

To: Securities and Futures Commission

Re: CHINA GAS INDUSTRY INVESTMENT HOLDINGS CO. LTD.

SFC Case No.: 1100-CF-12121

Date: 30 April 2026

We, the undersigned, hereby confirm that the remaining information in the redacted documents on display relating to China Gas Industry Investment Holdings Co. Ltd. (the “**Company**”) is considered adequate for the purpose of disclosing the nature and significance of the documents and for the Company to fulfil its disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

Yours faithfully

For and on behalf of

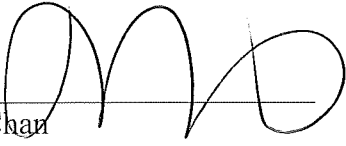
**China Gas Industry Investment Holdings Co. Ltd.**

  
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Hon Ming Sang

Authorised Representative

Yours faithfully,  
for and on behalf of  
Nuada Limited

  
\_\_\_\_\_  
Kim Chan  
*Director*

**China Gas Industry Investment Holdings Co. Ltd.**  
Cricket Squarer Hutchins Drive,  
PO Box 2681,  
Grand Cayman KY1 - 1111  
Cayman Islands

**Mr. Zhang Wenli**

[

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PRC

2026.01.19

Dear Mr. Zhang,

### **Appointment as a Non-executive Director of the Company**

We refer to the initial appointment letter dated 20 January 2023 (the "Original Appointment Letter" between you and China Gas Industry Investment Holdings Co. Ltd. (the "**Company**", and together with its subsidiaries, the "**Group**"). We are pleased to confirm your appointment to serve as a non-executive director of the board of directors (the "**Board**") of the Company subject to the terms and conditions as set out below:

It is agreed that this is a contract for services and is not a contract of employment.

#### **1. APPOINTMENT AND TERM**

- 1.1 Your appointment as a non-executive director of the Company shall be governed by the terms of this letter and shall be subject to the articles of association of the Company (the "Articles"), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and the Companies Law (2013 Revision) of the Cayman Islands, Cap. 22 (Law 3 of 1961) (as amended, supplemented or modified from time to time) (the "**Companies Law**").
- 1.2 Your term of appointment shall commence on 2026.01.20 (or such other date as may be agreed between you and the Company) (the "**Commencement Date**") for an initial term (the of three (3) years, subject to the rotation as required under the Articles, the Listing Rules and/or any applicable rules, and (if re-elected in accordance with the Articles, the Listing Rules and/or other applicable rules), shall be renewed and extended automatically for successive terms of three (3) years upon expiry of the then current term unless and until terminated by either you or the Company in accordance with Clause 4 below.

#### **2. DUTIES AND RESPONSIBILITIES**

- 2.1 As a non-executive director of the Company, you will have the same general duties and responsibilities to the Company as any other director, including the duties and responsibilities set out in the Listing Rules, the Companies Law, the Articles, and other applicable laws and regulations, and in particular:
  - 2.1.1 in common with the rest of the Board, you will comply with the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the "SFO") and rules made thereunder, the applicable provisions of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs and any other applicable laws and regulations, as amended from time to time;

- 2.1.2 you will perform your duties to the Company as a member of the Board, bring an objective view borne by your outside experience in matters of goals, objectives and strategy, assist the Board in providing the Company with effective leadership and ensure the continuing effectiveness of the management team and the high standards of probity within the Company;
- 2.1.3 you will be required to attend general meetings of the Company, meetings of the Board and of any committees, including but not limited to the audit committee, the nomination committee or the remuneration committee of the Company, when you are or will be appointed as the chairman or a member. If you are unavoidably unable to attend, as much prior notice as required under the Articles, the Companies Law, the Listing Rules or other applicable rules and regulations should be given to the Board;
- 2.1.4 you will disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you including all interests in the shares required to be disclosed by you under the applicable laws and regulations including but not limited to SFO and all interests in any business which competes or may be competing with the business of the Company and/or its subsidiaries or otherwise which may be in conflict with the interests of the Company and/or its subsidiaries from time to time. You will also keep the Board promptly informed (in writing if so requested) on a continuing basis of all changes to such arrangements;
- 2.1-5 you will not undertake any day to day management function in the business of the Company or any of its subsidiaries. You may receive shares or interests in securities from the Company or its subsidiaries (but not from connected persons (as defined in the Listing Rules)) as part of your director's fee; and
- 2.1.6 you undertake to inform the Board if you cease to qualify, or if you come to know of any circumstances which may render you being no longer qualified as a non-executive director of the Company under the Listing Rules, the Companies Law or the Articles or any other applicable rules and regulations. If the Board or The Stock Exchange of Hong Kong Limited considers that you are no longer qualified as a non-executive director of the Company and inform you thereof, your appointment will terminate automatically and you shall tender your resignation as a non-executive director of the Company.

By accepting this appointment, you have confirmed that you are able to and will commit and allocate sufficient time to meet the expectations of your role as a non-executive director of the Company; and you shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.

### **3. REMUNERATION**

- 3.1 Your remuneration will be fixed from time to time in accordance with the Articles by the shareholders at the Company's general meetings.
- 3.2 Your remuneration during the Term shall be HK\$600,000 per annum or a pro rata amount for any incomplete year payable in arrears on the first day of each financial year of the Company or upon termination of the appointment hereunder.
- 3.3 The Company shall reimburse you for all reasonable out-of-pocket costs, fees and expenses properly incurred in the performance of your duties as a non-executive director and you will, if so required, provide the Company with receipts or other evidence to the payment of such costs, fees and expenses.

3.4 You are recommended to seek professional advice on whether the amount of any remuneration payable to you as a director of the Company is subject to Hong Kong salaries tax.

#### **4. TERMINATION**

4.1 Your appointment hereunder will terminate automatically without any requirement for notice or compensation if:

4.1.1 you are disqualified to act as a director under the Articles, the Companies Law, the Listing Rules or any other applicable rules and regulations;

4.1.2 you retire from the office as a director in accordance with the Articles or the Companies Law;

4.1.3 you are removed from office as a director in accordance with the Articles or the Companies Law; or

4.1.4 you are not re-elected as a director when you offer yourself for re-election.

4.2 Your appointment hereunder may be terminated by the Company by summary notice in writing if you:

4.2.1 breach any of your material obligations and/or undertakings hereunder;

4.2.2 have become guilty of any serious misconduct or committed any material or repeated breach of your obligations as a director;

4.2.3 are guilty of conduct tending to bring the Company into disrepute;

4.2.4 become bankrupt or have an interim order made against you, or if you compound with your creditors generally;

4.2.5 are disqualified from being a director by reason of any court order; or

4.2.6 have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.

4.3 Subject to Clauses 4.1 and 4.2 above, either you or the Company may terminate your appointment hereunder at any time after the Commencement Date by giving the other party at least three (3) months' notice in writing or as may be agreed between you and the Company.

4.4 Upon termination of your appointment hereunder howsoever arising, you shall at the request of the Company resign from office as a director of the Company, and if appropriate, as a director of any other members of the Group.

4.5 Termination of your appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provision of Clause 7 below.

#### **5. INSURANCE**

You will be covered by any directors' and officers' liability insurance that the Company (in its sole and absolute discretion) purchases for the Board.

## 6. OBLIGATIONS OF THE COMPANY

The Company shall, as from time to time reasonably required, disclose to you the information regarding the business and financial position and affairs of the Company (which includes all subsidiaries) and details of any actual or prospective material change in the business or the financial position and affairs of the Company.

## 7. DUTY OF CONFIDENTIALITY

7.1 You are aware that the information in relation to the Company's business, finance and the transactions proceeded by the Company which you may have access to during your directorship are confidential information,

7.2 You shall not at any time (including during your directorship or after your directorship has terminated):

7.2.1 disclose in any form the confidential information in relation to the Company to any third party but disclosure to the relevant employees of the Company and the professionals, advisers and other agents employed by the Company if such disclosure is necessary for the performance of your responsibilities as a director shall not fall within this restriction;

7.2.2 use the confidential information in any form for the benefit of yourself and your relatives; and

7.2.3 knowingly let the confidential information of the Company be divulged but the information which may be obtained by the public without using any manpower resources (which is not due to your negligence, fault or omissions) do not fall within this restriction.

7.3 All the records, memoranda, reports, documents, etc. which you may have access to during your directorship are the properties of the Company. You shall return the same to the persons designated by the Board upon the expiry or termination of your directorship or the request of the Board during your directorship.

7.4 At the request of the Company and on the condition that the Company is liable for the expenses, you agree to execute contracts or confirmations with the Company in which you accept the restrictions set up by the Company in relation to its products, services, districts and time limit (or whatever is applicable under that condition) in order to protect the reasonable interests of the Company,

## 8. NOTICES

Any notice required to be given hereunder shall be in writing and delivered or sent to the relevant party personally or by post or by fax at its address or fax number set out below (or to such other address as such party hereto may from time to time designate to the others in writing):

To the Company:

Name: China Gas Industry Investment Holdings Co. Ltd.

Address in the PRC: No. 12 Yantai Road,  
Laoting Economic  
Development Zone,  
Hebei Province  
PRC

Attention: Mr. Song Changjiang

To the non-executive director:

Name: [Zhang Wenli]

[

Address in the PRC: ]

Any such notice shall be deemed to have been validly given (a) if delivered personally, at the time of such delivery; (b) if given or despatched by post, 2 days after the time of posting; and (c) if given or made by fax, at the time of despatch with the retention of the transmission receipt.

**9. ENTIRE AGREEMENT**

This letter of appointment constitutes the entire agreement of the parties about the subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

**10. GOVERNING LAW**

This letter of appointment is governed by, and shall be construed in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the parties hereby submit to the non-exclusive jurisdiction of the Hong Kong courts in connection herewith.

No terms and provisions of this letter of appointment is enforceable under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) by a person who is not a party to this letter of appointment.

Please confirm your acceptance of appointment as a non-executive director of the Company by signing, dating and returning to us the attached form of acceptance.

*[The remainder of this page is intentionally left blank]*

Yours sincerely,

For and on behalf of  
China Gas Industry Investment Holdings Co. Ltd.

A handwritten signature in black ink, appearing to be a stylized name, possibly 'Zhang' or similar, written in a cursive style.

Director

Form of Acceptance

I hereby confirm that I accept the appointment as a non-executive director of China Gas Industry Investment Holdings Co. Ltd. (the "**Company**") on the terms and conditions set out in this letter of appointment. I further confirm that I fully understand the contents of this letter of appointment and my duties and obligations as a non-executive director of the Company.

A handwritten signature in black ink, appearing to be 'Zhang Wenli', written over a horizontal line.

Zhang Wenli

Date: 19 January 2026