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GCL New Energy Holdings Limited
協鑫新能源控股有限公司
(Incorporated in Bermuda with limited liability)
(Stock code: 451)

**DISCLOSEABLE TRANSACTION IN RELATION TO INVESTMENT
IN JIALI (TIANJIN) ASSET MANAGEMENT ENTERPRISE
(LIMITED PARTNERSHIP)**

The Board announces that, on 29 May 2015 (after trading hours), the Company through its indirect wholly-owned subsidiaries, Nanjing GCL New Energy and Suzhou GCL New Energy, entered into the Partnership Agreement with Galaxy Capital and JIC Capital in relation to the establishment of Jiali (Tianjin) Asset Management Enterprise (Limited Partnership)* (嘉立(天津)資產管理合夥企業(有限合夥)) (the “**Limited Partnership**”), an investment fund with an initial capital commitment of RMB1,251,000,000 (equivalent to approximately HK\$1,585,017,000). In addition, the Company has also entered into the Investment Agreement and the Fund Repurchase Agreement in relation to the Limited Partnership.

Partnership Agreement

Pursuant to the Partnership Agreement:

- (i) Galaxy Capital (as limited partner) will invest RMB1,000,000,000 (equivalent to approximately HK\$1,267,000,000) in the Limited Partnership;
- (ii) Suzhou GCL New Energy (as limited partner) will invest RMB250,000,000 (equivalent to approximately HK\$316,750,000) in the Limited Partnership;

- (iii) Nanjing GCL New Energy (as general partner) will invest RMB1,000,000 (equivalent to approximately HK\$1,267,000) in the Limited Partnership; and
- (iv) JIC Capital (as fund manager) will be responsible for managing and investing the funds of the Limited Partnership.

Investment Agreement

On 29 May 2015 (after trading hours), Nanjing GCL New Energy, Suzhou GCL New Energy, Galaxy Capital and JIC Capital entered into the Investment Agreement regarding the Limited Partnership. Pursuant to the Investment Agreement, Galaxy Capital shall receive a fixed return of 8.9% per annum calculated based on its actual investment in the Limited Partnership. Nanjing GCL New Energy and Suzhou GCL New Energy shall only receive income from the investments of the Limited Partnership after Galaxy Capital has received the full amount of its capital contribution and fixed return, and has withdrawn from the Limited Partnership.

The investment focus of the Limited Partnership is new energy businesses which are related to, and can provide economies of scale benefits or synergies, to the Company's existing business.

Fund Repurchase Agreement

On 29 May 2015 (after trading hours), Galaxy Capital, Suzhou GCL New Energy, the Limited Partnership, the Company, Nanjing GCL New Energy and JIC Capital entered into the Fund Repurchase Agreement, pursuant to which Suzhou GCL New Energy has agreed to repurchase Galaxy Capital's interest in the Limited Partnership upon the occurrence of certain repurchase events (and in any event not more than three years of Galaxy Capital's investment in the Limited Partnership) at a consideration equal to the sum of Galaxy Capital's remaining investment in the Limited Partnership and any fixed return due to it under the Investment Agreement (plus any interest, default interest and applicable fees arising from late payment of such amount) calculated at the relevant time of the repurchase. If Suzhou GCL New Energy is unable to pay the consideration, the Company shall assume the obligation to repurchase Galaxy Capital's interest in the Limited Partnership.

Letter of Undertaking

On 29 May 2015, GCI-Poly (a company interested in approximately 62.28% of the issued share capital of the Company) provided a non-binding letter of undertaking to Galaxy Capital, pursuant to which GCL-Poly has undertaken to provide assistance under reasonable and practicable circumstances to the Company in meeting its obligations under the Fund Repurchase Agreement. This includes, but

is not limited to, GCL-Poly providing assistance to the Company in fund raising, or by making recommendations to the Company to increase the capital of its PRC onshore subsidiaries. The letter of undertaking shall not constitute any form of guarantee, indemnity, financial assistance or contractual obligation of GCL-Poly.

Listing Rules Implications

Pursuant to Rule 14.74 of the Listing Rules, the Fund Repurchase Agreement constitutes a grant of an option to Galaxy Capital which allows it to require Suzhou GCL New Energy or the Company to repurchase its remaining interest in the Limited Partnership upon the occurrence of certain repurchase events (and in any event not more than three years of Galaxy Capital's investment in the Limited Partnership). As the exercise of the option is not at the Company's discretion, the option is classified as if it had been exercised upon its grant.

As the Partnership Agreement, the Investment Agreement and Fund Repurchase Agreement all relate to the Limited Partnership, the Board considers that these agreements should be aggregated.

As one or more of the applicable percentage ratios in respect of the Partnership Agreement, the Investment Agreement and Fund Repurchase Agreement (in aggregate) exceeds 5% but is less than 25%, the entering into of the Partnership Agreement, the Investment Agreement and Fund Repurchase Agreement constitute a discloseable transaction of the Company and the Company shall comply with the reporting and announcement requirements under Chapter 14 of the Listing Rules.

DISCLOSEABLE TRANSACTION IN RELATION TO INVESTMENT IN JIALI (TIANJIN) ASSET MANAGEMENT ENTERPRISE (LIMITED PARTNERSHIP)

The Board announces that, on 29 May 2015 (after trading hours), the Company through its indirect wholly-owned subsidiaries, Nanjing GCL New Energy and Suzhou GCL New Energy, entered into the Partnership Agreement with Galaxy Capital and JIC Capital in relation to the establishment of the Limited Partnership, an investment fund with an initial capital commitment of RMB1,251,000,000 (equivalent to approximately HK\$1,585,017,000). In addition, the Company has also entered into the Investment Agreement and the Fund Repurchase Agreement in relation to the Limited Partnership.

Partnership Agreement

Pursuant to the Partnership Agreement:

- (i) Galaxy Capital (as limited partner) will invest RMB1,000,000,000 (equivalent to approximately HK\$1,267,000,000) in the Limited Partnership;
- (ii) Suzhou GCL New Energy (as limited partner) will invest RMB250,000,000 (equivalent to approximately HK\$316,750,000) in the Limited Partnership;
- (iii) Nanjing GCL New Energy (as general partner) will invest RMB1,000,000 (equivalent to approximately HK\$1,267,000) in the Limited Partnership; and
- (iv) JIC Capital (as fund manager) will be responsible for managing and investing the funds of the Limited Partnership.

Investment Agreement

On 29 May 2015 (after trading hours), Nanjing GCL New Energy, Suzhou GCL New Energy, Galaxy Capital and JIC Capital entered into the Investment Agreement regarding the Limited Partnership. Pursuant to the Investment Agreement, Galaxy Capital shall receive a fixed return of 8.9% per annum calculated based on its actual investment in the Limited Partnership. Nanjing GCL New Energy and Suzhou GCL New Energy shall only receive income from the investments of the Limited Partnership after Galaxy Capital has received the full amount of its capital contribution and fixed return, and has withdrawn from the Limited Partnership.

The investment focus of the Limited Partnership is new energy businesses which are related to, and can provide economies of scale benefits or synergies to, the Company's existing business.

Fund Repurchase Agreement

On 29 May 2015 (after trading hours), Galaxy Capital, Suzhou GCL New Energy, the Limited Partnership, the Company, Nanjing GCL New Energy and JIC Capital entered into the Fund Repurchase Agreement, pursuant to which Suzhou GCL New Energy has agreed to repurchase Galaxy Capital's interest in the Limited Partnership upon the occurrence of certain repurchase events (and in any event not more than three years of Galaxy Capital's investment in the Limited Partnership) at a consideration equal to the sum of Galaxy Capital's remaining investment in the Limited Partnership and any fixed return due to it under the Investment Agreement (plus any interest, default interest and applicable fees arising from late payment of such amount) calculated at the relevant time of the repurchase. If Suzhou GCL New Energy is unable to pay the consideration, the Company shall assume the obligation to repurchase Galaxy Capital's interest in the Limited Partnership.

Letter of Undertaking

On 29 May 2015, GCL-Poly (a company interested in 62.28% of the issued share capital of the Company) provided a non-binding letter of undertaking to Galaxy Capital, pursuant to which GCL-Poly has undertaken to provide assistance under reasonable and practicable circumstances to the Company in meeting its obligations under the Fund Repurchase Agreement. This includes, but is not limited to, GCL-Poly providing assistance to the Company in fund raising, or by making recommendations for the Company to increase the capital of its PRC onshore subsidiaries. The letter of undertaking shall not constitute any form of guarantee, indemnity, financial assistance or contractual obligation of GCL-Poly.

A. PRINCIPAL TERMS OF THE PARTNERSHIP AGREEMENT

Date	29 May 2015
Parties	(1) Galaxy Capital, as limited partner (2) Suzhou GCL New Energy, as limited partner (3) Nanjing GCL New Energy, as general partner (4) JIC Capital, as fund manager
Subject matter	Nanjing GCL New Energy, Suzhou GCL New Energy, Galaxy Capital and JIC Capital have agreed to the establishment of the Limited Partnership which is an investment fund with an initial capital commitment of RMB1,251,000,000 (equivalent to approximately HK\$1,585,017,000)
Capital commitment	(1) Galaxy Capital shall invest RMB1,000,000,000 (equivalent to approximately HK\$1,267,000,000) in the Limited Partnership; (2) Suzhou GCL New Energy shall invest RMB250,000,000 (equivalent to approximately HK\$316,750,000) in the Limited Partnership; and (3) Nanjing GCL New Energy shall invest RMB1,000,000 (equivalent to approximately HK\$1,267,000) in the Limited Partnership.

Matters requiring unanimous partner approval The following matters shall be determined by the unanimous approval of the partners:

- (1) disposals of Limited Partnership's fixed assets;
- (2) transfer or disposal of the Limited Partnership's intellectual property;
- (3) provision of guarantees by the Limited Partnership to third parties; and
- (4) other matters as so required under PRC laws and the provisions of the Partnership Agreement.

Management of the Limited Partnership JIC Capital shall be appointed as manager, and shall be responsible for the day to day management and operations of the Limited Partnership.

B. PRINCIPAL TERMS OF THE INVESTMENT AGREEMENT

Date 29 May 2015

Parties

- (1) Galaxy Capital, as preferred limited partner
- (2) Suzhou GCL New Energy, as subordinated limited partner
- (3) Nanjing GCL New Energy, as general partner
- (4) JIC Capital, as fund manager

Term The initial term of the Limited Partnership will be two years. Unless the Limited Partnership is dissolved by the Partners Committee, the term will be automatically extended by one year. Within 6 months before the expiration of the term (including the initial term and the automatic extension of one year if applicable), the term can be further extended for an extra one year period upon the Partners Committee's approval. If the partners cannot reach consensus on the extension of the term, the Limited Partnership shall be dissolved upon the expiration of the term.

**Payment of
the capital
contribution**

The partners shall make their capital contribution in the Limited Partnership in cash in two instalments:

- (i) **First Instalment:** Within a reasonable time limit specified by JIC Capital by written notice, Suzhou GCL New Energy shall pay RMB2,000,000 (equivalent to approximately HK\$2,534,000) as the first instalment of capital contributions to the Limited Partnership;
- (ii) **Second Instalment:** Based on the actual needs of the Limited Partnership and within a reasonable period of time, JIC Capital shall then serve notices to Suzhou GCL New Energy and Galaxy Capital to pay the remainder of their capital contributions. Galaxy Capital's obligation to pay its capital contribution shall be subject to Suzhou GCL New Energy having first paid its total capital contribution in full.

JIC Capital will issue notices to Suzhou GCL New Energy and Galaxy Capital and specify the time limit for making capital contributions in the notices. Both Suzhou GCL New Energy and Galaxy Capital shall make full payment of the capital contribution for each instalment within the time limit stated in the notices issued by JIC Capital.

Nanjing GCL New Energy shall pay its capital contribution as and when required by specific notice from JIC Capital.

Investment focus

The investment proceeds to be raised by the Limited Partnership shall be used for the purpose of making equity or debt investments in the new energy industry, and specifically, to provide bridge financing and financial leverage for the acquisition of new energy businesses which are related to, and can provide economies of scale benefits or synergies to, the Company's existing business.

**Investment
restrictions**

The capital of the Limited Partnership shall not (1) be invested in other venture capital companies or partnerships without the consent of the investment committee of the Limited Partnership; (2) make any high-risk investments including, among the other things, secondary market stock trading, futures, real estate projects, stock market investment funds, corporate bonds and financial derivatives; (3) make any sponsorships, donations or other payments for a similar purpose; or (4) make any investments other than those permitted under the Investment Agreement. The Limited Partnership shall not invest in any companies as an investor with unlimited liability.

Fund management

Nanjing GCL New Energy, as the general partner, shall delegate all of its management power over the Limited Partnership to JIC Capital. JIC Capital, as the manager of the Limited Partnership, shall have the authority to act for the Limited Partnership. All business of the Limited Partnership shall be conducted in the name of the Limited Partnership.

**Investment
committee**

JIC Capital shall establish an investment committee whose principal responsibility will be to review matters relating to the investment, acquisition, sale and transfer of the Limited Partnership's assets and make decisions in accordance with the procedures of the Limited Partnership.

**Partners
Committee**

The Partners Committee shall comprise the partners of the Limited Partnership. The Partners Committee will have the power to:

- (1) amend or supplement the Partnership Agreement,
- (2) approve the addition of a new limited partner;
- (3) determine an increase or decrease the capital contribution of partners;
- (4) determine that a limited partner pledge its interest in the Limited Partnership;

- (5) review and approve transactions between (a) the Limited Partnership and (b) Nanjing GCL New Energy, JIC Capital and other connected persons;
- (6) extend the term of the Limited Partnership; and
- (7) terminate the Partnership Agreement or dissolve the Limited Partnership.

Distributions

Distributions from the Limited Partnership (including the income generated by investments and the proceeds upon transfer of the assets of the Limited Partnership) will be applied among the partners of the Limited Partnership in the following order of priority:

- (1) The Limited Partnership shall first distribute to Galaxy Capital a fixed return each quarter based on a simple annualised rate of return of 8.9% on the actual investment of Galaxy Capital within one business day of the end of each quarter calculated from the date of payment of Galaxy Capital's capital contribution into the Limited Partnership. After the expiration of two years of the formation of the Limited Partnership, distributions by dividends or in other forms each quarter may be made to Galaxy Capital to partially or fully repay Galaxy Capital's capital contribution. Partial repayment shall be made in the amount of multiples of RMB100,000,000 (equivalent to approximately HK\$126,700,000). Galaxy Capital shall withdraw from the Limited Partnership when Galaxy Capital has received the full amount of repayment which equals to its capital contribution and the fixed return.
- (2) After Galaxy Capital has received the full amount of its capital contribution and fixed return and has withdrawn from the Limited Partnership, the Limited Partnership may then distribute returns to Nanjing GCL New Energy, but the aggregate amount shall be limited to Nanjing GCL New Energy's actual capital contribution.

- (3) After Galaxy Capital has received the full amount of its capital contribution and fixed return and has withdrawn from the Limited Partnership, and Nanjing GCL New Energy has received its return of capital, the Limited Partnership may then distribute returns to Suzhou GCL New Energy which represents the remainder of any assets distributable by the Limited Partnership.

Fees and expenses Each of the partners of the Limited Partnership shall pay the following fees and expenses in accordance to the proportion of their actual investment in the Limited Partnership (except Galaxy Capital whose obligation to pay such fees and expenses is borne by Suzhou GCL New Energy):

- (1) partnership establishment and preparation expenses;
- (2) operational expenses, including a custodian fee of 0.1% per annum on Galaxy Capital's actual investment in the Limited Partnership payable to Evergrowing Bank;
- (3) a fund management fee of 1.5% per annum payable to JIC Capital based on Galaxy Capital's actual investment in the Limited Partnership. Nanjing GCL New Energy as general partner will not receive a fund management fee;
- (4) third party expenses incurred in investing, holding, operating or selling investment projects;
- (5) taxes payable by the Limited Partnership; and
- (6) any liquidation expenses of the Limited Partnership

Withdrawal and transfer by the general partner

Nanjing GCL New Energy, as the general partner, cannot voluntarily withdraw from the Limited Partnership without the unanimous approval by all the limited partners. Nanjing GCL New Energy will be deemed as having withdrawn from the Limited Partnership upon the occurrence of one of the following events of deemed withdrawal:

- (1) revocation of its business license;
- (2) bankruptcy;
- (3) loss of relevant qualifications; or
- (4) a mandatory court order deciding against its ownership interest in the Limited Partnership.

After its withdrawal from the Partnership, Nanjing GCL New Energy shall bear unlimited joint liability in relation to any liabilities of the Limited Partnership occurring before its withdrawal. Nanjing GCL New Energy shall not transfer or place any encumbrance on its interest in the Limited Partnership.

Withdrawal and transfer by limited partners

Voluntary withdrawal

A limited partner will be able to voluntarily withdraw from the Limited Partnership after 30 days of serving written notice to JIC Capital upon one of the following events:

- (1) unanimous approval by the partners and JIC Capital;
- (2) circumstances arise which cause difficulties for the limited partner to continue in the business of the Limited Partnership;
- (3) there is a serious breach of the Partnership Agreement or the Investment Agreement; or
- (4) another event of withdrawal under the Investment Agreement has arisen.

Deemed withdrawal

A limited partner will be deemed as having withdrawn upon the one of following events of deemed withdrawal:

- (1) revocation of business license;
- (2) bankruptcy;
- (3) loss of relevant qualifications; or
- (4) a mandatory court order deciding against its ownership interest in the Limited Partnership.

Mandatory withdrawal

A limited partner shall mandatorily withdraw from the Limited Partnership with the approval of the other partners if:

- (1) it has not made its capital contribution into the Limited Partnership within 60 days of the relevant time limit;
- (2) it causes a material loss to the Limited Partnership due to an intentional act or gross negligence; or
- (3) any other circumstances which may seriously damage the Limited Partnership or other partners.

When a limited partner withdraws, the Limited Partnership shall redeem such limited partner's interest in the Limited Partnership based on the financial condition of the Limited Partnership at the time.

Withdrawal of Galaxy Capital The maximum term for Galaxy Capital's investment in the Limited Partnership shall be three years. After the expiration of two years of Galaxy Capital's investment, Galaxy Capital may (1) withdraw and receive the repayment which equals to full or part of Galaxy Capital's capital contribution and the relevant fixed return under the Investment Agreement from the Limited Partnership; or (2) transfer its interest in the Limited Partnership to Suzhou GCL New Energy or the Company and receive the repayment which equals to full or part of Galaxy Capital's capital contribution and the relevant fixed return. After the expiration of two years of Galaxy Capital's investment, Galaxy Capital shall have the option to extend the term for an additional one year period or withdraw from the Limited Partnership.

Transfer Galaxy Capital may transfer its interest or its income rights in the Limited Partnership to third parties in accordance with the Investment Agreement. However, Galaxy Capital must first offer to transfer such rights to Suzhou GCL New Energy, the Company or its related parties under the Fund Repurchase Agreement.

C. PRINCIPAL TERMS OF THE FUND REPURCHASE AGREEMENT

(i) Date

29 May 2015

(ii) Parties

- (1) Galaxy Capital
- (2) Suzhou GCL New Energy
- (3) the Limited Partnership
- (4) the Company
- (5) Nanjing GCL New Energy
- (6) JIC Capital

(iii) Subject Matter

Suzhou GCL New Energy has agreed to repurchase Galaxy Capital's interest in the Limited Partnership upon the occurrence of certain repurchase events (as described below) and in any event not more than three years of Galaxy Capital's investment in the Limited Partnership, at a consideration equal to the sum of Galaxy Capital's remaining investment in the Limited Partnership and any fixed return due under the Investment Agreement (plus any interest, default interest and applicable fees arising from late payment of such amount) calculated at the relevant time of the repurchase.

If Suzhou GCL New Energy is unable to pay the consideration, the Company shall assume the obligation to repurchase Galaxy Capital's interest in the Limited Partnership. The Company may satisfy its obligation to repurchase Galaxy Capital's share in the Limited Partnership by nominating an appropriate PRC onshore third party provided that this does not breach PRC laws.

(iv) Consideration

The total consideration payable to Galaxy Capital shall equal the sum of Galaxy Capital's remaining investment in the Limited Partnership and any fixed return due to it under the Investment Agreement (plus any interest, default interest and applicable fees arising from late payment of such amount) calculated at the relevant time of the repurchase.

(v) Payment of the consideration

The total consideration under the Fund Repurchase Agreement shall be paid upon the earlier of the following repurchase events:

- (1) Galaxy Capital not having received its fixed return due under the Investment Agreement within 5 business days;
- (2) Galaxy Capital's asset management plan, the "Galaxy Capital Evergrowing Bank GCL Special Asset Management Plan (銀河資本恒豐銀行協鑫專項資產管理計劃)", being terminated;
- (3) after the expiration of two years of its capital contribution, (i) Galaxy Capital having issued a partnership exit notice to the Limited Partnership and the Limited Partnership being unable to repay Galaxy Capital its remaining investment and fixed return within a reasonable period of time after receiving the exit notice (in any event the reasonable period of time shall be at least 5 business days from which the Limited Partnership receives

the exit notice); or (ii) upon 5 business days of Galaxy Capital having issued a repurchase notice to Suzhou GCL New Energy or the Company requiring Suzhou GCL New Energy or the Company to repurchase its interest in the Limited Partnership;

- (4) in the opinion of Galaxy Capital and JIC Capital, the occurrence of one of the following events which would threaten Galaxy Capital from recouping its investment and fixed return upon exit from the Limited Partnership:
- a. the Limited Partnership, Suzhou GCL New Energy and/or the Company suffering material difficulties in its operations or a material deterioration in its financial condition; or
 - b. Galaxy Capital reasonably believes that the recouping of its investment and fixed return from the Limited Partnership is threatened because the obligations under the Fund Repurchase Agreement, the Partnership Agreement and Investment Agreement cannot be fulfilled or have been determined to be invalid or partially invalid.

If Suzhou GCL New Energy or the Company delays repayment of Galaxy Capital's entitlement to its investment and fixed return then default interest shall be payable in the amount of 0.05% per day, and such interest shall be compounded daily.

The consideration for the transfer of Galaxy Capital's interest in the Limited Partnership was determined on normal commercial terms after arm's length negotiations between the parties of the Fund Repurchase Agreement after taking into account (a) the capital contribution to be made by Galaxy Capital; (b) the expected value of the economies of scales benefits and synergies of the Limited Partnership's investments to the Company; and (c) the expected return of the Limited Partnership's investments.

As the acquisition of Galaxy Capital's interest under the Limited Partnership is subject to Galaxy Capital's discretion, the acquisition may or may not proceed. Shareholders and any potential investors are advised to take caution in dealing in the securities of the Company. The Company will comply with the applicable requirements under the Listing Rules as and when the option under the Fund Repurchase Agreement is exercised.

D. LETTER OF UNDERTAKING

On 29 May 2015, GCL-Poly provided a non-binding letter of undertaking to Galaxy Capital, pursuant to which GCL-Poly has undertaken to provide

assistance under reasonable and practicable circumstances to the Company in meeting its obligations under the Fund Repurchase Agreement. This includes, but is not limited to, GCL-Poly providing assistance to the Company in fund raising, or by making recommendations to the Company to increase the capital of its PRC onshore subsidiaries. The letter of undertaking shall not constitute any form of guarantee, indemnity, financial assistance or contractual obligation of GCL-Poly.

2. LISTING RULES IMPLICATIONS

Pursuant to Rule 14.74 of the Listing Rules, the Fund Repurchase Agreement constitutes a grant of an option to Galaxy Capital which allows it to require Suzhou GCL New Energy or the Company to repurchase its remaining interest in the Limited Partnership upon the occurrence of certain repurchase events (and in any event not more than three years of Galaxy Capital's investment in the Limited Partnership). As the exercise of the option is not at the Company's discretion, the option is classified as if it had been exercised upon its grant.

As the Partnership Agreement, the Investment Agreement and Fund Repurchase Agreement all relate to the Limited Partnership, the Board considers that these agreements should be aggregated.

As one or more of the applicable percentage ratios in respect of the Partnership Agreement, the Investment Agreement and Fund Repurchase Agreement (in aggregate) exceeds 5% but is less than 25%, the entering into of the Partnership Agreement, the Investment Agreement and Fund Repurchase Agreement constitute a discloseable transaction of the Company and the Company shall comply with the reporting and announcement requirements under Chapter 14 of the Listing Rules.

To the best of the Directors' knowledge, information and belief having made all reasonable inquiry, Galaxy Capital, JIC Capital and their ultimate beneficial owners are third parties independent of the Company and are not connected persons of the Company.

3. REASONS AND BENEFITS OF THE DISCLOSEABLE TRANSACTION

Since May 2014, the Company has announced various renewable energy projects and acquisitions relating to the new nature and scope of the business of the Group, including the Company's announcements dated 21 May 2014, 26 August 2014, 28 August 2014, 6 October 2014, 10 November 2014, 28 November 2014, 4 December 2014, 6 January 2015 and 2 March 2015.

Renewable energy is a new core focus of the Group's business and the Group will continue to invest in, construct and develop additional photovoltaic power stations.

The Limited Partnership's investment focus is to make equity or debt investments in the new energy industry, and specifically, to provide bridge financing and financial leverage for the acquisition of new energy business which are related to, and can provide economies of scale benefits or synergies to, the Company's existing business. Accordingly, the Directors believe that the Limited Partnership's investment focus is in line with the business strategy of the Group.

The Directors believe that the possible repurchase of Galaxy Capital's interest in the Limited Partnership represents a good investment opportunity and the Company anticipates a reasonable return from these investments. The Group's investment in the Limited Partnership can provide an additional source of funding for the Group's projects.

Based on the above reasons, the Directors believe and consider that the terms of the Partnership Agreement, the Investment Agreement and the Fund Repurchase Agreement are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

4. INFORMATION ON THE PARTIES TO THE DISCLOSEABLE TRANSACTION

Galaxy Capital

Galaxy Capital is an asset management company specializing in asset management for specific clients and other businesses approved by the China Securities Regulatory Commission (CSRC Approval [2014] No. 356). The scope of business for Galaxy Capital covers asset management for specific clients and other businesses approved by the China Securities Regulatory Commission, including real estate investment, investment management, investment consulting, venture capital, asset management, business consulting and marketing planning.

JIC Capital

JIC Capital is a private equity fund management company. JIC Capital is primarily engaged in management and operation of venture capital funds, industry funds, buyout funds, mezzanine funds and other private equity funds, as well as investment banking and financial advisory services in relation to fund investment.

Limited Partnership

The Limited Partnership is an investment fund established in the PRC. The Limited Partnership's investment focus is to make equity or debt investments in the new energy industry, and specifically, to provide bridge financing and financial leverage for the acquisition of new energy business which are related to, and can provide economies of scale benefits or synergies to, the Company's existing business.

Group

The Group is principally engaged in development, construction, investment, operation and management of photovoltaic power station projects as well as providing energy storage, energy efficiency, intelligent micro-grid and energy distribution solutions to its customers and joint venture partners. The Group is also engaged in manufacturing and selling of printed circuit boards.

5. DEFINITIONS

Unless the context otherwise requires, the following expressions have the following meanings in this announcement:

“Board”	the board of the Directors
“Company”	GCL New Energy Holdings Limited, a company incorporated in Bermuda with limited liability and the Shares of which are listed on the Main Board of the Stock Exchange, with stock code 451
“connected person(s)”	has the same meaning ascribed to it under the Listing Rules
“Partnership Agreement”	the agreement dated 29 May 2015 between Nanjing GCL New Energy (as general partner), Suzhou GCL New Energy (as a limited partner), Galaxy Capital (as a limited partner) and JIC Capital (as fund manager) in relation to the Limited Partnership
“Director(s)”	director(s) of the Company
“Evergrowing Bank”	Evergrowing Bank Company Ltd. (恒豐銀行股份有限公司), a company incorporated in the PRC with limited liability

“Galaxy Capital”	Galaxy Capital Asset Management Company Limited* (銀河資本資產管理有限公司), a company limited in the PRC with limited liability
“GCL-Poly”	GCL-Poly Energy Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange, with stock code 3800. As at the date of this announcement, GCL-Poly is interested in approximately 62.28% of the issued share capital of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Investment Agreement”	the agreement dated 29 May 2015 between Nanjing GCL New Energy, Galaxy Capital, Suzhou GCL New Energy and JIC Capital in relation to the management and operation of the Limited Partnership
“JIC Capital”	JIC Capital Management (Tianjin) Ltd* (中建投資本管理(天津)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
“Limited Partnership”	Jiali (Tianjin) Asset Management Enterprise (Limited Partnership)* (嘉立(天津)資產管理合夥企業(有限合夥)), a limited partnership established in the PRC
“Nanjing GCL New Energy”	Nanjing GCL New Energy Development Company Limited* (南京協鑫新能源發展有限公司), an indirect wholly owned subsidiary of the Company which is incorporated in the PRC with limited liability
“Partners Committee”	a committee comprising all partners of the Limited Partnership for the purpose of considering certain key decisions in relation to the Limited Partnership

“PRC”	the People’s Republic of China, and for the purpose of this announcement, excluding Hong Kong, the Macao Special Administrative Region of the People’s Republic of China and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	ordinary shares of one-two-hundred-fortieth (1/240) of a Hong Kong dollar each (equivalent to HK\$0.00416) in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiaries”	has the same meaning ascribed to it under the Listing Rules
“Suzhou GCL New Energy”	Suzhou GCL New Energy Investment Company Limited* (蘇州協鑫新能源投資有限公司), an indirect wholly owned subsidiary of the Company which is incorporated in the PRC with limited liability
“%”	per cent.

This announcement contains translations between Renminbi and Hong Kong dollar amounts at RMB1= HK\$1.2670, being the exchange rate prevailing on 29 May 2015. The translations should not be taken as a representation that the Renminbi could actually be converted into Hong Kong dollars at that rate or at all.

** All of the English titles or names of the PRC laws and regulations, as well as certain items contained in this announcement have been included for identification purpose only and may not necessarily be the official English translations of the corresponding Chinese titles or names. If there is any inconsistency between the English translations and the Chinese titles or names, the Chinese titles or names shall prevail.*

By order of the Board
GCL New Energy Holdings Limited
 協鑫新能源控股有限公司
Tang Cheng
 Chairman

Hong Kong, 29 May 2015

As at the date of this announcement, the executive Directors are Mr. Zhu Gongshan, Mr. Tang Cheng, Mr. Zhang Guoxin, Ms. Hu Xiaoyan, Mr. Sun Xingping and Mr. Yip Sum Yin; the non-executive Directors are Mr. Zhu Yufeng, Ms. Sun Wei and Mr. Sha Hongqiu; and the independent non-executive Directors are Mr. Wang Bohua, Mr. Xu Songda, Mr. Wang Yanguo, Mr. Lee Conway Kong Wai and Dr. Chen Ying.