 3 ABS Manager having completed the increase in the registered capital of Phase 3 SPV and advance of shareholder's loans to Phase 3 SPV.

Consideration and completion

The consideration for the transfer of the Phase 3 Target Equity Interests is approximately RMB614.5 million (the “**Phase 3 ProjectCos Transfer Consideration**”). The Phase 3 ProjectCos Transfer Consideration was determined after arm's length negotiations between the Vendor and the Phase 3 ABS Manager, which approximates to the appraised premium over the sum of the Group's carrying amounts of the Phase 3 Target Assets as at 30th June 2025 of approximately RMB80.8 million and the sum of the book values of the net assets of Phase 3 ProjectCos as at 30th September 2025 of approximately RMB527.2 million, with adjustments to take into account the capital injection to the Phase 3 ProjectCos of approximately RMB4.6 million in October 2025.

Phase 3 SPV shall pay the Phase 3 ProjectCos Transfer Consideration in cash to the Vendor within 5 business days after all of the following conditions have been fulfilled:

- (a) each of the Vendor and Phase 3 SPV having completed its internal procedures for approval of the transaction;
- (b) each Phase 3 ProjectCo having obtained the necessary consent to changes of its equity capital structure under any agreement to which it is a party;
- (c) no third party rights subsisting in the Underlying Assets held by Phase 3 ProjectCos;
- (d) the Vendor and Phase 3 ProjectCos having fulfilled their completion obligations in respect of the transfer of the Phase 3 Target Equity Interests, including delivery of the licences, certificates and seals of Phase 3 ProjectCos to Phase 3 SPV and the Vendor having fulfilled its obligations of capital contributions to Phase 3 ProjectCos;
- (e) the Phase 3 Program having been successfully established, the Phase 3 Program having acquired 100% equity interest in Phase 3 SPV and the Phase 3 Program having completed the arrangements for increasing the registered capital of Phase 3 SPV and advancing shareholder's loans to Phase 3 SPV;
- (f) Phase 3 SPV having assumed effective management of the bank accounts of Phase 3 ProjectCos;

- (g) the Vendor and Phase 3 SPV having confirmed the final amount of the Phase 3 ProjectCos Transfer Consideration in accordance with the provisions referred to above; and
- (h) the Vendor not having breached any of the representations, warranties and undertakings under the Phase 3 ProjectCos Transfer Agreement.

The parties shall cooperate to complete the registrations of the changes in equity of Phase 3 ProjectCos, i.e. obtaining the approvals and the amended business licences issued by the relevant industrial and commercial administrative department.

Replacement or repurchase of unqualified Underlying Assets

If any of the Underlying Assets held by Phase 3 ProjectCos are found to be not meeting the qualifying criteria for inclusion in the asset pool of the Phase 3 Program during the life of the Phase 3 Program:

- (a) Phase 3 SPV may require the Vendor to replace them, at the Vendor's cost, with Underlying Assets which meet such criteria. The valuation of the incoming assets shall be not less than the initial valuation of the outgoing assets for the Phase 3 Disposal, and the after-tax free cash flow of the incoming assets in the year before the replacement should not be lower than the after-tax free cash flow of the outgoing assets in the first year according to the initial valuation of the outgoing assets; or
- (b) if the Vendor does not hold qualifying replacement assets or replacement cannot be proceeded with, Phase 3 SPV may require the Vendor to make a repurchase. If the Vendor repurchases the equity interest and debts in a Phase 3 ProjectCo, the repurchase price shall be equal to the initial transfer price of the relevant part of the Phase 3 Target Equity Interests and the corresponding part of the Phase 3 Debts (after deducting the amount of net cash flow contributed by such Phase 3 ProjectCo to the Phase 3 Program). If the Vendor repurchases the unqualified Underlying Assets directly, the repurchase price shall be equal to their initial valuation (after deducting the amount of net cash flow contributed by such Underlying Assets to the Phase 3 Program).

Upon renewal of a term of the Phase 3 Program, the Vendor shall ensure that the Underlying Assets of the Phase 3 Program still meet the qualifying criteria for inclusion in the asset pool of the Phase 3 Program, otherwise replacement or repurchase of unqualified Underlying Assets shall be effected as aforementioned.

The Phase 3 Debts Transfer Agreement

Parties

- (1) The Vendor, a wholly-owned subsidiary of the Company, as vendor; and
- (2) the Phase 3 ABS Manager, as purchaser.

Subject matter

The Vendor shall sell and the Phase 3 ABS Manager shall purchase the Phase 3 Debts.

Taking effect

The Phase 3 Debts Transfer Agreement takes effect upon signing.

Consideration and completion

The Phase 3 ABS Manager shall pay the consideration of approximately RMB194.6 million (the “**Phase 3 Debts Transfer Consideration**”) in cash to the Vendor within 30 business days after all of the following conditions have been fulfilled:

- (a) the Phase 3 Program having been established;
- (b) the funds required by the Phase 3 ABS Manager to pay the Phase 3 Debts Transfer Consideration having been fully transferred to the escrow account of the Phase 3 Program; and
- (c) all representations and warranties of the Vendor under the Phase 3 Debts Transfer Agreement being true and valid.

The Phase 3 Debts Transfer Consideration is equal to the total amount of the Phase 3 Debts on a dollar for dollar basis, being approximately RMB194.6 million.

The Phase 3 ABS Manager will become the owner of the Phase 3 Debts on the Phase 3 Program Establishment Date.

THE ABS PROGRAM

General

Pursuant to the ABS Program, certain ABS have been and are to be issued (which may be in tranches from time to time) only to qualified professional institutional investors pursuant to the SZSE Asset-backed Securities Business Rules and for trading among professional institutional investors in accordance with the SZSE’s rules for trading of debt securities. The Group may from time to time dispose of its equity interests in and shareholder’s loans (if any) owed by some of its subsidiaries carrying on the businesses of rooftop photovoltaic power generation and energy storage power station projects in the PRC to the manager(s) of the ABS Program (in their capacity as such). The total current registration amount of the ABS Program is RMB5 billion, and within such amount, ABS may be issued in multiple tranches as and when appropriate.

Please refer to the announcement issued by the Company on 3rd December 2024 in relation to the issuance of ABS under phase 1 of the ABS Program.

The Phase 2 Issuance

The Phase 2 of ABS issued on 4th June 2025 to fund the acquisitions by the Phase 2 ABS Manager pursuant to the Phase 2 Transfer Agreements was comprised of the following:

ABS	Principal amount <i>RMB'</i> <i>million</i>	Percentage of total principal amount of the Phase 2 Issuance
Phase 2 Senior Class ABS	400	85.1%
Phase 2 Equity Class Type A ABS	46	9.8%
Phase 2 Equity Class Type B ABS	24	5.1%
Total:	470	100%

The Phase 2 Senior Class ABS and Phase 2 Equity Class Type A ABS were issued to qualified professional institutional investors who and whose ultimate beneficial owners were, to the best of the Directors' knowledge, information and belief after having made all reasonable enquiry, third parties independent of the Company and connected persons of the Company.

Pursuant to the Phase 2 Subscription Agreement dated 3rd June 2025 entered into between the Vendor and the Phase 2 ABS Manager, all of the Phase 2 Equity Class Type B ABS in the amount of RMB24 million were subscribed for by the Vendor at a subscription price which was equal to such amount. The subscription price was determined based on approximately 5.1% of the total principal amount of the Phase 2 Issuance of approximately RMB470 million which approximated to the same percentage of the Phase 2 SPV Transfer Consideration, the Phase 2 ProjectCos Transfer Consideration and Phase 2 Debts Transfer Consideration in aggregate. The subscription price was paid on 3rd June 2025 in cash, and was funded by internal resources of the Group. The Phase 2 Equity Class Type B ABS are non-transferrable except for intra-group transfers.

Out of the distributions made by the Phase 2 Program from time to time, holders of the Phase 2 Senior Class ABS are entitled to receive up to (but not more than) a fixed rate of return payable annually (which was initially determined based on prevailing market rates, and may be varied upon renewal of the then prevailing term of the Phase 2 Program, the “**Phase 2 Expected Return**”). Distributions to holders of the Phase 2 Equity Class ABS (if any) rank behind distributions of the Phase 2 Expected Return, with holders of Phase 2 Equity Class Type A ABS having priority over holders of Phase 2 Equity Class Type B ABS in receiving up to a specific rate of return. However, entitlement of holders of the Phase 2 Senior Class ABS to the Phase 2 Expected Return ranks behind refund of the Phase 2 Right Maintenance Payment and the Phase 2 Liquidity Support Payment (and interest accrued thereon), if any.

Term and termination of the Phase 2 Program

The Phase 2 Program has a term of 3 years commencing on the Phase 2 Program Establishment Date, which may be renewed for further terms of 3 years each up to a maximum total term of 21 years. A holder of Phase 2 Senior Class ABS or Phase 2 Equity Class Type A ABS may choose to exit, in respect of all or some of such ABS held by such holder, from the Phase 2 Program at the end of the then prevailing term of the Phase 2 Program. A holder of Phase 2 Senior Class ABS may also choose to exit, in respect of all or some of such ABS held by such holder, from the Phase 2 Program when the Phase 2 Program is to end before the expiry of the then prevailing term of the Phase 2 Program.

The Phase 2 Program may be terminated earlier upon occurrence of certain circumstances specified in the terms and conditions of the Phase 2 Program, such as the Phase 2 Transfer Agreements failing to be completed, force majeure events occurring and all assets of the Phase 2 Program having been distributed.

The Phase 3 Issuance

The Phase 3 of ABS issued to fund the acquisitions by the Phase 3 ABS Manager pursuant to the Phase 3 Transfer Agreements will comprise of the following:

ABS	Principal amount <i>RMB'</i> <i>million</i>	Percentage of total principal amount of the Phase 3 Issuance
Phase 3 Senior Class ABS	690	85.0%
Phase 3 Equity Class Type A ABS	80	9.8%
Phase 3 Equity Class Type B ABS	42	5.2%
Total:	812	100%

The Phase 3 Senior Class ABS and Phase 3 Equity Class Type A ABS are to be issued to qualified professional institutional investors who and whose ultimate beneficial owners are, to the best of the Directors' knowledge, information and belief after having made all reasonable enquiry, third parties independent of the Company and connected persons of the Company.

Pursuant to the Phase 3 Subscription Agreement dated 7th November 2025 entered into between the Vendor and the Phase 3 ABS Manager, all of the Phase 3 Equity Class Type B ABS in the amount of RMB42 million shall be subscribed for by the Vendor at a subscription price which is equal to such amount. The subscription price was determined based on approximately 5.2% of the total principal amount of the Phase 3 Issuance of approximately RMB812 million which approximate to the same percentage of the Phase 3 SPV Transfer Consideration, the Phase 3 ProjectCos Transfer Consideration and Phase 3 Debts Transfer Consideration in aggregate. The subscription price was paid on 10th November 2025 in cash, and was funded by internal resources of the Group. The subscription price will be refunded to the Vendor if the Phase 3 Program is not successfully established. The Phase 3 Equity Class Type B ABS are non-transferrable except for intra-group transfers.

Out of the distributions made by the Phase 3 Program from time to time, holders of the Phase 3 Senior Class ABS are entitled to receive up to (but not more than) a fixed rate of return payable annually (which was initially determined based on prevailing market rates, and may be varied upon renewal of the then prevailing term of the Phase 3 Program, the “**Phase 3 Expected Return**”). Distributions to holders of the Phase 3 Equity Class ABS (if any) rank behind distributions of the Phase 3 Expected Return, with holders of Phase 3 Equity Class Type A ABS having priority over holders of Phase 3 Equity Class Type B ABS in receiving up to a specific rate of return. However, entitlement of holders of the Phase 3 Senior Class ABS to the Phase 3 Expected Return ranks behind refund of the Phase 3 Right Maintenance Payment and the Phase 3 Liquidity Support Payment (and interest accrued thereon), if any.

Term and termination of the Phase 3 Program

The Phase 3 Program has a term of 3 years commencing on the Phase 3 Program Establishment Date, which may be renewed for further terms of 3 years each but subject to a maximum total duration of 22 years. A holder of Phase 3 Senior Class ABS or Phase 3 Equity Class Type A ABS may choose to exit, in respect of all or some of such ABS held by such holder, from the Phase 3 Program at the end of the then prevailing term of the Phase 3 Program (for the avoidance of doubt, if a holder does not choose to exit by the end of the seventh term of the Phase 3 Program, he/she/it will be entitled to distribution when the Phase 3 Program is finally terminated). A holder of Phase 3 Senior Class ABS may also choose to exit, in respect of all or some of such ABS held by such holder, from the Phase 3 Program when the Phase 3 Program is to end before the expiry of the then prevailing term of the Phase 3 Program.

The Phase 3 Program may be terminated earlier upon occurrence of certain circumstances specified in the terms and conditions of the Phase 3 Program, such as the Phase 3 Transfer Agreements failing to be completed, force majeure events occurring and all assets of the Phase 3 Program having been distributed.

THE PHASE 2 PROGRAM AGREEMENTS

The Group also entered into the Phase 2 Program Agreements on 29th April 2025 in relation to the Phase 2 Program.

The Phase 2 Right of First Offer Agreement

The Vendor has entered into a right of first offer agreement with the Phase 2 ABS Manager, under which the Vendor is granted a right of first offer to repurchase all the underlying assets of the Phase 2 Program or the Phase 2 Remaining ABS at the end of the then prevailing term of the Phase 2 Program (or when the Phase 2 Program is to end) at a consideration which may result in (a) the holders of the Phase 2 Remaining ABS receiving back the outstanding principal amounts of the ABS held by them; (b) the holders of the Phase 2 Senior Class ABS receiving any outstanding Phase 2 Expected Return; and (c) the holders of the Phase 2 Equity Class ABS receiving the target profits (as determined by the Phase 2 ABS Manager through consultation with the holders of the Phase 2 Equity Class ABS based on the conditions of the Phase 2 Program and market conditions) (the “**Phase 2 Right of First Offer**”).

In consideration of the grant of the Phase 2 Right of First Offer, when annual distributions by the Phase 2 Program are due to be made and while any principal amount of the Phase 2 Senior Class ABS or Phase 2 Expected Return is outstanding, if the Phase 2 Program does not have sufficient distributable funds to make payment of the taxes and expenses in relation to the Phase 2 Program (including the fees of the Phase 2 ABS Manager and custodians, registration and listing fees of the ABS, audit fees, valuation fees, etc.), refund of the Phase 2 Right Maintenance Payment and Phase 2 Liquidity Support Payment previously received by the Phase 2 Program (if any) together with interest accrued thereon and payment of the Phase 2 Expected Return, the Vendor shall provide funding for the shortfall to the Phase 2 Program (the “**Phase 2 Right Maintenance Payment**”). The Phase 2 Program shall be liable to the Vendor for refund of the Phase 2 Right Maintenance Payment together with interest accrued thereon at the rate which is equal to the one year loan prime rate announced by the National Interbank Funding Center as authorised by the People’s Bank of China.

The Phase 2 Liquidity Support Agreement

The Company has entered into a liquidity support agreement with the Phase 2 ABS Manager, under which:

- (a) when any holder of the Phase 2 Senior Class ABS chooses to exit, in respect of all or some of such ABS held by such holder, from the Phase 2 Program at the end of the then prevailing term of the Phase 2 Program or when the Phase 2 Program is to end (and the Phase 2 Right of First Offer is not exercised) and the Phase 2 ABS Manager is not able to match such holder with a purchaser of such ABS held by such holder (or the relevant part thereof), the Company shall purchase such ABS at a consideration which is equal to the principal amounts and Phase 2 Expected Return thereof which are outstanding; and
- (b) if the Vendor fails to make any Phase 2 Right Maintenance Payment in full, the Company shall pay the shortfall to the Phase 2 Program (the “**Phase 2 Liquidity Support Payment**”). The Phase 2 Program shall be liable to the Company for refund of the Phase 2 Liquidity Support Payment together with interest accrued thereon at the rate which is equal to the one year loan prime rate announced by the National Interbank Funding Center as authorised by the People’s Bank of China.

The Phase 2 Operations Management Agreements

The Vendor has entered into (a) an operations management agreement with Phase 2 SPV and the Phase 2 ABS Manager; and (b) an operations management agreement with Phase 2 SPV and Phase 2 ProjectCos, under which the Vendor shall provide operations management services in respect of the Underlying Assets of Phase 2 ProjectCos during the term of the Phase 2 Program in consideration of management fees payable by Phase 2 ProjectCos or Phase 2 SPV.

THE PHASE 3 PROGRAM AGREEMENTS

The Group had also entered into the Phase 3 Program Agreements in relation to the Phase 3 Program.

The Phase 3 Right of First Offer Agreement

The Vendor has entered into a right of first offer agreement with the Phase 3 ABS Manager, under which the Vendor is granted a right of first offer to repurchase all the underlying assets of the Phase 3 Program or the Phase 3 Remaining ABS at the end of the then prevailing term of the Phase 3 Program (or when the Phase 3 Program is to end) at a consideration which may result in (a) the holders of the Phase 3 Remaining ABS receiving back the outstanding principal amounts of the ABS held by them; (b) the holders of the Phase 3 Senior Class ABS receiving any outstanding Phase 3 Expected Return; and (c) the holders of the Phase 3 Equity Class ABS receiving the target profits (as determined by the Phase 3 ABS Manager through consultation with the holders of the Phase 3 Equity Class ABS based on the conditions of the Phase 3 Program and market conditions) (the “**Phase 3 Right of First Offer**”).

In consideration of the grant of the Phase 3 Right of First Offer, when annual distributions by the Phase 3 Program are due to be made and while any principal amount of the Phase 3 Senior Class ABS or Phase 3 Expected Return is outstanding, if the Phase 3 Program does not have sufficient distributable funds to make payment of the taxes and expenses in relation to the Phase 3 Program (including the fees of the Phase 3 ABS Manager and custodians, registration and listing fees of the ABS, audit fees, valuation fees, etc.), refund of the Phase 3 Right Maintenance Payment and Phase 3 Liquidity Support Payment previously received by the Phase 3 Program (if any) together with interest accrued thereon and payment of the Phase 3 Expected Return, the Vendor shall provide funding for the shortfall to the Phase 3 Program (the “**Phase 3 Right Maintenance Payment**”). The Phase 3 Program shall be liable to the Vendor for refund of the Phase 3 Right Maintenance Payment together with interest accrued thereon at the rate which is equal to the one year loan prime rate announced by the National Interbank Funding Center as authorised by the People’s Bank of China.

The Phase 3 Liquidity Support Agreement

The Company has entered into a liquidity support agreement with the Phase 3 ABS Manager, under which:

- (a) when any holder of the Phase 3 Senior Class ABS chooses to exit, in respect of all or some of such ABS held by such holder, from the Phase 3 Program at the end of the then prevailing term of the Phase 3 Program or when the Phase 3 Program is to end (and the Phase 3 Right of First Offer is not exercised) and the Phase 3 ABS Manager is not able to match such holder with a purchaser of such ABS held by such holder (or the relevant part thereof), the Company shall purchase such ABS at a consideration which is equal to the principal amounts and Phase 3 Expected Return thereof which are outstanding; and
- (b) if the Vendor fails to make any Phase 3 Right Maintenance Payment in full, the Company shall pay the shortfall to the Phase 3 Program (the “**Phase 3 Liquidity Support Payment**”). The Phase 3 Program shall be liable to the Company for refund of the Phase 3 Liquidity Support Payment together with interest accrued thereon at the rate which is equal to the one year loan prime rate announced by the National Interbank Funding Center as authorised by the People’s Bank of China.

The Phase 3 Operations Management Agreements

The Vendor has entered into (a) an operations management agreement with Phase 3 SPV and the Phase 3 ABS Manager; and (b) an operations management agreement with Phase 3 SPV and Phase 3 ProjectCos, under which the Vendor shall provide operations management services in respect of the Underlying Assets of Phase 3 ProjectCos during the term of the Phase 3 Program in consideration of management fees payable by Phase 3 ProjectCos or Phase 3 SPV.

INFORMATION ON PHASE 2 SPV AND PHASE 2 PROJECTCOS

Phase 2 SPV was established in April 2025 and is an investment holding company set up for the purpose of acquiring Phase 2 ProjectCos pursuant to the Phase 2 ProjectCos Transfer Agreement after its acquisition by the Phase 2 ABS Manager under the Phase 2 SPV Transfer Agreement.

The unaudited net assets value of Phase 2 SPV as at 30th April 2025 (prepared in accordance with the China Accounting Standards for Business Enterprises) was RMB100,000.

Each Phase 2 ProjectCo is principally engaged in rooftop photovoltaic power generation projects in the PRC.

Set out below is certain unaudited combined financial information of Phase 2 ProjectCos prepared in accordance with the China Accounting Standards for Business Enterprises:

Net assets as at			Net profit before and after taxation for		
31st December 2023 <i>RMB' million</i>	31st December 2024 <i>RMB' million</i>	30th April 2025 <i>RMB' million</i>	the year ended 31st December 2023 <i>RMB' million</i>	the year ended 31st December 2024 <i>RMB' million</i>	the 4 months ended 30th April 2025 <i>RMB' million</i>
212.0	287.9	253.5	8.1 (before tax) 7.7 (after tax)	27.3 (before tax) 27.0 (after tax)	9.7 (before tax) 9.6 (after tax)

VALUATION OF THE PHASE 2 TARGET ASSETS

Valuation

China Faith Appraisers Co., Ltd.* (北京國友大正資產評估有限公司), an independent and qualified valuer, was engaged by the Vendor to conduct a valuation of the Phase 2 Target Assets as at 31st December 2024 and issue the Phase 2 Valuation Report.

Principal assumptions

Set out below are the principal assumptions upon which the valuation was based:

(a) General assumptions:

- (1) the open market assumption – the Phase 2 Target Assets can be acquired or disposed of in an open market;
- (2) the assumption of the continuing use of the assets in situ – the Phase 2 Target Assets will not be physically relocated and will continue to be used at the current locations;
- (3) the transaction assumption – the Phase 2 Target Assets are under disposal process;
- (4) the continuing operation assumption – the Phase 2 Target Assets will continue to be in operation;
- (5) that there will be no substantial change in the macro-political, economic and social environment at the location of the Phase 2 Target Assets;
- (6) that there will be no substantial change in the exchange rates, interest rates, tax burden, inflation, population and industrial policies;
- (7) that there will be no substantial change in the applicable laws, administrative regulations, policies, and socio-economic environment;
- (8) that the market and technology in respect of the industry and field of the Phase 2 Target Assets are in a state of normal development, and there will be no drastic change of such market or technology;
- (9) that the main operating assets will be utilised effectively, and there will be no idle or other ineffective utilisation of such assets;
- (10) that there will be no substantial change in the human resources and management team, and the current manner of operation will be maintained;
- (11) that related party transactions will be conducted at fair market price;
- (12) that the future accounting policies will be basically consistent with the accounting policies adopted when preparing the Phase 2 Valuation Report in all material respects;
- (13) that the Phase 2 Target Assets will be able to receive due payment of electricity charges as expected;
- (14) that the historical consumption ratio in respect of electricity generated by the Phase 2 Target Assets is a reflection of their actual consumption ratio;
- (15) that the information provided by the Vendor and relevant parties is true, legal and complete; and

- (16) that there are no force majeure events that significantly impact on business operations.
- (b) Specific assumptions and qualifications
 - (1) The forecast of future power generation was based on a simulation of power generation using a software tool.
 - (2) The forecast expiration date for each project was the earliest of (i) the expiry date of the land use rights of the real estate in which the Phase 2 Target Assets are situated; (ii) the date of handing back of such real estate under the signed energy management contracts for the project; and (iii) the end of the useful life of the equipment of the project.
 - (3) The valuation was made on the premise that the property right holders had complete property ownership rights.
 - (4) The entrusted operating expenses in future years were forecast based on the Phase 2 Operational Management Agreements.

Valuation methodology adopted by the Valuer

Having considered the applicability of the three basic approaches to valuation (namely the cost approach, the market approach and the income approach), the Valuer adopted the income approach in deriving the appraised value of the Phase 2 Target Assets for the following reasons:

- (a) The cost approach was not adopted because the purpose of the valuation was for subscription of securities for investment, and the investors would be concerned about the future cashflow brought by or market transaction value of the assets, the assessment of which would be different from that under the cost approach.
- (b) The market approach was not adopted because there were only relatively few market transactions of the same asset class for reference and the operational and financial data of comparable publicly listed companies were not readily available for calculation of the applicable value ratios.
- (c) Since the Phase 2 Target Assets had a record of relatively stable income from electricity power generation in previous years and a clear budget planning for costs and expenses, forecast of the future cash flow could be made. Therefore, the Valuer adopted the discounted cash flow method under the income approach.

Quantitative input and analysis of the valuation

The appraised value of the Phase 2 Target Assets (“P”) was arrived at according to the following formula:

$$P = \sum_{i=1}^n \frac{R_i}{(1+r)^i}$$

where: R_i = the free cash flows before taxation of the Phase 2 Target Assets in the i^{th} year;
 r = the discount rate; and
 n = the number of future years of continuing operation of the Phase 2 Target Assets.

A. Forecast of the free cash flows before taxation of the Phase 2 Target Assets (R_i)

Forecast of revenue

The income from rooftop photovoltaic power generation were divided into electricity sold back to the grid, electricity sold to customers and government subsidies. The electricity sales price and the portion of electricity generated sold to the grid and customers were forecast using the average annual electricity price and customer usage in 2024. Government subsidies were estimated according to the published subsidy price per unit and the prescribed life cycle utilisation hours.

The annual attenuation rate adopted for rooftop photovoltaic solar panels ranged from 0.55% to 0.7% depending on the technology used in the solar panels.

Forecast of operating costs

The operating costs consisted of entrusted operating expenses and depreciation and amortisation expenses.

Based on the Phase 2 Operations Management Agreements, operation management fees would be charged at the rate of RMB120 per kW for the first year, and a 1% increase per year was adopted for the forecast.

The following parameters were applied for depreciation and amortisation expenses:

Type of equipment	Depreciation method	Depreciation period (years)	Residual value rate (%)	Annual depreciation rate (%)
Machinery	Straight-line depreciation	20-25	5.00	3.80-4.75
Electronic equipment	Straight-line depreciation	5-10	5.00	9.50-19.00

Value-added tax (“VAT”), other taxes and surcharges

For the forecast, the following current rates of VAT and other taxes and surcharges were applied:

Type of tax or surcharge	Rate
Output VAT in respect of taxable revenue from sales of electricity	13%
Input VAT in respect of operation and maintenance expenses	6%
City maintenance and construction tax	7% / 5%
Education surcharge	3%
Local education surcharge	2%

Forecast of capital expenses

Capital expenses had been taken into account under the forecast of operating costs.

Forecast of working capital

$$\text{Working capital} = \text{minimum annual operating cash required} + \text{operating assets} - \text{operating liabilities}$$

where:

- (a) forecast of minimum annual operating cash required was based on the scale of cash payment and payment settlement cycle;
- (b) the balance of accounts receivable for a year was forecast based on the forecast income (mainly from sales of electricity) for the year and its collection cycle;
- (c) the balance of accounts payable (mainly various expenses such as entrusted operating expenses and various taxes) for a year was forecast based on the forecast costs and their payment cycle; and
- (d) the additional amount of working capital required for a year was calculated as the difference between the working capital required for the year less the working capital required for the previous year.

Cash flow forecast

The key projected items of the cash flow forecast for the forecast period (R_i) are set out as follows:

Unit: RMB'million

	2025	2026	2027	2028	2029	2030-2049
Revenue	52	52	51	51	50	813
Cost of sales	26	26	26	26	27	433
Depreciation	15	15	15	15	15	219
Free cash flow before taxation	35	38	40	39	39	616

B. The discount rate (r)

The weighted average cost of capital before tax (WACC before tax) was adopted as the discount rate and was arrived at according to the following formula:

$$r = (r_d \times w_d + r_e \times w_e) / (1 - t)$$

where: r = the discount rate (WACC before tax);

r_d = the cost of debt;

w_d = the debt to capital ratio;

r_e = the cost of equity;

w_e = the equity to capital ratio; and

t = the applicable Enterprise Income Tax rate.

The cost of equity (r_e) was arrived at using the capital asset pricing model (CAPM), and according to the following formula:

$$r_e = r_f + \beta (r_m - r_f) + \varepsilon$$

where: r_f = the risk free rate;

β = the beta coefficient (levered beta);

r_m = the market return; and

ε = the firm specific risk premium.

The key parameters for determining the cost of equity (r_e) were as follows:

Parameter	Value			Source
	Nil Enterprise Income Tax rate	Half Enterprise Income Tax rate (12.5%)	Full Enterprise Income Tax rate (25%)	
Risk free rate (r_f)	3.40%	3.40%	3.40%	10+ years PRC government bond yield
Market return (r_m)	8.71%	8.71%	8.71%	Historical average return of the CSI 300 since its publication
Beta (levered beta)	1.0947	1.0141	0.9334	With reference to comparable companies
Firm specific risk premium (ϵ)	3.00%	3.00%	3.00%	Firm specific risk premium was added after considering the scale, business operation and locations of the Phase 2 Target Assets
Cost of equity (r_e)	12.21%	11.78%	11.36%	

Levered beta (β) was arrived at according to the following formula:

$$\beta = \beta_u \times [1 + (1 - t) D/E]$$

where: β_u = Unlevered beta;
D/E= debt to equity ratio; and
t = Enterprise Income Tax rate.

The comparable companies referenced for calculation of beta and debt to equity ratio were as follows:

Company	Stock code	Debt to equity ratio (D/E) (%)	Unlevered beta (β_u)
Zhejiang Provincial New Energy Investment Group Co., Ltd.* (浙江省新能源投資集團股份有限公司)	600032.SH	183.0008	0.4199
NYOCOR Company Limited* (金開新能源股份有限公司)	600821.SH	208.8318	0.2696
Ningxia Jiaze Renewables Corporation Limited* (寧夏嘉澤新能源股份有限公司)	601619.SH	166.0248	0.3260
Zhejiang Sunoren Solar Technology Co.,Ltd.* (浙江芯能光伏科技股份有限公司)	603105.SH	43.5938	0.5309
Cecep Solar Energy Co., Ltd.* (中節能太陽能股份有限公司)	000591.SZ	115.8138	0.7019
Average		143.4530	0.4497

The Valuer had selected the same comparable companies (which are companies listed on stock exchanges in the PRC) as those selected for the valuation of the target assets of the Phase 1 Disposal as disclosed in the announcement of the Company dated 3rd December 2024. The same comparable companies were selected as (i) the purposes of the valuations were the same, both being for the issue of ABS under the ABS Program; (ii) there was no material change in the business operation and competitive environment of the comparable companies since the valuation date in relation to the Phase 1 Disposal up till the date of the Phase 2 Valuation Report; and (iii) the subscribers of the ABS issued under the Phase 2 Program were also qualified professional institutional investors in the PRC who could trade their ABS on the Shenzhen Stock Exchange.

The key parameters for determining the weighted average cost of capital were as follows:

Parameter	Value			Source
	Nil Enterprise Income Tax rate	Half Enterprise Income Tax rate (12.5%)	Full Enterprise Income Tax rate (25%)	
Cost of debt (r_d)	3.60%	3.15%	2.70%	5+ years PRC loan prime rate of December 2024 (r_0) multiplied by $(1 - \text{Enterprise Income Tax rate})$
Cost of equity (r_e)	12.21%	11.78%	11.36%	As calculated
Debt to capital ratio (w_d)	58.92%	58.92%	58.92%	With reference to comparable companies
Equity to capital ratio (w_e)	41.08%	41.08%	41.08%	With reference to comparable companies
WACC	7.14%	6.70%	6.26%	
WACC before tax (discount rate, r)	7.14%	7.66%	8.35%	

According to the relevant tax law in the PRC, the Phase 2 ProjectCos are entitled to an Enterprise Income Tax rate of nil in the first to third year from the year first generating revenue and half of the standard Enterprise Income Tax rate (12.5%) in the fourth to sixth year.

C. The number of future years of continuing operation of the Target Assets (n)

The designed useful life of photovoltaic power generation equipment was 25 years. As the Phase 2 Target Assets were fully connected to the grid by 27th December 2024 at the latest, the forecast period ended on 26th December 2049 at the latest.

D. Residual value of the assets

A residual value of 5% is applied to the assets at the end of the useful life.

Valuation conclusion

Based on the above, the appraised value of the Phase 2 Target Assets as at 31st December 2024 was RMB386.9 million.

INFORMATION ON PHASE 3 SPV AND PHASE 3 PROJECTCOS

Phase 3 SPV was established in August 2025 and is an investment holding company set up for the purpose of acquiring Phase 3 ProjectCos pursuant to the Phase 3 ProjectCos Transfer Agreement after its acquisition by the Phase 3 ABS Manager under the Phase 3 SPV Transfer Agreement.

The unaudited net assets value of Phase 3 SPV as at 30th September 2025 (prepared in accordance with the China Accounting Standards for Business Enterprises) was RMB100,000.

Each Phase 3 ProjectCo is principally engaged in rooftop photovoltaic power generation projects or energy storage power station projects in the PRC.

Set out below is certain unaudited combined financial information of Phase 3 ProjectCos prepared in accordance with the China Accounting Standards for Business Enterprises:

Net assets as at			Net profit before and after taxation for		
31st December 2023 <i>RMB' million</i>	31st December 2024 <i>RMB' million</i>	30th September 2025 <i>RMB' million</i>	the year ended 31st December 2023 <i>RMB' million</i>	the year ended 31st December 2024 <i>RMB' million</i>	the 9 months ended 30th September 2025 <i>RMB' million</i>
412.1	518.0	527.2	23.4 (before tax) 21.6 (after tax)	35.6 (before tax) 31.3 (after tax)	53.5 (before tax) 50.0 (after tax)

VALUATION OF THE PHASE 3 TARGET ASSETS

Valuation

China Faith Appraisers Co., Ltd.* (北京國友大正資產評估有限公司), an independent and qualified valuer, was engaged by the Vendor to conduct a valuation of the Phase 3 Target Assets as at 30th June 2025 and issue the Phase 3 Valuation Report.

Principal assumptions

Set out below are the principal assumptions upon which the valuation was based:

(a) General assumptions:

- (1) the open market assumption – the Phase 3 Target Assets can be acquired or disposed of in an open market;
- (2) the assumption of the continuing use of the assets in situ – the Phase 3 Target Assets will not be physically relocated and will continue to be used at the current locations;
- (3) the transaction assumption – the Phase 3 Target Assets are under disposal process;

- (4) the continuing operation assumption – the Phase 3 Target Assets will continue to be in operation;
- (5) that there will be no substantial change in the macro-political, economic and social environment at the location of the Phase 3 Target Assets;
- (6) that there will be no substantial change in the exchange rates, interest rates, tax burden, inflation, population and industrial policies;
- (7) that there will be no substantial change in the applicable laws, administrative regulations, policies and socio-economic environment;
- (8) that the market and technology in respect of the industry and field of the Phase 3 Target Assets are in a state of normal development, and there will be no drastic change of such market or technology;
- (9) that the main operating assets will be utilised effectively, and there will be no idle or other ineffective utilisation of such assets;
- (10) that there will be no substantial change in the human resources and management team, and the current manner of operation will be maintained;
- (11) that related party transactions will be conducted at fair market price;
- (12) that the future accounting policies will be basically consistent with the accounting policies adopted when preparing the Phase 3 Valuation Report in all material respects;
- (13) that the Phase 3 Target Assets will be able to receive due payment of electricity charges as expected;
- (14) that the historical consumption ratio in respect of electricity generated by the Phase 3 Target Assets is a reflection of their actual consumption ratio;
- (15) that the information provided by the Vendor and relevant parties is true, legal and complete; and
- (16) that there are no force majeure events that significantly impact on business operations.

(b) Specific assumptions and qualifications

- (1) The forecast of future power generation was based on a simulation of power generation using a software tool.
- (2) The forecast expiration date for each project was the earliest of (i) the expiry date of the land use rights of the real estate in which the Phase 3 Target Assets are situated; (ii) the date of handing back of such real estate under the signed energy management contracts for the project; and (iii) the end of the useful life of the equipment of the project.

- (3) The valuation was made on the premise that the property right holders had complete property ownership rights.
- (4) The entrusted operating expenses in future years were forecast based on the Phase 3 Operational Management Agreements.
- (5) After certain changes to electricity price regulations promulgated by the Jiangsu Provincial Development and Reform Commission and the Anhui Provincial Development and Reform Commission in 2025, the time-of-use electricity prices in Jiangsu and Anhui were adjusted. The average unit price of actual settlement of electricity power during the period from June to July 2025 was used as the basis for forecast.

Valuation methodology adopted by the Valuer

Having considered the applicability of the three basic approaches to valuation (namely the cost approach, the market approach and the income approach), the Valuer adopted the income approach in deriving the appraised value of the Phase 3 Target Assets for the following reasons:

- (a) The cost approach was not adopted because the purpose of the valuation was for subscription of securities for investment, and the investors would be concerned about the future cashflow brought by or market transaction value of the assets, the assessment of which would be different from that under the cost approach.
- (b) The market approach was not adopted because there were only relatively few market transactions of the same asset class for reference and the operational and financial data of comparable publicly listed companies were not readily available for calculation of the applicable value ratios.
- (c) Since the Phase 3 Target Assets had a record of relatively stable income from electricity power generation in previous years and a clear budget planning for costs and expenses, forecast of the future cash flow could be made. Therefore, the Valuer adopted the discounted cash flow method under the income approach.

Quantitative input and analysis of the valuation

The appraised value of the Phase 3 Target Assets (“P”) was arrived at according to the following formula:

$$P = \sum_{i=1}^n \frac{R_i}{(1+r)^i}$$

where: R_i = the free cash flows before taxation of the Phase 3 Target Assets in the i^{th} year;
 r = the discount rate; and
 n = the number of future years of continuing operation of the Phase 3 Target Assets.

A. Forecast of the free cash flows before taxation of the Phase 3 Target Assets (R)

Forecast of revenue

The income from rooftop photovoltaic power generation were divided into electricity sold back to the grid, electricity sold to customers and government subsidies. The sales prices of electricity sold back to the grid and customers were forecast using the average prices for the six months from January to June 2025. The ratio of customer usage to sales back to the grid was forecast using the average for the year ended 31st December 2024 and the six months from January to June 2025. Government subsidies were estimated according to the published subsidy price per unit and the prescribed life cycle utilisation hours. The income from energy storage power stations was derived from the average unit sale price of the electricity (being the price difference between the peak price and the valley price) for the six months from January to June 2025.

The annual attenuation rate adopted for rooftop photovoltaic solar panels ranged from 0.55% to 0.7% depending on the technology used in the solar panels. For energy storage power stations, future annual charge and discharge capacity was assessed based on the designed storage capacity of 7.75MWH and a daily average of two charges and two discharges, theoretical charge and discharge upper limits and system efficiency, factoring in the chemical battery's charge and discharge cycle loss rate.

Forecast of operating costs

The operating costs consisted of entrusted operating expenses and depreciation and amortisation expenses.

Based on the Phase 3 Operations Management Agreements, operation management fees would be charged at the rate of RMB0.12 per W for the first year for rooftop photovoltaic power generation and at the rate of RMB0.06 per W for the first year for energy storage power station, and a 1% increase per year was adopted for the forecast.

The following parameters were applied for depreciation and amortisation expenses:

Type of equipment	Depreciation method	Depreciation period (years)	Residual value rate (%)	Annual depreciation rate (%)
Machinery	Straight-line depreciation	20-25	5.00	3.80-4.75
Electronic equipment	Straight-line depreciation	5-10	5.00	9.50-19.00

Value-added tax ("VAT"), other taxes and surcharges

For the forecast, the following current rates of VAT and other taxes and surcharges were applied:

Type of tax or surcharge	Rate
Output VAT in respect of taxable revenue from sales of electricity	13%
Input VAT in respect of operation and maintenance expenses	6%
City maintenance and construction tax	7% / 5%
Education surcharge	3%
Local education surcharge	2%

Forecast of capital expenses

Capital expenses had been taken into account under the forecast of operating costs.

Forecast of working capital

Working capital = minimum annual operating cash required + operating assets
- operating liabilities

where:

- (a) forecast of minimum annual operating cash required was based on the scale of cash payment and payment settlement cycle;
- (b) the balance of accounts receivable for a year was forecast based on the forecast income (mainly from sales of electricity) for the year and its collection cycle;
- (c) the balance of accounts payable (mainly various expenses such as entrusted operating expenses and various taxes) for a year was forecast based on the forecast costs and their payment cycle; and
- (d) the additional amount of working capital required for a year was calculated as the difference between the working capital required for the year less the working capital required for the previous year.

Cash flow forecast

The key projected items of the cash flow forecast for the forecast period (R_i) are set out as follows:

Unit: RMB'million

	July to December 2025	2026	2027	2028	2029	2030- 2050
Revenue	47	93	92	92	91	1,479
Cost of sales	23	46	46	46	46	799
Depreciation	12	24	24	24	24	368
Free cash flow before taxation	27	70	70	69	68	1,054

B. The discount rate (r)

The weighted average cost of capital before tax (WACC before tax) was adopted as the discount rate and was arrived at according to the following formula:

$$r = (r_d \times w_d + r_e \times w_e) / (1 - t)$$

where: r = the discount rate (WACC before tax);

r_d = the cost of debt;

w_d = the debt to capital ratio;

r_e = the cost of equity;

w_e = the equity to capital ratio; and

t = the applicable Enterprise Income Tax rate.

The cost of equity (r_e) was arrived at using the capital asset pricing model (CAPM), and according to the following formula:

$$r_e = r_f + \beta (r_m - r_f) + \varepsilon$$

where: r_f = the risk free rate;

β = the beta coefficient (levered beta);

r_m = the market return; and

ε = the firm specific risk premium.

The key parameters for determining the cost of equity (r_e) for fixed/variable sales prices were as follows:

Parameter	Value			Source
	Nil Enterprise Income Tax rate	Half Enterprise Income Tax rate (12.5%)	Full Enterprise Income Tax rate (25%)	
Risk free rate (r_f)	3.29%	3.29%	3.29%	10+ years PRC government bond yield
Market return (r_m)	8.53%	8.53%	8.53%	Historical average return of the CSI 300 since its publication
Beta (levered beta)	1.1203	1.0348	0.9493	With reference to comparable companies
Firm specific risk premium (ϵ)	3.00%/3.50%	3.00%/3.50%	3.00%/3.50%	Firm specific risk premium was added after considering the scale, business operation and locations of the Phase 3 Target Assets
Cost of equity (r_e)	12.16%/12.66%	11.71%/12.21%	11.26%/11.76%	

Levered beta (β) was arrived at according to the following formula:

$$\beta = \beta_u \times [1 + (1 - t) D/E]$$

where: β_u = Unlevered beta;
 D/E = debt to equity ratio; and
 t = Enterprise Income Tax rate.

The comparable companies referenced for calculation of beta and debt to equity ratio were as follows:

Company	Stock code	Debt to equity ratio (D/E) (%)	Unlevered beta (β_u)
Zhejiang Provincial New Energy Investment Group Co., Ltd.* (浙江省新能源投資集團股份有限公司)	600032.SH	198.1668	0.3980
NYOCOR Company Limited* (金開新能源股份有限公司)	600821.SH	245.2502	0.2664
Ningxia Jiaze Renewables Corporation Limited* (寧夏嘉澤新能源股份有限公司)	601619.SH	158.4342	0.3211
Zhejiang Sunoren Solar Technology Co., Ltd.* (浙江芯能光伏科技股份有限公司)	603105.SH	49.8623	0.5208
Cecep Solar Energy Co., Ltd.* (中節能太陽能股份有限公司)	000591.SZ	132.5027	0.6746
Average		156.8432	0.4362

The Valuer had selected the same comparable companies (which are companies listed on stock exchanges in the PRC) as those selected for the valuation of the target assets of the Phase 1 Disposal as disclosed in the announcement of the Company dated 3rd December 2024 and the Phase 2 Target Assets as disclosed above. The same comparable companies were selected as (i) the purposes of the valuations were the same, all being for the issue of ABS under the ABS Program; (ii) there was no material change in the business operation and competitive environment of the comparable companies since the valuation date in relation to the Phase 1 Disposal up till the date of the Phase 3 Valuation Report; and (iii) the subscribers of the ABS issued under the Phase 3 Program were also qualified professional institutional investors in the PRC who could trade their ABS on the Shenzhen Stock Exchange.

The key parameters for determining the discount rate (r) for fixed/variable sales prices were as follows:

Parameter	Value			Source
	Nil Enterprise Income Tax rate	Half Enterprise Income Tax rate (12.5%)	Full Enterprise Income Tax rate (25%)	
Cost of debt (r_d)	3.50%	3.06%	2.63%	5+ years PRC loan prime rate of June 2025 (r_0) multiplied by (1 – Enterprise Income Tax rate)
Cost of equity (r_e)	12.16%/ 12.66%	11.71%/ 12.21%	11.26%/ 11.76%	As calculated
Debt to capital ratio (w_d)	61.07%	61.07%	61.07%	With reference to comparable companies
Equity to capital ratio (w_e)	38.93%	38.93%	38.93%	With reference to comparable companies
WACC	6.87%/ 7.07%	6.43%/ 6.62%	5.99%/ 6.18%	
WACC before tax (discount rate, r)	6.87%/ 7.07%	7.35%/ 7.57%	7.99%/ 8.24%	

According to the relevant tax law in the PRC, the Phase 3 ProjectCos are entitled to an Enterprise Income Tax rate of nil in the first to third year from the year first generating revenue and half of the standard Enterprise Income Tax rate (12.5%) in the fourth to sixth year.

C. The number of future years of continuing operation of the Target Assets (n)

The designed useful life of photovoltaic power generation equipment was 25 years. The designed useful life of energy storage facility equipment (calculated by converting the designed number of charge-discharge cycles into years) was 10 years. As the Phase 3 Target Assets were fully connected to the grid by 31st May 2025 at the latest, the forecast period ended on 30th May 2050 at the latest.

D. Residual value of the assets

A residual value of 5% is applied to the assets at the end of the useful life.

Valuation conclusion

Based on the above, the appraised value of the Phase 3 Target Assets as at 30th June 2025 was RMB682.5million.

THE REPORTING ACCOUNTANTS AND THE FINANCIAL ADVISER

As the appraised values of the Phase 2 Target Assets and the Phase 3 Target Assets were determined by the Valuer based on the discounted cash flow method under the income approach, such valuations are regarded as a profit forecasts under Rule 14.61 of the Listing Rules.

The Financial Adviser, the Company's financial adviser, has reviewed the Phase 2 Valuation Report and the Phase 3 Valuation Report and confirms that it is satisfied that the profit forecasts upon which the valuations were based were made by the Directors after due and careful enquiry.

The Reporting Accountants, the reporting accountants of the Company, has been engaged in accordance with the Hong Kong Standard on Assurance Engagement 3000 (Revised) "Assurance Engagements Other Than Audits or Reviews of Historical Financial Information" issued by the Hong Kong Institute of Certified Public Accountants to report on the calculations of the profit forecasts but not on the accounting policies as the profit forecasts relate to discounted future estimated cash flows and no accounting policies have been adopted in its preparation.

A report from the Reporting Accountants and a letter from the Financial Adviser in relation to the profit forecasts upon which the valuations were based are set out in Appendix I and Appendix II to this announcement respectively.

The qualifications of the Reporting Accountants, the Financial Adviser and the Valuer are as follows:

Name	Qualification
SHINEWING (HK) CPA Limited	Certified Public Accountants
Messis Capital Limited	Corporation licensed to carry on Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
China Faith Appraisers Co., Ltd.* (北京國友大正資產評估有限公司)	Professional valuer

As at the date of this announcement, none of the Reporting Accountants, the Financial Adviser and the Valuer has any shareholding in any member of the Group or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for any securities in any member of the Group.

Each of the Reporting Accountants, the Financial Adviser and the Valuer has given and has not withdrawn its written consent to the issue of this announcement with the inclusion of its opinions, letters or reports and the references to its name, in the form and context in which they respectively appear.

REASONS FOR AND BENEFITS OF THE DISPOSALS AND THE SUBSCRIPTIONS OF ABS

The ABS Program is the first asset-backed securities program to be established through acquisition of rooftop photovoltaic power generation and energy storage power station assets from a company listed on the Stock Exchange. This facilitates the Group's access to the capital markets in the PRC, thereby broadening the Group's financing channels. In addition, the Group's existing solar photovoltaics and energy storage power station assets can be securitised to improve liquidity. By subscribing for the Phase 2 Equity Class Type B ABS and Phase 3 Equity Class Type B ABS, the Group will retain stakes in Phase 2 ProjectCos and Phase 3 ProjectCos and continue to share in the profits generated.

The Company intends to utilise the net proceeds from the Disposals (and has utilised in part the net proceeds from the Phase 2 Disposal) for investments in rooftop photovoltaic power generation and energy storage power station projects, repayment of bank borrowings and general working capital purpose.

The Directors consider that notwithstanding that the Disposals, the subscription for the Phase 2 Equity Class Type B ABS under the Phase 2 Subscription Agreement, the subscription for the Phase 3 Equity Class Type B ABS under the Phase 3 Subscription Agreement, the Phase 2 Program Agreements and the Phase 3 Program Agreements are not in the ordinary and usual course of business of the Group, the terms of the Phase 2 Transfer Agreements, the Phase 2 Subscription Agreement, the Phase 2 Program Agreements, the Phase 3 Transfer Agreements, the Phase 3 Subscription Agreement and the Phase 3 Program Agreements and the transactions contemplated thereunder are on normal commercial terms, and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole.

FINANCIAL EFFECTS OF THE DISPOSALS

The unaudited gain after taxation and after transaction costs and expenses which the Group expects to recognise on the Phase 2 Disposal is approximately RMB29.1 million. Such gain is calculated based on the aggregate consideration of approximately RMB467.7 million received by the Group under the Phase 2 Transfer Agreements less the Group's unaudited carrying values of the investment in Phase 2 SPV, the Phase 2 Target Equity Interests and the Phase 2 Debts as at 30th April 2025 totaling approximately RMB423.5 million and the costs, expenses and taxation in relation to the Phase 2 Disposal of approximately RMB15.1 million.

The unaudited gain after taxation and after transaction costs and expenses which the Group expects to recognise on the Phase 3 Disposal is approximately RMB62.8 million. Such gain is calculated based on the aggregate consideration of approximately RMB809.2 million expected to be received by the Group under the Phase 3 Transfer Agreements less the Group's unaudited carrying values of the investment in Phase 3 SPV, the Phase 3 Target Equity Interests and the Phase 3 Debts as at 30th September 2025 totaling approximately RMB721.9 million, the capital injection to the Phase 3 ProjectCos of approximately RMB4.6 million in October 2025 and the costs, expenses and taxation in relation to the Phase 3 Disposal of approximately RMB19.9 million.

The actual amounts of gain or loss on the Disposals to be recognised by the Group may be different from the above estimates as they will depend on the carrying values of the investment in Phase 2 SPV, the Phase 2 Target Equity Interests, the Phase 2 Debts, Phase 3 SPV, the Phase 3 Target Equity Interests and the Phase 3 Debts as at completion of their respective disposals and are subject to any accounting adjustment and audit.

Upon completion of the Phase 2 Disposal in July 2025, the Group ceased to have any equity interest in Phase 2 SPV and Phase 2 ProjectCos, and accordingly they ceased to be subsidiaries of the Company and their financial results and net assets which were previously consolidated into the consolidated financial statements of the Group ceased to be so consolidated.

Upon completion of the Phase 3 Disposal, the Group will cease to have any equity interest in Phase 3 SPV and Phase 3 ProjectCos, and accordingly they will cease to be subsidiaries of the Company and their financial results and net assets which are currently consolidated into the consolidated financial statements of the Group will then cease to be so consolidated.

INFORMATION ON HUATAI SECURITIES ASSET MANAGEMENT, THE VENDOR AND THE COMPANY

Huatai Securities Asset Management is a licensed financial institution in the PRC, and is principally engaged in the securities asset management, fund management and capital market services. Huatai Securities Asset Management is a wholly-owned subsidiary of HTSC, the A shares of which are listed on the SZSE (Stock Code: 601688) and the H shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 6886). HTSC and its subsidiaries are principally engaged in securities business, securities underwriting and sponsorship, securities investment advisory, asset management, fund management and other business activities as approved by the China Securities Regulatory Commission.

The Vendor is a wholly-owned subsidiary of the Company and is principally engaged in investment in renewable energy projects such as rooftop photovoltaic power generation and energy storage power station projects. The Company is an investment holding company and the principal business activities of its subsidiaries are the sales of piped gas, renewable energy and other types of energy, construction of gas pipelines, the sales of gas appliances and related products and other value-added services in the PRC.

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiry, Huatai Securities Asset Management and its ultimate beneficial owner are third parties independent of the Company and connected persons of the Company.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio in respect of the Phase 3 Disposal, on a standalone basis and when aggregated with the Phase 2 Disposal (which on a standalone basis did not constitute a discloseable transaction under Chapter 14 of the Listing Rules), is more than 5% but (even when aggregated with the Phase 1 Disposal) less than 25%, the Phase 2 Disposal (when aggregated with the Phase 3 Disposal) and the Phase 3 Disposal constitute discloseable transactions of the Company under Chapter 14 of the Listing Rules and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

“ABS”	the asset-backed securities issued under the ABS Program
“ABS Program”	the Smart Zero Carbon Phases 1-10 Green Assets Support Program (Carbon Neutral)* (零碳智慧1-10期綠色資產支持專項計劃(碳中和)), an asset-backed special purpose program, the underlying assets of which are rooftop photovoltaic power generation and energy storage power station projects in the PRC to be acquired from the Group
“Board”	the board of Directors
“Company”	Towngas Smart Energy Company Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 1083)
“Director(s)”	director(s) of the Company
“Disposals”	the Phase 2 Disposal and the Phase 3 Disposal
“Financial Adviser”	Messis Capital Limited, a corporation licensed to carry on Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Group”	the Company and its subsidiaries
“HTSC”	Huatai Securities Co., Ltd. (華泰證券股份有限公司), a joint stock company incorporated in the PRC with limited liability, the A shares of which are listed on the SZSE (Stock Code: 601688) and the H shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 6886)
“Huatai Securities Asset Management”	Huatai Securities (Shanghai) Asset Management Co., Ltd. (華泰證券(上海)資產管理有限公司), a company incorporated in the PRC with limited liability
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“percentage ratios”	has the same meaning as ascribed to it under the Listing Rules
“Phase 1 Disposal”	the disposal of, among other things, equity interests in certain subsidiaries of the Group in connection with the issuance of the first tranche of ABS under phase 1 of the ABS Program as described in the announcement of the Company issued on 3rd December 2024

“Phase 2 ABS Manager”	Huatai Securities Asset Management, acting on behalf of the Phase 2 Program (unless the context requires otherwise)
“Phase 2 Debts”	debts totalling approximately RMB169.9 million owing by Phase 2 ProjectCos to the Vendor
“Phase 2 Debts Transfer Agreement”	the agreement dated 3rd June 2025 entered into between the Vendor and the Phase 2 ABS Manager for the transfer of the Phase 2 Debts from the Vendor to the Phase 2 ABS Manager
“Phase 2 Debts Transfer Consideration”	the consideration for the transfer of the Phase 2 Debts under the Phase 2 Debts Transfer Agreement as described in the section headed “THE PHASE 2 TRANSFER AGREEMENTS – The Phase 2 Debts Transfer Agreement – <i>Consideration and completion</i> ” of this announcement
“Phase 2 Disposal”	the disposal of 100% equity interest in Phase 2 SPV, the Phase 2 Target Equity Interests and the Phase 2 Debts by the Vendor under the Phase 2 Transfer Agreements
“Phase 2 Equity Class ABS”	the Phase 2 Equity Class Type A ABS and the Phase 2 Equity Class Type B ABS
“Phase 2 Equity Class Type A ABS”	the type of the equity class of the ABS issued to qualified professional institutional investors under the Phase 2 Program
“Phase 2 Equity Class Type B ABS”	the type of the equity class of the ABS issued to the Vendor under the Phase 2 Program
“Phase 2 Expected Return”	has the meaning ascribed to it under the section headed “THE ABS PROGRAM – The Phase 2 Issuance” in this announcement
“Phase 2 Issuance”	the issuance of the Phase 2 of ABS, the underlying assets of which were acquired from the Group under the Phase 2 Transfer Agreements
“Phase 2 Liquidity Support Agreement”	the agreement dated 29th April 2025 entered into between the Company and the Phase 2 ABS Manager as described in the section headed “THE PHASE 2 PROGRAM AGREEMENTS – The Phase 2 Liquidity Support Agreement” in this announcement
“Phase 2 Liquidity Support Payment”	has the meaning ascribed to it under the section headed “THE PHASE 2 PROGRAM AGREEMENTS – The Phase 2 Liquidity Support Agreement” in this announcement

“Phase 2 Operations Management Agreements”	the agreement entered into between the Vendor, Phase 2 SPV and the Phase 2 ABS Manager and the agreement entered into between the Vendor, Phase 2 SPV and Phase 2 ProjectCos, both dated 29th April 2025, as described in the section headed “THE PHASE 2 PROGRAM AGREEMENTS – The Phase 2 Operations Management Agreements” in this announcement
“Phase 2 Program”	the Smart Zero Carbon Phase 2 Green Assets Support Program (Carbon Neutral)* (零碳智慧2期綠色資產支持專項計劃(碳中和)), being the tranche of the ABS Program constituted by the Phase 2 Issuance
“Phase 2 Program Agreements”	the Phase 2 Right of First Offer Agreement, the Phase 2 Liquidity Support Agreement and the Phase 2 Operations Management Agreements
“Phase 2 Program Establishment Date”	the date of establishment of the Phase 2 Program, as announced by the Phase 2 ABS Manager upon verification of receipt of the subscription moneys for the Phase 2 Issuance in full, being 4th June 2025
“Phase 2 ProjectCos”	the companies which names are set out in Appendix III to this announcement, all being companies established in the PRC with limited liability and directly wholly-owned by the Vendor, and each a “ Phase 2 ProjectCo ”
“Phase 2 ProjectCos Transfer Agreement”	the agreement dated 3rd June 2025 entered into between the Vendor and Phase 2 SPV for the transfer of the Phase 2 Target Equity Interests by the Vendor to Phase 2 SPV
“Phase 2 ProjectCos Transfer Consideration”	the consideration for the transfer of the Phase 2 Target Equity Interests under the Phase 2 ProjectCos Transfer Agreement as described in the section headed “THE PHASE 2 TRANSFER AGREEMENTS – The Phase 2 ProjectCos Transfer Agreement – <i>Consideration and completion</i> ” of this announcement
“Phase 2 Remaining ABS”	all of the Phase 2 Senior Class ABS and the Phase 2 Equity Class Type A ABS which are not held by the Vendor
“Phase 2 Right Maintenance Payment”	has the meaning ascribed to it under the section headed “THE PHASE 2 PROGRAM AGREEMENTS – The Phase 2 Right of First Offer Agreement” in this announcement
“Phase 2 Right of First Offer”	has the meaning ascribed to it under the section headed “THE PHASE 2 PROGRAM AGREEMENTS – The Phase 2 Right of First Offer Agreement” in this announcement

“Phase 2 Right of First Offer Agreement”	the agreement dated 29th April 2025 entered into between the Vendor and the Phase 2 ABS Manager as described in the section headed “THE PHASE 2 PROGRAM AGREEMENTS – The Phase 2 Right of First Offer Agreement” in this announcement
“Phase 2 Senior Class ABS”	the senior class of the ABS issued under the Phase 2 Program
“Phase 2 SPV”	Shenzhen Towngas China Dingfeng Clean Energy Co., Ltd.* (深圳港華頂峰清潔能源有限公司), a company incorporated in the PRC with limited liability and a direct wholly-owned subsidiary of the Vendor
“Phase 2 SPV Transfer Agreement”	the agreement dated 3rd June 2025 entered into between the Vendor and the Phase 2 ABS Manager for the transfer of 100% equity interest in Phase 2 SPV by the Vendor to the Phase 2 ABS Manager
“Phase 2 SPV Transfer Consideration”	the consideration for the transfer of 100% equity interest in Phase 2 SPV under the Phase 2 SPV Transfer Agreement, being RMB100,000
“Phase 2 Subscription Agreement”	the agreement dated 3rd June 2025 entered into between the Phase 2 ABS Manager and the Vendor for subscription of the Phase 2 Equity Class Type B ABS by the Vendor
“Phase 2 Target Assets”	the Underlying Assets held by Phase 2 ProjectCos
“Phase 2 Target Equity Interests”	100% equity interests in Phase 2 ProjectCos
“Phase 2 Transfer Agreements”	the Phase 2 SPV Transfer Agreement, the Phase 2 ProjectCos Transfer Agreement and the Phase 2 Debts Transfer Agreement
“Phase 2 Valuation Report”	the valuation report dated 24th April 2025 issued by the Valuer in respect of the valuation of the Phase 2 Target Assets as at 31st December 2024
“Phase 3 ABS Manager”	Huatai Securities Asset Management, acting on behalf of the Phase 3 Program (unless the context requires otherwise)
“Phase 3 Debts”	debts totalling approximately RMB194.6 million owing by Phase 3 ProjectCos to the Vendor
“Phase 3 Debts Transfer Agreement”	the agreement dated 10th November 2025 entered into between the Vendor and the Phase 3 ABS Manager for the transfer of the Phase 3 Debts from the Vendor to the Phase 3 ABS Manager

“Phase 3 Debts Transfer Consideration”	the consideration for the transfer of the Phase 3 Debts under the Phase 3 Debts Transfer Agreement as described in the section headed “THE PHASE 3 TRANSFER AGREEMENTS – The Phase 3 Debts Transfer Agreement – <i>Consideration and completion</i> ” of this announcement
“Phase 3 Disposal”	the disposal of 100% equity interest in Phase 3 SPV, the Phase 3 Target Equity Interests and the Phase 3 Debts by the Vendor under the Phase 3 Transfer Agreements
“Phase 3 Equity Class ABS”	the Phase 3 Equity Class Type A ABS and the Phase 3 Equity Class Type B ABS
“Phase 3 Equity Class Type A ABS”	the type of the equity class of the ABS to be issued to qualified professional institutional investors under the Phase 3 Program
“Phase 3 Equity Class Type B ABS”	the type of the equity class of the ABS to be issued to the Vendor under the Phase 3 Program
“Phase 3 Expected Return”	has the meaning ascribed to it under the section headed “THE ABS PROGRAM – The Phase 3 Issuance” in this announcement
“Phase 3 Issuance”	the issuance of the Phase 3 of ABS, the underlying assets of which are to be acquired from the Group under the Phase 3 Transfer Agreements
“Phase 3 Liquidity Support Agreement”	the agreement dated 22nd September 2025 entered into between the Company and the Phase 3 ABS Manager as described in the section headed “THE PHASE 3 PROGRAM AGREEMENTS – The Phase 3 Liquidity Support Agreement” in this announcement
“Phase 3 Liquidity Support Payment”	has the meaning ascribed to it under the section headed “THE PHASE 3 PROGRAM AGREEMENTS – The Phase 3 Liquidity Support Agreement” in this announcement
“Phase 3 Operations Management Agreements”	the agreement entered into between the Vendor, Phase 3 SPV and the Phase 3 ABS Manager and the agreement entered into between the Vendor, Phase 3 SPV and Phase 3 ProjectCos, both dated 3rd November 2025, as described in the section headed “THE PHASE 3 PROGRAM AGREEMENTS – The Phase 3 Operations Management Agreements” in this announcement
“Phase 3 Program”	the Smart Zero Carbon Phase 3 Green Assets Support Program (Carbon Neutral)* (零碳智慧3期綠色資產支持專項計劃(碳中和)), being the tranche of the ABS Program constituted by the Phase 3 Issuance

“Phase 3 Program Agreements”	the Phase 3 Right of First Offer Agreement, the Phase 3 Liquidity Support Agreement and the Phase 3 Operations Management Agreements
“Phase 3 Program Establishment Date”	the date of establishment of the Phase 3 Program, as announced by the Phase 3 ABS Manager upon verification of receipt of the subscription moneys for the Phase 3 Issuance in full
“Phase 3 ProjectCos”	the companies which names are set out in Appendix IV to this announcement, all being companies established in the PRC with limited liability and directly wholly-owned by the Vendor, and each a “Phase 3 ProjectCo”
“Phase 3 ProjectCos Transfer Agreement”	the agreement dated 10th November 2025 entered into between the Vendor and Phase 3 SPV for the transfer of the Phase 3 Target Equity Interests by the Vendor to Phase 3 SPV
“Phase 3 ProjectCos Transfer Consideration”	the consideration for the transfer of the Phase 3 Target Equity Interests under the Phase 3 ProjectCos Transfer Agreement as described in the section headed “THE PHASE 3 TRANSFER AGREEMENTS – The Phase 3 ProjectCos Transfer Agreement – <i>Consideration and completion</i> ” of this announcement
“Phase 3 Remaining ABS”	all of the Phase 3 Senior Class ABS and the Phase 3 Equity Class Type A ABS which are not held by the Vendor
“Phase 3 Right Maintenance Payment”	has the meaning ascribed to it under the section headed “THE PHASE 3 PROGRAM AGREEMENTS – The Phase 3 Right of First Offer Agreement” in this announcement
“Phase 3 Right of First Offer”	has the meaning ascribed to it under the section headed “THE PHASE 3 PROGRAM AGREEMENTS – The Phase 3 Right of First Offer Agreement” in this announcement
“Phase 3 Right of First Offer Agreement”	the agreement dated 3rd November 2025 entered into between the Vendor and the Phase 3 ABS Manager as described in the section headed “THE PHASE 3 PROGRAM AGREEMENTS – The Phase 3 Right of First Offer Agreement” in this announcement
“Phase 3 Senior Class ABS”	the senior class of the ABS to be issued under the Phase 3 Program
“Phase 3 SPV”	Shenzhen Towngas China Dingsheng Clean Energy Co., Ltd.* (深圳港華頂勝清潔能源有限公司), a company incorporated in the PRC with limited liability and a direct wholly-owned subsidiary of the Vendor

“Phase 3 SPV Transfer Agreement”	the agreement dated 10th November 2025 entered into between the Vendor and the Phase 3 ABS Manager for the transfer of 100% equity interest in Phase 3 SPV by the Vendor to the Phase 3 ABS Manager
“Phase 3 SPV Transfer Consideration”	the consideration for the transfer of 100% equity interest in Phase 3 SPV under the Phase 3 SPV Transfer Agreement, being RMB100,000
“Phase 3 Subscription Agreement”	the agreement dated 7th November 2025 entered into between the Phase 3 ABS Manager and the Vendor for subscription of the Phase 3 Equity Class Type B ABS by the Vendor
“Phase 3 Target Assets”	the Underlying Assets held by Phase 3 ProjectCos
“Phase 3 Target Equity Interests”	100% equity interests in Phase 3 ProjectCos
“Phase 3 Transfer Agreements”	the Phase 3 SPV Transfer Agreement, the Phase 3 ProjectCos Transfer Agreement and the Phase 3 Debts Transfer Agreement
“Phase 3 Valuation Report”	the valuation report dated 26th September 2025 issued by the Valuer in respect of the valuation of the Phase 3 Target Assets as at 30th June 2025
“PRC”	the People’s Republic of China, which for the purpose of this announcement excludes the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan
“Reporting Accountants”	SHINEWING (HK) CPA Limited
“RMB”	Renminbi, the lawful currency of the PRC
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“SZSE”	Shenzhen Stock Exchange
“Underlying Assets”	(a) in relation to the Phase 2 Program, rooftop photovoltaic power generation projects in the PRC; and (b) in relation to the Phase 3 Program, rooftop photovoltaic power generation and energy storage power station projects in the PRC
“Valuer”	China Faith Appraisers Co., Ltd.* (北京國友大正資產評估有限公司)

“Vendor”

Shanghai Towngas Smart Energy Co., Ltd.* (上海港華智慧能源有限公司), a company incorporated in the PRC with limited liability and a wholly-owned subsidiary of the Company

By Order of the Board of Directors
Elsa Wong Lai-kin
Company Secretary

Hong Kong, 10th November 2025

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

Non-Executive Directors:

Dr. the Hon. Lee Ka-kit (*Chairman*)
Mr. Kenneth Liu Kai-lap

Independent Non-Executive Directors:

Dr. the Hon. Moses Cheng Mo-chi
Mr. Brian David Li Man-bun
Dr. Christine Loh Kung-wai

Executive Directors:

Mr. Peter Wong Wai-yee (*Chief Executive Officer*)
Dr. John Qiu Jian-hang (*Chief Operating Officer – Renewable Business*)
Mr. Zhou Heng-xiang (*Chief Operating Officer – Mainland Gas Business*)

** For identification purposes only*

APPENDIX I

Letter from the Reporting Accountants

The following is the text of the letter dated 10th November 2025 prepared for the purpose of incorporation in this announcement received from SHINEWING (HK) CPA Limited, the reporting accountants of the Company.

The Board of Directors
Towngas Smart Energy Company Limited
23rd Floor, 363 Java Road
North Point, Hong Kong

Dear Sirs,

INDEPENDENT ASSURANCE REPORT

We have examined the calculations of the underlying profit forecasts (the “**Underlying Forecasts**”) to the business valuations dated 24th April 2025 and 26th September 2025 prepared by China Faith Appraisers Co., Ltd.* (北京國友大正資產評估有限公司) (the “**Valuer**”) in respect of the valuation of the underlying assets held by the companies (the “**Target Companies**”), the names of which are set out in Appendix III and Appendix IV to the announcement of the Company dated 10th November 2025 (the “**Announcement**”), as at 31st December 2024 and 30th June 2025 respectively (the “**Valuations**”), in connection with the disposals of 100% equity interests in the Target Companies by Shanghai Towngas Smart Energy Co., Ltd.* (上海港華智慧能源有限公司), an indirect wholly-owned subsidiary of Towngas Smart Energy Company Limited (the “**Company**”) as set out in the Announcement. The Valuations are prepared under the income approach, which involves the calculations of discounted future estimated cash flows, therefore constitute profit forecasts under Rule 14.61 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”).

Directors’ Responsibilities

The directors of the Company and the Target Companies (the “**Directors**”) are solely responsible for the preparation of the Underlying Forecasts including the bases and assumptions, for the purpose of the Valuations based on discounted cash flow method. Each of the Underlying Forecasts has been prepared using a set of bases and assumptions (the “**Assumptions**”) that include hypothetical assumptions about future events and management's actions that are not necessarily expected to occur. Even if the events anticipated occur, actual results are still likely to be different from the Underlying Forecasts and the variations may be material. The Directors are responsible for the reasonableness and validity of the Assumptions.

Our Independence and Quality Management

We have complied with the independence and other ethical requirement of the Code of Ethics for Professional Accountants issued by the Hong Kong Institute of Certified Public Accountants (“**HKICPA**”) which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

The firm applies Hong Kong Standard on Quality Management 1, “Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements”, which requires the firm to design, implement and operate a system of quality management including policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Reporting Accountant’s Responsibilities

Our responsibility is to express an opinion, based on our work on the Underlying Forecasts and to report our opinion solely to you, as a body, solely for the purpose of reporting under Rule 14.60A(2) of the Listing Rules and for no other purpose. Because the Valuations relate to discounted future estimated cash flows, no accounting policies of the Company have been adopted in their preparation. We have not reviewed, considered or conducted any work on the reasonableness and the validity of the Assumptions and express no opinion on the reasonableness and validity of the Assumptions on which the Underlying Forecasts are based. We accept no responsibility to any other person in respect of, arising out of or in connection with our work.

We conducted our engagement in accordance with the Hong Kong Standard on Assurance Engagements 3000 (Revised) “Assurance Engagements Other Than Audits or Reviews of Historical Financial Information” issued by the HKICPA. We examined the arithmetical accuracy of the Underlying Forecasts. We have planned and performed our work to obtain reasonable assurance for giving our opinion below.

We have planned and performed such procedures as we considered necessary to assist the Directors solely in evaluating whether the Underlying Forecasts, so far as the calculations are concerned, has been properly compiled in accordance with the Assumptions made by the Directors. Our work does not constitute any valuation of the underlying assets held by the Target Companies.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, so far as the calculations are concerned, the Underlying Forecasts have been properly compiled, in all material aspects, in accordance with the Assumptions adopted by the Directors as set out in the Announcement.

Yours faithfully,

SHINEWING (HK) CPA Limited

Certified Public Accountants

Kwan Chi Fung

Practising Certificate Number: P06614

Hong Kong

10th November 2025

** For identification purpose only*

APPENDIX II

Letter from the Financial Adviser

The following is the text of the letter dated 10th November 2025 prepared for the purpose of incorporation in this announcement received from Messis Capital Limited, the Company's financial adviser.

MESSIS 大有融資

Towngas Smart Energy Company Limited

23rd Floor, 363 Java Road
North Point, Hong Kong

Attn.: The Board of Directors

10th November 2025

Dear Sirs

We refer to the announcement of Towngas Smart Energy Company Limited (the “**Company**”) dated 10th November 2025 (the “**Announcement**”), in connection with discloseable transactions regarding disposals of equity interests in subsidiaries to an asset-backed securities program (the “**Disposal**”). Unless otherwise specified, terms used in this letter shall have the same meanings as those defined in the Announcement.

We refer to the Phase 2 Valuation Report dated 24th April 2025 and the Phase 3 Valuation Report dated 26th September 2025, prepared by the Valuer in respect of the valuations (the “**Valuations**”) of the Phase 2 Target Assets as at 31st December 2024 and the Phase 3 Target Assets as at 30th June 2025, respectively. We understand that the Valuer has adopted discounted cash flow method under income approach in deriving the Valuations which constitute profit forecasts (the “**Profit Forecasts**”) under Rule 14.61 of the Listing Rules and this letter is issued in compliance with the requirement under Rule 14.60A(3) of the Listing Rules.

We have reviewed the Profit Forecasts upon which the Valuations have been made. We have made enquiries with the Directors, the management of the Company and the Valuer regarding the bases and assumptions upon which the Profit Forecasts have been made. We have also reviewed the report dated 10th November 2025 addressed to the Directors of the Company from SHINEWING (HK) CPA Limited regarding the arithmetical accuracy of the calculations of the Profit Forecasts as set forth in Appendix I to the Announcement.

On the basis of the foregoing and without giving any opinion on the reasonableness of the valuation methods, bases and assumptions selected by the Valuer, for which the Valuer and the Company are responsible, we are satisfied that the Profit Forecasts disclosed in the Announcement have been made by the Directors after due and careful enquiry.

The Directors are solely responsible for the Profit Forecasts, including the preparation of the discounted future cash flows in accordance with the bases and assumptions determined by the Directors. This responsibility includes carrying out appropriate procedures relevant to the preparation of the discounted future cash flows and applying an appropriate basis of preparation and making estimates that are reasonable in the circumstances. For the avoidance of doubt, this letter does not constitute an independent valuation or fairness opinion and is expressly limited to the matters described herein.

The work undertaken by us has been undertaken for the purpose of reporting solely to you under Rule 14.60A(3) of the Listing Rules and for no other purpose. We have not independently verified the assumptions or computations leading to the Valuations. We have had no role or involvement and have not provided and will not provide any assessment of the Valuations. We have assumed that all information, materials and representations provided to us by the Company and the Valuer, including all information, materials, and representations referred to or contained in the Announcement were true, accurate, complete and not misleading at the time they were supplied or made, and remained so up to the date of the Announcement and that no material fact or information has been omitted from the information and materials supplied. No representation or warranty, whether express or implied, is made by us on the accuracy, truthfulness or completeness of such information, materials or representations. Accordingly, we accept no responsibility, whether expressly or implicitly, on the Valuations.

Yours faithfully,

For and on behalf of
Messis Capital Limited

Thomas Lai
Chief Executive Officer

APPENDIX III

List of Phase 2 ProjectCos

1.	Hengyang Chengxing New Energy Co., Ltd.* (衡陽澄星新能源有限公司)
2.	Suzhou Lianyu New Energy Co., Ltd.* (宿州聯宇新能源有限公司)
3.	Wuhu Lianzhen New Energy Co., Ltd.* (蕪湖市聯振新能源有限公司)
4.	Tianjin Lianqi New Energy Co., Ltd.* (天津市聯啓新能源有限公司)
5.	Jilin Jiuha Photovoltaic Power Generation Co., Ltd.* (吉林市久哈光伏發電有限公司)
6.	Shanggao Kongri New Energy Development Co., Ltd.* (上高縣控日新能源開發有限公司)
7.	Changsha Towngas China Energy Co., Ltd.* (長沙港能投智慧能源有限公司)
8.	Huangshan Towngas China Photovoltaic Co., Ltd.* (黃山港能投光伏有限公司)
9.	Xinye Towngas China Clean Energy Co., Ltd.* (新野縣港華清潔能源有限公司)
10.	Dingzhou Gongying Power Co., Ltd.* (定州共贏電力有限公司)
11.	Tianjin Ninghe Towngas China Energy Co., Ltd.* (天津市寧河港能投能源有限公司)
12.	Nanjin Hanjiang New Energy Co., Ltd.* (南京漢將新能源有限公司)
13.	Jiangsu Yunli New Energy Co., Ltd.* (江蘇雲黎新能源有限公司)
14.	Zunhua Towngas China Energy Co., Ltd.* (遵化港投智慧能源有限公司)
15.	Bente New Energy Technology (Tianjin) Co., Ltd.* (本特新能源科技（天津）有限公司)

16.	Hengyang Hi-Tech Industry Development Zone Towngas China Co., Ltd.* (衡陽高新技術產業開發區港華能源有限公司)
17.	Taicang Lianjie New Energy Technology Co., Ltd.* (太倉聯傑新能源科技有限公司)
18.	Wenzhou Shiyao New Energy Co., Ltd.* (溫州獅耀新能源有限公司)
19.	Shaoxing Anxu New Energy Technology Co., Ltd.* (紹興安旭新能源科技有限公司)
20.	Tangshan Towngas Smart Comprehensive Energy Co., Ltd.* (唐山港慧綜合能源有限公司)
21.	Changshu Hechuang Wuzhou New Energy Co., Ltd.* (常熟和創五州新能源有限公司)
22.	Shanghai Jinrong New Energy Technology Co., Ltd.* (上海瑾茸新能源科技有限公司)
23.	Shanghai Ronghao New Energy Technology Co., Ltd.* (上海茸昊新能源科技有限公司)
24.	Nantong Senrui New Energy Technology Co., Ltd.* (南通森睿新能源科技有限公司)
25.	Langxi Yurui New Energy Technology Co., Ltd.* (郎溪宇瑞新能源科技有限公司)
26.	Liaoning Fushun Towngas China Energy Co., Ltd.* (遼寧撫順港能智慧能源有限公司)
27.	Shanghai Zhaoxi New Energy Technology Co., Ltd.* (上海兆熙新能源科技有限公司)
28.	Yongcheng Towngas New Energy Co., Ltd.* (永城市港能新能源有限公司)
29.	Huaian Yizhao New Energy Co., Ltd.* (淮安翌兆新能源有限公司)
30.	Shaanxi Towngas Smart New Energy Co., Ltd.* (陝西港華智慧新能源有限公司)
31.	Shanghai Yuwa Energy Co., Ltd.* (上海昱瓦能源有限公司)
32.	Zhangpu Towngas China New Energy Technology Co., Ltd.* (漳浦港能投新能源科技有限公司)

33.	Dalian Towngas China Energy Co., Ltd.* (大連港華能源有限公司)
34.	Huizhou Towngas China Energy Co., Ltd.* (惠州港華能源有限公司)
35.	Huangshan Towngas Smart Energy Co., Ltd.* (黃山港華智慧能源有限公司)
36.	Xuzhou Tuoyang Photovoltaic Power Generation Co., Ltd.* (徐州拓陽光伏發電有限公司)
37.	Shaoguan Towngas China Energy Co., Ltd.* (韶關港能投智慧能源有限公司)
38.	Huzhou Towngas Smart Energy Co., Ltd.* (湖州港華智慧能源有限公司)
39.	Funing Towngas Smart Energy Co., Ltd.* (阜寧港華智慧能源有限公司)
40.	Jiangsu Duqing New Energy Co., Ltd.* (江蘇都慶新能源有限公司)
41.	Xuzhou Ruhao New Energy Co., Ltd.* (徐州茹皓新能源有限公司)
42.	Xiamen Liangen New Energy Co., Ltd.* (廈門聯亘新能源有限公司)
43.	Xuzhou Gangran Intelligent Energy Co., Ltd.* (徐州港燃智慧能源有限公司)
44.	Xiamen Lianxian New Energy Technology Co., Ltd.* (廈門聯銜新能源科技有限公司)
45.	Xuzhou Yingyang Photovoltaic Power Generation Co., Ltd.* (徐州盈陽光伏發電有限公司)

** For identification purposes only*

APPENDIX IV

List of Phase 3 ProjectCos

1.	Boxing Towngas China Energy Co., Ltd.* (博興港能投智慧能源有限公司)
2.	Changyi Towngas New Energy Technology Co., Ltd.* (昌邑港能新能源科技有限公司)
3.	Changyi Gangzhou New Energy Technology Co., Ltd.* (昌邑港洲新能源科技有限公司)
4.	Changzhou Kehong Photovoltaic Power Co., Ltd.* (常州科鴻光伏電力有限公司)
5.	Chizhou Towngas China Energy Co., Ltd.* (池州港能投智慧能源有限公司)
6.	Danyang Jingneng Photovoltaic Power Co., Ltd.* (丹陽市晶能光伏電力有限公司)
7.	Fengcheng Shengyayuhuan New Energy Co., Ltd.* (豐城盛亞宇環新能源有限公司)
8.	Guhui (Pingdu) New Energy Co., Ltd.* (谷匯（平度市）新能源有限公司)
9.	Guanyun Xinneng New Energy Co., Ltd.* (灌雲縣鑫能新能源有限公司)
10.	Jinan Changqing Towngas China Clean Energy Co., Ltd.* (濟南市長清區港投清潔能源有限公司)
11.	Jinan Zhangqiu Towngas China Photovoltaic Power Generation Co., Ltd.* (濟南章丘區港能投光伏發電有限公司)
12.	Jiaxing Towngas Smart Energy Co., Ltd.* (嘉興港華智慧能源有限公司)
13.	Longkou Towngas China Clean Energy Co., Ltd.* (龍口港能投清潔能源有限公司)
14.	Nantong Shixu New Energy Technology Co., Ltd.* (南通世旭新能源科技有限公司)
15.	Ningjin Jinchen New Energy Co., Ltd.* (寧津錦辰新能源有限公司)

16.	Qiqihar Towngas China Energy Co., Ltd.* (齊齊哈爾港能投智慧能源有限公司)
17.	Qingdao Towngas China Clean Energy Co., Ltd.* (青島港能投清潔能源有限公司)
18.	Qingdao Towngas China Photovoltaic Co., Ltd.* (青島港投光伏發電有限公司)
19.	Rizhao Towngas China Photovoltaic Power Generation Co., Ltd.* (日照市港能投光伏發電有限公司)
20.	Zibo Towngas China Clean Energy Co., Ltd.* (淄博港能投清潔能源有限公司)
21.	Songyuan Yuyang New Energy Co., Ltd.* (松原昱陽新能源有限公司)
22.	Tianjin Xinlong Energy Technology Co., Ltd.* (天津鑫龍能源科技有限公司)
23.	Weihai Weiye New Energy Co., Ltd.* (威海威燁新能源有限公司)
24.	Weifang Binhai Towngas China Photovoltaic Power Generation Co., Ltd.* (維坊濱海區港能投光伏發電有限公司)
25.	Wuxi Beimiao Power Energy Co., Ltd.* (無錫北繆電力能源有限公司)
26.	Xinyi Qisheng Green Energy Development Co., Ltd.* (新沂齊盛綠電開發建設有限公司)
27.	Yantai Towngas China Clean Energy Co., Ltd.* (煙台市港能清潔能源有限公司)
28.	Yantai Zhuonasen Energy Development Co., Ltd.* (煙台卓納森能源發展有限公司)
29.	Yantai Miaosen New Energy Co., Ltd.* (煙台市淼森新能源有限公司)
30.	Yangling Towngas China Comprehensive New Energy Co., Ltd.* (楊凌港華綜能新能源有限公司)
31.	Zhongshan Towngas Smart Energy Co., Ltd.* (中山港慧能源有限公司)
32.	Chengde Towngas New Energy Technology Co., Ltd.* (承德港能新能源科技有限公司)

33.	Danyang Towngas Smart Energy Storage Co., Ltd. * (丹陽市港儲慧能源有限公司)
34.	Haining Jinggang Energy Storage Technology Co., Ltd. * (海寧晶港儲能技術有限公司)
35.	Shanghai Towngas Smart Energy Storage Technology Co., Ltd. * (上海港華數智儲能科技有限公司)
36.	Quanzhou Towngas Smart Energy Co., Ltd. * (泉州港華智慧能源有限公司)
37.	Qianan Towngas China Comprehensive Smart Energy Co., Ltd. * (遷安港能投綜合智慧能源有限公司)
38.	Jiangsu Oushi New Energy Co., Ltd. * (江蘇歐石新能源有限公司)
39.	Nantong Haian Gangrui Towngas Smart Energy Co., Ltd. * (南通海安港瑞智慧能源有限公司)
40.	Zhongshan Towngas China Energy Co., Ltd. * (中山港能智慧能源有限公司)

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