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## **China Singyes Solar Technologies Holdings Limited**

**中國興業太陽能技術控股有限公司**

*(incorporated in Bermuda with limited liability)*

**(Stock Code: 750)**

### **PROPOSED ISSUE OF HK\$230 MILLION 12.00% CONVERTIBLE BONDS DUE 2021**

**Placing Agents**



**招商證券(香港)有限公司**

**CHINA MERCHANTS SECURITIES (HK) CO., LTD.**



**國泰君安國際**

**GUOTAI JUNAN INTERNATIONAL**

**Guotai Junan Securities (Hong Kong) Limited**

On 10 October 2018, the Company has entered into Placement and Subscription Agreement A with Guotai Junan and certain Subscribers and Placement and Subscription Agreement B with China Merchants and a Subscriber. Under the PSAs, the Company has agreed to issue, and the Placing Agents have conditionally agreed to procure the Subscribers to purchase the Bonds in an aggregate principal amount of HK\$230 million, on the terms and subject to the conditions set out therein. The Bonds are convertible into Shares in the circumstances set out in the Conditions at an initial Conversion Price of HK\$3.00 per Share (subject to adjustment).

The initial Conversion Price represents (i) a premium of approximately 16.7% over the last closing price of HK\$2.5 per Share as quoted on the Stock Exchange on 9 October 2018 (being the trading day on which the Placement and Subscription Agreement was signed) and (ii) a premium of approximately 13% over the average closing price of approximately HK\$2.61 as quoted on the Stock Exchange for the five consecutive trading days up to and including 9 October 2018.

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$3.00 per Share and no further issue of Shares, the Bonds will be convertible into approximately 76,666,666 Shares, representing approximately 9.19% of the issued share capital of the Company as at the date of this announcement and approximately 8.42% of the issued share capital of the Company as at the date of this announcement as enlarged by the issue of the Conversion Shares upon full conversion of the Bonds. The number of Conversion Shares to be issued upon conversion of any Bond shall be determined by dividing the principal amount of the Bond converted by the Conversion Price.

The Conversion Shares to be issued upon conversion of the Bonds will be fully paid and will rank pari passu in all respects with the Shares then in issue on the relevant Registration Date.

**The Bonds have not been offered or sold and may not be offered or sold in Hong Kong to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance and none of the Bonds will be placed with any connected persons of the Company.**

**The Bonds and the Conversion Shares have not been and will not be registered under the U.S. Securities Act and, subject to certain exceptions, may not be offered or sold within the United States. The Bonds are being offered and sold outside the United States in reliance on Regulation S under the U.S. Securities Act.**

The estimated net proceeds from the Placement, after deduction of commission and other estimated expenses payable in connection with the offering of the Bonds (including but not limited to legal fees and other out-of-pocket expenses of the Company and the Placing Agents), amount to approximately HK\$226 million. The Company intends to use the net proceeds from the Placement for the redemption, repayment or repurchase of any of the Company's outstanding 2018 Notes.

The Conversion Shares are to be issued and allotted under the General Mandate. The Placement is not subject to further approval of the Shareholders.

An application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares on the Stock Exchange.

**Completion of each of the PSAs is subject to the satisfaction and/or waiver of the conditions precedent therein. In addition, each of the PSAs may be terminated in certain circumstances. Please refer to the section headed “THE PLACEMENT AND SUBSCRIPTION AGREEMENTS” below for further information.**

**WARNING: As each of the PSAs may or may not complete, and the Bonds may or may not be issued and/or the Conversion Shares may or may not be issued or listed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.**

On 10 October 2018, the Company has entered into Placement and Subscription Agreement A with Guotai Junan and certain Subscribers and Placement and Subscription Agreement B with China Merchants and a Subscriber. Under the PSAs, the Company has agreed to issue, and the Placing Agents have conditionally agreed to procure the Subscribers to purchase the Bonds in an aggregate principal amount of HK\$230 million, on the terms and subject to the conditions set out therein. The Bonds are convertible into Shares in the circumstances set out in the Conditions at an initial Conversion Price of HK\$3.00 per Share (subject to adjustment).

## **THE PLACEMENT AND SUBSCRIPTION AGREEMENTS**

### **Placement and Subscription Agreement A**

#### **Date**

10 October 2018

## **Parties**

- (i) the Company as issuer;
- (ii) Guotai Junan Securities (Hong Kong) Limited as placing agent; and
- (iii) the Subscribers named therein.

## **Placement and Subscription Agreement B**

### **Date**

10 October 2018

### **Parties**

- (i) the Company as issuer;
- (ii) China Merchants Securities (HK) Co., Limited as placing agent; and
- (iii) the Subscriber named therein.

## **TERMS COMMON TO THE PLACEMENT**

### **The Placement**

Subject to the satisfaction of the conditions set out below in the section headed “Conditions Precedent to the Placement”, the Subscribers have agreed to subscribe and pay for, the Bonds to be issued by the Company on the Closing Date in an aggregate principal amount of HK\$230 million. To the best of the Directors’ knowledge, information and belief, and having made all reasonable enquiries, the Placing Agents are third parties independent of the Company and are not connected persons (as defined in the Listing Rules) of the Company.

The Placing Agents have informed the Company that they intend to offer and sell the Bonds to no less than six independent placees (who will be independent individual, corporate and/or institutional investors). To the best of the Directors’ knowledge, information and belief, and having made reasonable enquiries, each of the Subscribers (and their respective ultimate beneficial owners) are third parties independent of the Company and is not connected with the Company and its connected persons.

## **Restriction**

There are no restrictions in each of the PSAs on the ability of the Company to issue further securities nor any restrictions on the ability of the Bondholders to dispose of the Conversion Shares issued to them upon conversion of the Bonds on the relevant Registration Date nor any restrictions on the ability of existing shareholders to dispose of their Shares arising in connection with the Placement).

## **Undertaking**

The Company has undertaken with the Placing Agents and the Subscribers that, inter alia:

The Company will use its best endeavours to ensure that approval has been received from the Stock Exchange for the Conversion Shares to be issued on conversion of the Bonds to be listed on the Stock Exchange on or prior to the day falling 30 days after the Closing Date.

## **Conditions Precedent to the Placement**

The obligations of the Placing Agents to procure the subscribers to purchase the Bonds are conditional on, among others, the following conditions precedent:

1. the Placing Agents and Subscribers being satisfied with the results of their respective due diligence investigations with respect to the Company and its Subsidiaries;
2. the execution and delivery (on or before the Closing Date) of the other Issue Documents, each in a form satisfactory to the Placing Agents, by the respective parties;
3. on the Closing Date:
  - (a) the representations and warranties of the Company in the PSAs being true, accurate and correct at, and as if made on such date;
  - (b) the Company having performed all of its obligations under the PSAs to be performed on or before such date; and
  - (c) there having been delivered to the Placing Agents a certificate in a prescribed form, dated as of such date, of a Director or a duly authorised signatory of the Company;

4. after the date of the PSAs up to and on the Closing Date, there shall not have occurred any change (nor any development or event involving a prospective change), in the condition (financial or otherwise), prospects, results of operations, business, properties or general affairs of the Company or the Group, which, in the opinion of the Placing Agents, is material and adverse in the context of the issue and private placement of the Bonds;
5. a copy of the “Enterprise Overseas Debt Issuance Registration Certificate (企業發行外債備案登記證明)” issued by NDRC with respect to the Bonds in accordance with the NDRC Circular;
6. on or prior to the Closing Date, there shall have been delivered to the Placing Agents copies of all consents and approvals required in relation to the issue of the Bonds and the performance of the obligations of the Company under the Trust Deed, the Agency Agreement and the Bonds (including any consents and approvals required from all lenders);
7. the aggregate principal amount of the Bonds issued on the Closing Date is at least HK\$230,000,000;
8. on or before the Closing Date, there having been delivered to the Placing Agents opinions, in form and substance satisfactory to the Placing Agents, dated the Closing Date, as the case may be, of:
  - (i) Conyers Dill & Pearman, legal advisers to the Company as to the laws of Bermuda; and
  - (ii) Clifford Chance, legal advisers to the Placing Agents as to English law;
9. on or prior to the Closing Date, the Issuer shall maintain an amount in cash not being less than U.S.\$80,000,000 (or its equivalent in foreign currencies) in either of the designated accounts in the name of the Issuer; and
10. the execution of fee letters setting out the placement fee and expenses to be paid to the Placing Agents,

and such other resolutions, consents, authorities and documents relating to the issue of the Bonds, as the Placing Agents may require.

Each of the Placing Agents may, at its discretion and upon such terms as it thinks fit, waive compliance with the whole or any part of the aforementioned conditions precedent.

As at the date of this announcement, certain of the above conditions precedent to the completion of the Placement are yet to be satisfied and/or (as the case may be) waived. It is the intention of the Company to satisfy or procure the satisfaction of the above conditions precedent of the Placement before the Closing Date.

### **Termination of the Placement**

Each of the Placing Agents may, by notice to the Company given at any time prior to payment of the net subscription monies for the Bonds (if any) to the Company, in its sole discretion terminate the relevant PSA in any of the following circumstances:

1. if there shall have come to the notice of the Placing Agent any breach of, or any event rendering untrue or incorrect in any respect, any of the warranties and representations contained in the relevant PSA, or any failure to perform any of the Company's undertakings or agreements in the relevant PSA;
2. if any of the conditions specified in the section headed "Conditions Precedent to the Placement" has not been satisfied or waived by the Placing Agent on or prior to the Closing Date;
3. if in the opinion of the Placing Agent, there shall have been, since the date of the relevant PSA, any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Company on any stock exchange or in any over-the-counter market) or currency exchange rates or foreign exchange controls such as would in its view, be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market;

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

## **PRINCIPAL TERMS OF THE BONDS**

The principal terms of the Bonds are summarised as follows:

Issuer	The Company
Bonds	Bonds in the principal amount of HK\$230 million
Maturity Date	15 October 2021
Issue Price	100% of the principal amount of the Bonds
Interest	12.00% per annum of the principal amount of the Bonds, payable quarterly in arrear on 15 January, 15 April, 15 July and 15 October in each year



## Conversion Right

Subject to certain conditions, the Bondholders have the right to convert their Bonds into Conversion Shares at the Conversion Price at any time on or after 25 November 2018 up to the close of business (at the place where the certificate evidencing such Bond is deposited for conversion) on the 10th day prior to the Maturity Date (both days inclusive) (except as provided in the Conditions, in no event thereafter) or, if such Bond shall have been called for redemption by the Company before the Maturity Date, then up to the close of business (at the place aforesaid) on a date no later than fifteen (15) days (both days inclusive and at the place aforesaid) prior to the date fixed for redemption thereof or if notice requiring redemption has been given by the holder of such Bond pursuant to the Conditions then up to the close of business (at the place aforesaid) on the day prior to the giving of such notice.

The number of Conversion Shares issuable upon conversion of any Bond shall be determined by dividing the principal amount of the Bond to be converted by the Conversion Price in effect at the relevant Conversion Date.

## Conversion Price

The price at which Conversion Shares will be issued upon conversion will initially be HK\$3.00 per Conversion Share. The initial Conversion Price of HK\$3.00 represents: (i) a premium of approximately 16.7% over the last closing price of HK\$2.5 per Share as quoted on the Stock Exchange on the Last Trading Day; (ii) a premium of approximately 13% over the average closing price of HK\$2.61 per Share as quoted on the Stock Exchange for the five Trading Days up to and including the Last Trading Day; and (iii) a premium of approximately 11.7% over the average closing price of HK\$2.648 per Share as quoted on the Stock Exchange for the ten Trading Days up to and including the Last Trading Day.

The Conversion Price is subject to adjustment for, amongst other things, consolidation, subdivision or reclassification, capitalisation of profits or reserves, capital distributions, rights issues of Shares or options over Shares or rights issues of other securities, issue of Shares at less than the then current market price, other issues at less than the then current market price, modification of rights of conversion, other offers to Shareholders, and other events. The Conversion Price may not be reduced so that, on conversion of the Bonds, Shares would fall to be issued at a discount to their par value or Shares would be required to be issued in any other circumstances not permitted by applicable laws then in force in Hong Kong and Bermuda.

Adjustment upon Change of Control      If a Change of Control shall occur, the Company shall give notice of that fact to the Bondholders (the “**Change of Control Notice**”) within seven (7) days after it becomes aware of such Change of Control (with a copy to the Trustee). Following the giving of a Change of Control Notice, upon any exercise of conversion rights such that the relevant Conversion Date falls within 30 days following a Change of Control, or, if later, 30 days following the date on which the Change of Control Notice is given to Bondholders, the Conversion Price shall be adjusted in accordance with the following formula:

$$\text{NCP} = \frac{\text{OCP}}{(1 + (\text{CP} \times c/t))}$$

where:

“NCP”      means the new Conversion Price.

“OCP”      means the Conversion Price in effect on the relevant Conversion Date.

“CP”      means the conversion premium of 20% expressed as a fraction.

“c” means the number of days from and including the date the Change of Control occurs to but excluding the Maturity Date.

“t” means the number of days from and including 15 October 2018 to but excluding the Maturity Date,

provided that the Conversion Price shall not be reduced below the level permitted by applicable laws and regulations from time to time (if any).

#### Ranking of Conversion Shares

The Conversion Shares will be fully paid and will in all respects rank pari passu with the fully paid Shares in issue on the date the name of the holder of record of the number of Shares issuable upon conversion are registered as such in the register of members of the Company (the “**Registration Date**”).

#### Redemption at maturity

Unless previously redeemed, converted or purchased and cancelled, the Company will redeem each Bond at its principal amount together with accrued and unpaid interest on 15 October 2021 (the “**Maturity Date**”). The Company may not redeem the Bonds at its option prior to that date except as provided in the Conditions.

#### Redemption at the option of the Bondholders

The Company will, at the option of the holder of any Bond, redeem all or some only of such holder’s Bonds on 15 April 2020 (the “**Put Option Date**”), at the principal amount of the Bonds, together with accrued but unpaid interest (if any) to such date.

#### Redemption for taxation reasons

The Bonds may be redeemed at the option of the Company in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice (a "**Tax Redemption Notice**") to the Bondholders at the principal amount of the Bonds, together with accrued but unpaid interest (if any) to the date fixed for redemption, if immediately prior to the giving of such notice (i) the Company has or will become obliged to pay additional tax amounts as a result of any change in, or amendment to, the laws or regulations of Bermuda, the PRC or Hong Kong, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 10 October 2018, and (ii) such obligation cannot be avoided by the Company taking reasonable measures available to it, *provided that* no Tax Redemption Notice shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such additional tax amounts were a payment in respect of the Bonds then due.

#### Redemption for Relevant Event

Following the occurrence of a Relevant Event, the holder of each Bond will have the right, at such holder's option, to require the Company to redeem all, but not some only, of such holder's Bonds on the Relevant Event Redemption Date at the principal amount of the Bonds, together with accrued but unpaid interest (if any) to such date. To exercise such right, the holder of the relevant Bond must deposit, during normal business hours, at the specified office of any paying agent, a duly completed and signed notice of redemption, in the form for the time being current, obtainable from the specified office of any paying agent, together with the certificate evidencing the Bonds to be redeemed by not later than 60 days following a Relevant Event, or, if later, 60 days following the date upon which notice thereof is given to Bondholders by the Company. The "**Relevant Event Redemption Date**" shall be the fourteenth day after the expiry of such period of 60 days as referred to above.

## Undertakings

- (i) For so long as any Bond remains outstanding, the Company shall not conduct any corporate action that may result in the Conversion Price being adjusted to an extent where the then maximum number of Shares which may fall to be issued upon the exercise of the conversion rights would exceed the maximum number of Shares that the Board of Directors of the Company may issue under the remainder from time to time of the General Mandate approved by its shareholders in its annual general meeting dated 4 June 2018.
- (ii) The Company will use its best endeavours to ensure that approval has been received from the Stock Exchange for the Conversion Shares to be issued on conversion of the Bonds to be listed on the Stock Exchange on or prior to the day falling 30 days after the Closing Date.
- (iii) The Company has undertaken to file or cause to be filed with the NDRC, the requisite information and documents within 10 PRC business days after 15 October 2018 in accordance with the NDRC Circular which came into effect on 14 September 2015 and any implementation rules, as issued by the NDRC from time to time (the “**NDRC Post-issue Filing**”). The Company shall complete the NDRC Post-issue Filing and provide such document(s) evidencing due filing with the NDRC within the prescribed timeframe and shall comply with all applicable PRC laws and regulations in connection with the Bonds.

## Transferability

The Bonds will be freely transferable, subject to certain restricted transfer periods.

Form and Denomination	The Bonds are issued in registered form in the denomination of HK\$2,000,000 and integral multiples of HK\$1,000,000 in excess thereof.
	Upon issue, the Bonds will be represented by a global bond certificate deposited with a common depository for, and representing Bonds registered in the name of a nominee of, Euroclear Bank SA/NV and Clearstream Banking S.A..
Status	The Bonds constitute direct, unconditional, unsubordinated and unsecured obligations of the Company and shall at all times rank pari passu and without any preference or priority among themselves. The payment obligations of the Company under the Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law, at all times rank at least equally with all of the Company's other present and future unsecured and unsubordinated obligations.

## **GENERAL MANDATE FOR THE ISSUE OF THE BONDS AND THE CONVERSION SHARES**

The issue of the Bonds and the Conversion Shares are not subject to Shareholders' approval. The Conversion Shares will be issued pursuant to the General Mandate, subject to the limit of up to 166,814,639 Shares (representing 20% of the issued share capital of the Company on the date on which the General Mandate was granted). As at the date of this announcement, except for the proposed top up placing of the Company, the General Mandate has not been utilised. The Conversion Shares will utilise, based on the initial Conversion Price, approximately 76,666,666 Shares under the General Mandate.

## **CONVERSION PRICE AND CONVERSION SHARES**

The price at which Conversion Shares will be issued upon conversion will initially be HK\$3.00 per Conversion Share. The initial Conversion Price represents (i) a premium of approximately 16.7% over the last closing price of HK\$2.5 per Share as quoted on the Stock Exchange on 9 October 2018 (being the trading day on which the Placement and Subscription Agreement was signed) and (ii) a premium of approximately 13% over the average closing price of approximately HK\$2.61 as quoted on the Stock Exchange for the five consecutive trading days up to and including 9 October 2018.

The Conversion Price was determined with reference to the prevailing market price of the Shares and the Conditions (including the redemption options) and was negotiated on an arm's length basis between the Company and the Placing Agents. The Directors consider that the Conversion Price is fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole.

## **APPLICATION FOR LISTING**

An application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares on the Stock Exchange.

## **USE OF PROCEEDS**

The estimated net proceeds from the Placement, after deduction of commission and other estimated expenses, amount to approximately HK\$226 million. The Company intends to use the net proceeds from the Placement for the redemption, repayment or repurchase of any of the Company's outstanding 2018 Notes.

## **REASONS FOR AND BENEFITS OF THE ISSUE OF THE BONDS**

The Board considers that the issue of the Bonds represents an opportunity to improve the liquidity position of the Group and to reduce the financing costs of the Group.

The Directors (including the independent non-executive Directors) consider that the terms and conditions of the Placement and Subscription Agreement are made on normal commercial terms and are fair and reasonable as far as the Shareholders are concerned, and the issue of the Bonds is in the interest of the Company and the Shareholders as a whole.

## **EFFECTS ON SHAREHOLDING STRUCTURE**

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$3.00 per Share and no further issue of Shares, the Bonds will be convertible into approximately 76,666,666 Shares, representing approximately 9.35% of the issued share capital of the Company as at the date of this announcement and approximately 8.55% of the issued share capital of the Company as at the date of this announcement as enlarged by the issue of the Conversion Shares upon full conversion of the Bonds. The number of Conversion Shares to be issued upon conversion of any Bond shall be determined by dividing the principal amount of the Bond converted by the Conversion Price.

The Conversion Shares to be issued upon conversion of the Bonds will rank *pari passu* in all respects with the Shares then in issue on the relevant Conversion Date.

The following table summarizes the potential effects on the shareholding structure of the Company as a result of the Placement (by reference to the information on shareholdings available to the Company as at the date of this announcement and assuming full conversion of the Bonds and no further issue of Shares):

Shareholder	As at the date of this announcement		Immediately after full conversion of the Bonds into Conversion Shares at initial Conversion Price	
	<i>Number of Shares</i>	<i>%</i>	<i>Number of Shares</i>	<i>%</i>
Strong Eagle ( <i>Note 1</i> )	320,283,750	38.40	320,283,750	35.17
Bondholders	0	0.00	76,666,666	8.42
Other public shareholders	513,789,445	61.60	513,789,445	56.41
Total	<b>834,073,195</b>	<b>100.00</b>	<b>910,739,861</b>	<b>100.00</b>

*Notes:*

- (1) Strong Eagle is the beneficial owner of the 320,283,750 Shares and Strong Eagle is owned by Mr. Liu Hongwei, Mr. Sun Jinli, Mr. Xie Wen, Mr. Xiong Shi and Mr. Zhuo Jianming, as to 53%, 15%, 13%, 10% and 9% respectively. As Mr. Liu Hongwei controls more than one-third of the voting power at general meeting of Strong Eagle, he is deemed to be interested in the 320,283,750 Shares owned by Strong Eagle by virtue of the SFO.
- (2) The above figures are based on the assumption that no Share Option(s) in the Share Option Scheme has/have been exercised and no share(s) has/have been issued pursuant to the exercise.



## **EQUITY FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS**

The Company has not carried out any issue of equity securities for fund-raising purposes during the 12 months immediately preceding the date of this announcement.

## **GENERAL INFORMATION**

The Group is principally engaged in the design, fabrication and installation of conventional curtain walls and building integrated photovoltaic BIPV systems, and the development and operation of solar projects.

**Completion of each of the PSAs is subject to the satisfaction and/or waiver of the conditions precedent therein. In addition, each of the PSAs may be terminated in certain circumstances. Please refer to the section headed “THE PLACEMENT AND SUBSCRIPTION AGREEMENTS” above for further information.**

**WARNING: As each of the PSAs may or may not complete, and the Bonds may or may not be issued and/or the Conversion Shares may or may not be issued or listed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.**

## **DEFINITIONS**

In this announcement, unless the context otherwise requires, the following expressions have the following meanings when used herein:

“Agency Agreement”	the paying and conversion Agency Agreement to be entered into between the Company, the Trustee and the agents named therein
“BIPV”	Building Integrated Photovoltaic Technology
“Board”	the board of Directors of the Company
“Bonds”	HK\$230 million 12.00 per cent. convertible bonds due 2021 to be issued by the Company, pursuant to the PSAs.

“Bondholder(s)”	holder(s) of the Bond(s) from time to time
“Change of Control”	<p>occurs when:</p> <ul style="list-style-type: none"> <li>(i) one or more persons (other than Mr. Liu Hongwei, Strong Eagle or their respective affiliates) acting together acquires Control over the Company if such person or persons does not or does not have, and would not be deemed to have, Control of the Company on 15 October 2018; or</li> <li>(ii) Mr. Liu Hongwei (whether directly or indirectly, or as the beneficiary of a trust, acting individually or together) ceases to (a) hold at least 30% of the issued share capital of the Company or (b) by the largest single shareholder of the Company; or</li> <li>(iii) the Company consolidates with or merges into or sells or transfers all or substantially all of the assets of the Company to any other Person or Persons, acting together other than Mr. Liu Hongwei, Strong Eagle or their respective affiliates</li> </ul>
“China Merchants”	China Merchants Securities (HK) Co., Limited, a licensed corporation to carry out business in type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 6 (advising on corporate finance) and type 9 (asset management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong)
“Closing Date”	15 October 2018 or such other date (not being later than 29 October 2018) on which the Bonds are issued
“Companies (Winding-up and Miscellaneous Provisions) Ordinance”	the Companies (Winding-up and Miscellaneous Provisions) Ordinance (Chapter 32 of the laws of Hong Kong)

“Company”	China Singyes Solar Technologies Holdings Limited (中國興業太陽能技術控股有限公司), a company incorporated in Bermuda with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 0750)
“Conditions”	the terms and conditions in relation to the Bonds
“connected person(s)”	has the meaning ascribed to it in the Listing Rules
“Control”	the acquisition or control of more than 50% of the voting rights of the issued share capital of the Company or the right to appoint and/or remove all or the majority of the members of the Company’s Board of Directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership or share capital, the possession of voting rights, contract or otherwise.
“Conversion Date”	the conversion date in respect of a Bond
“Conversion Price”	the price at which the Shares will be issued upon conversion and the initial conversion price being HK\$3.00 per Conversion Share (subject to adjustment)
“Conversion Share(s)”	the Share(s) to be issued by the Company upon conversion of the Bonds
“Director(s)”	director(s) of the Company
“General Mandate”	the general mandate granted to the Directors by the Shareholders pursuant to an ordinary resolution passed at the annual general meeting of the Company held on 4 June 2018
“Guotai Junan”	Guotai Junan Securities (Hong Kong) Limited, a licensed corporation to carry out business in type 1 (dealing in securities) and type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong)

“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Issuer”	The Company
“Issue Documents”	the PSAs, the Agency Agreement and the Trust Deed in relation to the Placement
“Last Trading Day”	9 October 2018, being the last full trading day immediately before the time at which the PSAs were signed
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Maturity Date”	15 October 2021, being the date on which the Bonds mature
“NDRC”	The National Development and Reform Commission of the People’s Republic of China or its local counterparts
“NDRC Circular”	The Circular on Promoting the Reform of the Administrative System on the Issuance by Enterprises of Foreign Debt Filings and Registrations* (國家發展改革委關於推進企業發行外債備案登記制管理改革的通知 (發改外資[2015]2044號))
“Non-Conversion Share Listing Event”	occurs when approval has not been received from the Stock Exchange for the Shares to be issued on conversion of the Bonds to be listed on the Stock Exchange on or prior to the day falling 30 days after the 15 October 2018

“Placement”	the issue and private placement of the Bonds pursuant to the PSAs
“Placement and Subscription Agreement A”	a conditional placement and subscription agreement dated 10 October 2018 entered into between the Company, Guotai Junan and the Subscribers named therein in relation to the placement and subscription of the Bonds
“Placement and Subscription Agreement B”	a conditional placement and subscription agreement dated 10 October 2018 entered into between the Company, China Merchants and the Subscriber named therein in relation to the placement and subscription of the Bonds
“Placing Agents”	Guotai Junan and China Merchants
“PSAs”	Placement and Subscription Agreement A and Placement and Subscription B
“PRC”	the People’s Republic of China excluding, for the purpose of this announcement, Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“Regulation S”	Regulation S under the U.S. Securities Act
“Relevant Event”	occurs: <ul style="list-style-type: none"> <li>(i) when the Shares cease to be listed or admitted to trading or the trading of which is suspended for a period of more than twenty (20) consecutive trading days on the Stock Exchange or, if applicable, on alternative stock exchange; or</li> <li>(ii) where there is a Change of Control; or</li> <li>(iii) when there is a Non-Conversion Share Listing Event.</li> </ul>

“Shareholder(s)”	holder(s) of the Shares
“Share(s)”	ordinary share(s) of par value US\$0.01 each in the share capital of the Company
“Share Option(s)”	any share option(s) under the Share Option Scheme
“Share Option Scheme”	the share option scheme the Company adopted on 19 December 2008
“Stock Exchange”	the Stock Exchange of Hong Kong Limited
“Strong Eagle”	Strong Eagle Holdings Ltd., the beneficial owner of 320,283,750 Shares, representing approximately 38.40% of the issued share capital of the Company as at the date of this announcement
“Subscriber” or “Subscribers”	has the meaning ascribed to it in the Placement and Subscription Agreement A and/or Placement and Subscription Agreement B (as appropriate)
“subsidiary(ies)”	has the meaning ascribed to it in the Listing Rules
“Trustee”	The Bank of New York Mellon, London Branch, the trustee to be appointed in relation to the Bonds
“Trust Deed”	the Trust Deed to be entered into between the Company and the Trustee
“US\$”	the United States dollars, the lawful currency of the United States of America
“U.S. Securities Act”	means the U.S. Securities Act of 1933, as amended from time to time

“0%”

per cent.

“2018 Notes”

U.S.\$160,000,000 6.75% notes due 2018 (ISIN: XS1700800417) issued on 18 October 2017

By order of the Board

**China Singyes Solar Technologies Holdings Limited**

**Liu Hongwei**

*Chairman*

Hong Kong, 11 October 2018

*As at the date of this announcement, the executive Directors are Mr. Liu Hongwei (Chairman), Mr. Xie Wen and Mr. Xiong Shi, the non-executive Directors are Dr. Li Hong and Mr. Zhuo Jianming, and the independent nonexecutive Directors are Dr. Wang Ching, Mr. Yick Wing Fat, Simon and Dr. Tan Hongwei.*