

## 北京首航艾启威节能技术股份有限公司

# 关于与 ALFANAR ENERGY 签署迪拜 200 兆瓦聚光太阳能独立电厂 项目联合开发协议的公告

本公司及董事会全体成员保证信息披露内容的真实、准确和完整，没有虚假记载、误导性陈述或重大遗漏。

### 一、重要提示

1、北京首航艾启威节能技术股份有限公司（以下简称“公司”“首航节能”）与 ALFANAR ENERGY（以下简称“ALFANAR”）于近日签订《迪拜 200 兆瓦聚光太阳能独立电厂项目联合开发协议》。

2、该《联合开发协议》不构成关联交易，也不构成《上市公司重大资产重组管理办法》规定的重大资产重组。

3、本《联合开发协议》为对联合体各方部分权利和义务的约束性文件，本协议目前无需提交董事会和股东大会审议。

待双方的联合体在迪拜 200 兆瓦聚光太阳能独立电厂项目中标后，双方根据本《联合开发协议》以及具体的项目合同进一步确定各方权利义务后，公司将根据相关规定履行必要的审批程序。请关注风险提示中可能存在的风险。

### 二、联合开发协议对方基本情况

**企业名称：**ALFANAR ENERGY（阿尔法纳能源有限公司）；

ALFANAR ENERGY, a company organised under the laws of Saudi Arabia with registration number 1010436041, whose registered office is at PO Box 301, Between Exit 5&6, Northern Ring Road, Al Naf1 Area, Riyadh - 11411, Kingdom of Saudi Arabia (“Alfanar” )。

阿尔法纳能源有限公司，是一家根据[沙特阿拉伯]法律组织设立的公司，注册号码为[1010436041]，注册办公地点在[PO Box 301, 5&6 出口之间，北环路，Al Naf1 地区。Riyadh - 11411, 沙特阿拉伯王国 ]（“阿尔法纳”）

### 三、《联合开发协议》的主要内容

1、The Parties agree to form a consortium (the “Consortium”) for the purposes of the Bid and to implement the Project if the Bid is successful. During the Development Phase, the Parties shall on an exclusive basis jointly prepare and submit the Bid in accordance with the terms of this Agreement and in respect of each Parties’ respective roles which are set out in Clause 3. The Parties shall, if shortlisted, jointly negotiate and, if successful, jointly conclude the Project Documents and the Finance Documents with a view to implementing the Project.

为本投标以及实施本项目（如中标）的事宜，各方同意成立联合体（“联合体”）。在开发阶段，各方必须在排他基础上进行投标的联合准备以及文件提交工作。如果入围，双方应联合谈判；如果中标，双方应联合形成旨在实施本项目的项目文件以及融资文件。

The Parties confirm their appointment of Alfanar as the Lead Developer for the Consortium for the purposes of the RFP and the Bid.

各方共同确认，为了招标文件以及本投标之目的，任命阿尔法纳为联合体的牵头开发商。

2、As soon as reasonably practicable after the Parties have been successfully awarded the Project, the Parties, directly or through their respective wholly owned Affiliates, shall, or shall procure that their Affiliates shall, form the Investment Company which in accordance with the RFP shall own 49% of the Project Company.

在成功获得该项目后，双方应根据招标文件的要求，直接或通过其各自的全资子公司在合理可行的范围内尽快成立拥有项目公司49%股权的投资公司。

The Parties, directly or through one or more wholly owned Affiliates, will initially own the following Percentage Interests in the Investment Company (as the case may be) Alfanar: 70% (equivalent to 34.3% in the Project Company); and Shouhang: 30% (equivalent to 14.7% in the Project Company)

双方直接或通过一个或多个全资子公司将初步对投资公司拥有如下的权益比例（视情况而定）：阿尔法纳：70%（相当于项目公司中的34.3%）；.首航节能：30%（相当于项目公司的14.7%）。

3、The Parties intend to appoint Alfanar Construction and Shouhang as a member of the consortium forming the EPC Contractor for the preparation of the Bid and, if the Bid is successful, for the execution of the Project, together with the drafting of an EPC Contract term sheet, in the form set out in the RFP.

双方希望任命作为联合体成员的阿尔法纳与首航节能组成EPC 承包商准备本投标，且如果中标，则着手进行项目执行工作，以及根据招标文件的规定起草总承包合同条款。

The indicative scope split of each member of the consortium forming the EPC Contractor shall be as follows: Shouhang: with a range between 65% to 75%; and Alfanar Construction: with a range between 25% to 35%.

形成 EPC 承包商的每个联合机构成员的指示范围划分应为如下:首航：65%到75% 范围之内；以及阿尔法纳建设公司：25%到35% 范围之内。

4、In the event the Consortium is appointed as the preferred bidder by DEWA, the Consortium shall use the technology and equipment provided by Shouhang in the solar field and molten salt system on an exclusive basis.

如果联合体中标，联合体将在太阳岛和熔岩岛上排他性的使用“首航”的技术和设备。

5、The Parties intend to appoint Alfanar Energy, Shouhang and any third party (such thirdParty to be mutually agreed by each of Alfanar and Shouhang), as a member of the consortium forming the O&M Contractor for the preparation of the Bid and, if the Bid is successful, for the execution of the Project. Each of Alfanar and Shouhang shall endeavour (each acting reasonably) to find a suitable partner to act in the capacity as a member of the consortium forming the O&M Contractor.

各方任命阿尔法纳能源，首航和第三方（需要由阿尔法纳与首航互相协商）作为形成投标准备的运营管理承包商的联合机构的成员，如果投标成功，来执行项目。阿尔法纳和首航将努力（合理执行）作为形成运营管理承包商的联合机构成员，找到合适的合作伙伴以其能力采取行动。

6、The Parties agree to bear the costs and expenses, and the obligations and liabilities, of providing development security or other forms of security and financial commitments that are required in connection with the Bid, the RFP and the Project (together, “Development Security”) in proportion to their respective Percentage Interests and provide any related counter-indemnities accordingly (other than in respect of those costs and expenses, and the obligations and liabilities, of providing development security or other forms of security and financial commitments that are expressly set out in this Agreement). In all other circumstances not covered by this Agreement, the Parties agree to bear the costs and expenses, and the obligations and liabilities, of providing bid bonds in the following proportion: Alfanar - 70% and Shouhang - 30%.

双方同意通过提供本投标、招标文件以及本项目所要求的开发担保或其他形式的担保和融资承诺（合称“开发担保”），按其各自的权益比例承担成本、费用、义务与责任，并相应地提供任何相关的反赔偿措施（尽管有上述规定，双方同意按照阿尔法纳70%、首航节能30%的比例提供投标保证金以承担成本、费用、义务和责任）。

#### 四、对公司的影响

1、海外光热发电市场空间巨大，特别是中东地区光照资源非常好，非常适合光热发电项目的开发。这是首航节能参与的国外第一个大型光热发电项目，在国家大力推进“一带一路”战略的情况下，公司有望借助于这个项目的推进形成未来海外项目开发的模式，借助于国家“一带一路”的金融和市场扶持政策，扩大公司海外业务的营收。

2、该项目预计总投资额将在 15 亿美元左右（以最终中标的金额为准），若联合体中标，公司作为按照协议约定的承担 65%-75%比例 EPC 的公司，将有望给

公司带来可观的收入。

3、协议中明确了太阳岛和熔岩岛上排他性的使用“首航节能”的技术和设备,有利于保证公司在联合体中的利益,便于公司核心装备和技术走向国门。

4、迪拜太阳能公园项目规划光热发电 1GW,如果该 200MW 项目联合体能中标并获得 DEWA 的认可,有可能为后续的项目开发奠定基础。

## 五、风险提示

该协议所述项目能否中标尚存在不确定性,敬请广大投资者注意投资风险。此外,该项目为公司第一个海外光热发电项目,项目的开发存在不可控风险,敬请广大投资者注意风险。

## 六、备查文件

北京首航艾启威节能技术股份有限公司与 ALFANAR ENERGY (阿尔法纳能源有限公司)签订的《迪拜 200 兆瓦聚光太阳能独立电厂项目联合开发协议》

特此公告。

北京首航艾启威节能技术股份有限公司

董事会

2017 年 6 月 5 日