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天伦燃气
TIANLUN GAS

China Tian Lun Gas Holdings Limited

中國天倫燃氣控股有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock code: 01600)

**SUPPLEMENTAL AGREEMENT
MAJOR TRANSACTION
ACQUISITION OF THE ENTIRE EQUITY INTEREST IN
BEIJING HUI JI TAI ZHAN INVESTMENT COMPANY LIMITED**

Reference is made to the announcement (the “**Announcement**”) of China Tian Lun Gas Holdings Limited (the “**Company**”) dated 27 March 2015 in relation to, among others, the Acquisition. Capitalised terms used herein shall have the same meanings as those defined in the Announcement unless the context requires otherwise.

The Board announces that on 6 July 2015, Henan Tian Lun and the Vendors entered into a supplemental agreement (the “**Supplemental Agreement**”) to, among others, amend the Equity Transfer Agreement in relation to capital injection to the Target Company and payment mechanism of the Total Consideration.

Pursuant to the Supplemental Agreement, it has been agreed between Henan Tian Lun and the Vendors that:

1. The Vendors undertake and warrant that prior to the entering into of the Supplemental Agreement, the Vendors have, based on the assets of the Target Company as set out in the Equity Transfer Agreement, made a capital injection in the amount of RMB60,000,000 in cash into the Target Company, and have completed the necessary registration procedures with the relevant industry and commerce department in the PRC in relation to the capital injection;
2. The Second Payment shall be amended as follows:

Upon the registration of Henan Tian Lun as the shareholder holding 100% equity interest in the Target Company with the relevant industry and commerce department in the PRC, Henan Tian Lun shall, within five business days, pay RMB790,000,000 to the Vendors, being 91.86% of the Total Consideration.

3. The Third Payment shall be amended as follows:

A sum of RMB26,000,000 shall be payable by the Purchaser to the Vendors within 30 days after the date of fulfillment of the following conditions:

- (a) the Vendors have procured the entering into of the first gas consumption agreement before 31 December 2015 between Henan Hui Ji and the end-users (the “**End-Users**”) under the Lushan — Ru Zhou Pipeline Branch with the amount of total gas consumption reaching 100 million m³ per year; and
- (b) the Purchaser has received not less than RMB30,000,000 from the End-Users as security deposit.

4. Adding a fourth payment to the Equity Transfer Agreement, particulars of which are provided as follows:

A sum of RMB40,000,000 shall be payable by the Purchaser to the Vendors within 30 days after the date of fulfillment of the following conditions:

- (a) the Vendors have procured the entering into of the second gas consumption agreement before 30 June 2016 between Henan Hui Ji and the End-Users under the Lushan — Ru Zhou Pipeline Branch with the amount of total gas consumption amount reaching 200 million m³ per year; and
- (b) the Purchaser has received not less than RMB50,000,000 from the End-Users as security deposit.

5. In addition, a sum of RMB4,000,000 as the quality assurance fund for the Acquisition shall be paid by the Purchaser to the Vendors on 30 June 2016.

Save as the amendments disclosed above, all other terms and conditions under the Equity Transfer Agreement shall remain in full force and effect.

By Order of the Board
China Tian Lun Gas Holdings Limited
Zhang Yingcen
Chairman

Zhengzhou, the PRC, 6 July 2015

As at the date of this announcement, the executive Directors are Mr. Zhang Yingcen (Chairman), Mr. Xian Zhenyuan, Mr. Feng Yi, Mr. Sun Heng and Ms. Li Tao; and the independent non-executive Directors are Mr. Li Liuqing, Mr. Zhang Jiaming, Ms. Zhao Jun and Mr. Cao Zhibin.