

Form A  
表格甲

To be valid, the whole of this document must be returned.  
本文件必須整份交還，方為有效。

Provisional Allotment Letter No.  
暫定配額通知書編號

[Empty box for Provisional Allotment Letter No.]

IMPORTANT  
重要提示

THIS FORM IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:00 P.M. ON WEDNESDAY, 27 JANUARY 2016.

此乃有價值及可轉讓之表格，並應即時處理，本文件及隨附之超額供股股份申請表格所載之供股建議將於二零一六年一月二十七日（星期三）下午四時正截止。

IF YOU ARE IN ANY DOUBT ABOUT THIS FORM, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF GCL NEW ENERGY HOLDINGS LIMITED (THE "COMPANY"), YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本表格或應採取之行動有任何疑問或如閣下已出售閣下名下全部或部分協鑫新能源控股有限公司（「本公司」）之股份，應諮詢閣下之股票經紀或其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this form, together with a copy of the rights issue prospectus of the Company dated 6 January 2016 (the "Prospectus") and a copy of the form of application for excess Rights Shares, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong. The Registrar of Companies in Hong Kong and the Securities and Futures Commission in Hong Kong take no responsibility as to the contents of any of these documents.

本表格之副本連同於二零一六年一月六日刊發之本公司之供股章程（「供股章程」）之副本及超額供股股份申請表格之副本，已遵照香港法例第342C章公司（清盤及雜項條文）條例第342C條之規定於香港公司註冊處處長註冊。香港公司註冊處處長與香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

香港交易及結算有限公司、香港聯合交易所有限公司（「聯交所」）及香港中央結算有限公司（「香港結算」）對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本文件全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

THIS FORM IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES. The Prospectus Documents will not be registered or filed under any applicable securities or equivalent legislation of any jurisdictions other than Hong Kong. Subject to certain exceptions, no action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus Documents in any territory or jurisdiction outside Hong Kong.

本表格不可直接或間接在或向美國刊發、發放或派發。供股章程文件不會根據香港以外任何司法權區的任何適用證券法或對等法例登記或備案。除若干例外情況外，概無就於香港以外任何地區或司法權區獲准發售供股股份或派發供股章程文件而採取任何行動。



GCL NEW ENERGY HOLDINGS LIMITED

協鑫新能源控股有限公司  
(Incorporated in Bermuda with limited liability)  
(於百慕達註冊成立之有限公司)  
(Stock Code: 451)  
(股份代號：451)

Branch Share Registrar and Transfer office:

Tricor Abacus Limited  
Level 22, Hopewell Centre  
183 Queen's Road East  
Wanchai, Hong Kong

股份過戶登記分處：

卓佳雅柏勤有限公司  
香港灣仔  
皇后大道東183號  
合和中心22樓

Principal place of business in Hong Kong:  
Unit 1707A, Level 17  
International Commerce Centre  
1 Austin Road West  
Kowloon, Hong Kong

香港主要營業地點：  
香港九龍  
柯士甸道西1號  
環球貿易廣場  
17樓1707A室

PROPOSED RIGHTS ISSUE OF  
5,201,922,393 RIGHTS SHARES  
AT THE SUBSCRIPTION PRICE OF HK\$0.45 PER RIGHTS SHARE  
ON THE BASIS OF THREE RIGHTS SHARES FOR EVERY EIGHT EXISTING  
SHARES HELD ON THE RECORD DATE  
建議按認購價每股供股股份0.45港元供股  
5,201,922,393股供股股份  
基準為於記錄日期每持有八股現有股份  
可獲配發三股供股股份  
PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN  
4:00 P.M. ON WEDNESDAY, 27 JANUARY 2016  
股款須不遲於二零一六年一月二十七日（星期三）  
下午四時正接納時繳足  
PROVISIONAL ALLOTMENT LETTER  
暫定配額通知書

Name(s) and address of Qualifying Shareholder(s)

合資格股東之姓名及地址

[Empty box for Name(s) and address of Qualifying Shareholder(s)]

Total number of existing Shares registered in your name(s) at 5:00 p.m. on Tuesday, 5 January 2016  
於二零一六年一月五日（星期二）下午五時正登記於閣下名下之現有股份總數

BOX A  
甲欄

Number of Rights Shares allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Wednesday, 27 January 2016  
配發予閣下之供股股份數目，股款最遲須於二零一六年一月二十七日（星期三）下午四時正接納時繳足

BOX B  
乙欄

Total subscription monies payable on acceptance in full  
應繳認購股款總額，股款須於接納時繳足

BOX C  
丙欄

HK\$  
港元

Please insert your contact telephone no. here:

請在此填上閣下之聯絡電話：

Terms defined in the Prospectus have the same meanings herein unless the context otherwise requires.

The Underwriter has the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice to the Company at any time prior to the Latest Time for Termination, in certain circumstances set out in the Underwriting Agreement. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out below in this Provisional Allotment Letter under the heading "Termination of the Underwriting Agreement".

根據包銷協議，包銷商有權在包銷協議內所載之若干情況下，於最後截止時間前，隨時向本公司發出通知終止包銷協議，包銷商有權終止包銷協議之詳情請參閱本暫定配額通知書下文「終止包銷協議」一節內。

The Rights Issue is conditional upon, among other things, (i) the Underwriting Agreement becoming unconditional and not being terminated; and (ii) the GCL-Poly Rights Issue having become unconditional. If the Rights Issue does not become unconditional, the Rights Issue will not proceed. Any dealings in the Company's Shares up to the date on which the conditions to which the Rights Issue is subject are fulfilled (which is currently expected to be 4:00 p.m. Monday, 1 February 2016), or in the Nil Paid Rights on the Stock Exchange during the period in which they may be traded, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

供股須待（其中包括）(i) 包銷協議成為無條件及並無被終止，及(ii) 供股協議成為無條件，方可作實。倘若供股並未成為無條件，則供股將不會進行。截至供股之所有獲准進行之條件達成當日（目前預期為二零一六年二月一日（星期一）下午四時正）止之任何本公司股份買賣，或於未繳股款供股時進行買賣之期間，均須承受供股未必成為無條件或未必進行之風險。

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in Shares or Nil Paid Rights during these periods.

投資者如對其就其有任何疑問，應諮詢彼等顧問有關於該等期間買賣股份或未繳股款供股之專業意見。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in the Central Clearing and Settlement System ("CCASS") with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other date as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之股份收訖規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或香港結算決定之其他日期起，在中央結算及交收系統（中央結算系統）寄存、結算及交收。聯交所參與者關於任何交易日之交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統進行之一切活動均須依照不時有效之中央結算系統一般規則及中央結算系統運作程序規程進行。

Dealings in the Shares of the Company may be settled through CCASS operated by HKSCC and you should consult your stockbroker, other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

本公司股份之買賣可透過由香港結算營運之中央結算系統結算。閣下應諮詢閣下之股票經紀、其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以了解有關結算安排詳情及有關安排可能如何影響閣下之權利及權益。

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL YOU MUST LODGE THIS FORM INTACT WITH THE COMPANY'S BRANCH SHARE REGISTRAR, TRICOR ABACUS LIMITED, LEVEL 22, HOPWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, HONG KONG TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 27 JANUARY 2016. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, AND CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "GCL NEW ENERGY HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN.

閣下如欲接納全部供股股份之配發，閣下必須將此份通知書連同足額匯款交與本公司之分支股東登記處卓佳雅柏勤有限公司（地址為香港灣仔皇后大道東183號合和中心22樓）收賬以港元全數繳款。為於二零一六年一月二十七日（星期三）下午四時正前交回本公司之股份過戶登記分處。所有繳款須以港元繳付，並在香港持牌銀行戶口開出之支票及以香港持牌銀行發出之本票支付，並須註明抬頭人為「GCL NEW ENERGY HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT」，並註明「交收人抬頭人戶口」，劃線方式開出，有關匯款及分拆供股之指示列於背面。本公司將不發給收據。

Each person accepting the provisional allotment specified in this document:

- confirms that he/she/it has read the terms and conditions and acceptance procedures set out on the pages attached to this Provisional Allotment Letter and in the Prospectus and agrees to be bound by them; and
- agrees that this Provisional Allotment Letter, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

閣下本人同意此暫定配額通知書所附及供股章程所載之條款及條件以及接納手續，並同意受其約束；及

同意本暫定配額通知書及因此構成之合約須受香港法律管轄及根據香港法律詮釋。

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓可認購供股股份之認購權，每項買賣均須繳付從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付從價印花稅。在送交本文件以登記轉讓任何供股股份權益之前，須出示已繳付從價印花稅之證明。

**Form B**  
表格乙

**FORM OF TRANSFER AND  
NOMINATION**  
轉讓及提名表格

(To be completed and signed only by Qualifying Shareholder(s)  
who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)  
(只供擬轉讓其/彼等載於表格甲內乙欄之全部供股股份認購權利之合資格股東填寫及簽署)

To: The Directors  
**GCL New Energy Holdings Limited**  
致：協鑫新能源控股有限公司  
列位董事 台照

Dear Sirs,  
I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this Provisional Allotment Letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：  
本人/吾等茲將本暫定配額通知書所列本人/吾等之供股股份之認購權悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) (all joint applicants must sign) 簽署 (所有聯名申請人均須簽署)

Date: \_\_\_\_\_ 2016 日期：二零一六年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Hong Kong stamp duty is payable by the transferor(s) if this form is completed.  
填妥此表格後，轉讓人須繳付香港印花稅。

**Form C**  
表格丙

**REGISTRATION APPLICATION  
FORM**  
登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares have been transferred)  
(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors  
**GCL New Energy Holdings Limited**  
致：協鑫新能源控股有限公司  
列位董事 台照

Dear Sirs,  
I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this Provisional Allotment Letter and the Prospectus and subject to the bye-laws of the Company.

敬啟者：  
本人/吾等謹請 貴董事會將表格甲內乙欄所列之供股股份數目，登記於本人/吾等名下。本人/吾等同意按照本暫定配額通知書及供股章程所載條款，以及在 貴公司之細則規限下，接納此等供股股份。

Existing Shareholder(s)  
Please mark "X" in this box  
現有股東請在本欄內填上「X」號

To be completed in **BLOCK** letters in **ENGLISH**. Joint applicants should give one address only. 請用英文正楷填寫。聯名申請人只須填報一個地址。

Name in English 英文姓名	Family name (姓氏) Other names (名字)	Name in Chinese 中文姓名	
Name continuation and/or name(s) of joint applicant(s) (if required) 姓名(續)及/或聯名申請 人姓名(如有需要)			
Address in English (joint applicants shall give one address only) 英文地址 (聯名申請人只須填報一個 地址)			
Occupation 職業		Tel. No. 電話號碼	
Dividend Instructions 股息指示		Bank account No. 銀行賬戶號碼	
Name and address of bank 銀行名稱及地址		BANK 銀行	BRANCH 分行
			ACCOUNT 賬戶

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) (all joint applicants must sign) 簽署 (所有聯名申請人均須簽署)

Date: \_\_\_\_\_ 2016 日期：二零一六年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Hong Kong stamp duty is payable by the transferor(s) if this form is completed.  
填妥此表格後，轉讓人須繳付香港印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters.  
華裔申請人須填寫中英文姓名。



## 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)

6 January 2016

Dear Qualifying Shareholder(s),

### INTRODUCTION

In accordance with the terms and conditions of this Provisional Allotment Letter and those set out in the Prospectus and subject to the bye-laws of the Company, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated on the front page of this Provisional Allotment Letter on the pro-rata basis of three Rights Shares for every eight existing Shares in the Company registered in your name in the register of members of the Company as at 5:00 p.m. on Tuesday, 5 January 2016. Your holding of existing Shares in the Company as at that date is set out in Box A on the front page of this Provisional Allotment Letter and the number of Rights Shares provisionally allotted to you is set out in Box B on the front page of this Provisional Allotment Letter. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at a price of HK\$0.45 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on Wednesday, 27 January 2016.

You may, subject to the section headed "Qualifying Shareholders and Non-Qualifying Shareholders" below, accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed "Splitting" below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed "Transfer" below.

The Rights Issue is conditional upon, among other things, (i) the Underwriting Agreement becoming unconditional and not being terminated; and (ii) the GCL-Poly Rights Issue having become unconditional. If the Rights Issue does not become unconditional, the Rights Issue will not proceed.

### RIGHTS SHARES

The Rights Shares to be allotted and issued will, subject to the bye-laws of the Company, rank pari passu in all respects with each other, including in particular, as to dividends, voting and capital, and with all Shares in issue as at the date of allotment and issue of Rights Shares such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions the record dates of which are on or after the date of allotment and issue of the Rights Shares.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange, as well as compliance with the Stock Exchange admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

### PROCEDURE FOR ACCEPTANCE

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must lodge the whole of this Provisional Allotment Letter intact with the Registrar, Tricor Abacus Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C on the front page of this Provisional Allotment Letter, so as to be received by not later than 4:00 p.m. on Wednesday, 27 January 2016. All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**GCL New Energy Holdings Limited – Rights Issue Account**" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of this Provisional Allotment Letter and the Prospectus and subject to the bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with this Provisional Allotment Letter should be addressed to the Registrar at the above address.

It should be noted that, unless a Provisional Allotment Letter, duly completed, together with the appropriate remittance shown in Box C on the front page of this Provisional Allotment Letter, has been received as described above by 4:00 p.m. on Wednesday, 27 January 2016, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a Provisional Allotment Letter as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

### SPLITTING

If you wish to accept only part of your provisional allotment or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer all or part of your rights to more than one person, this entire original Provisional Allotment Letter must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split Provisional Allotment Letters required and the number of Nil Paid Rights to be comprised in each split Provisional Allotment Letter (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on the front page of this Provisional Allotment Letter), by no later than 4:30 p.m. on Tuesday, 19 January 2016 with the Registrar, Tricor Abacus Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel this original Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required which will be available for collection at the Registrar at the above address after 9:00 a.m. on the second Business Day after the surrender of this original Provisional Allotment Letter.

### TRANSFER

If you wish to transfer all of your provisional allotment under this Provisional Allotment Letter to another person you should complete and sign the "Form of Transfer and Nomination" (Form B) in this Provisional Allotment Letter and hand the completed and signed Provisional Allotment Letter to the person to or through whom you are transferring your provisional allotment. The transferee must then complete and sign the "Registration Application Form" (Form C) in this Provisional Allotment Letter and lodge this Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance with the Registrar at the above address by no later than 4:00 p.m. on Wednesday, 27 January 2016.

It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

The Company and the Underwriter reserve the right to refuse to register any transfer in favour of any person in respect of which the Company or the Underwriter believe such transfer may violate applicable legal or regulatory requirements.

## TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement grants the Underwriter the right to terminate the Underwriting Agreement by notice to the Company at any time prior to the Latest Time for Termination if any of the following occurs (A) any material breach of any of the warranties or the undertakings given by the Company comes to the knowledge of the Underwriter, or there has been a material breach on the part of the Company of any other provision of the Underwriting Agreement; or (B) any event occurs or matter arises, which, if it had occurred before the date of the Underwriting Agreement or before any of the times on which the warranties given by the Company are deemed to be given would have rendered any of those warranties untrue, incorrect or misleading in any material respect; or (C) any statement contained in the Prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; or (D) there is any material adverse change or prospective material adverse change in the condition, results of operations, management, business, stockholders' equity or in the financial or trading position of any member of the Group which, in the reasonable opinion of the Underwriter, is or may be materially adverse in the context of the Rights Issue; or (E) permission to deal in and listing of all the Rights Shares (in their nil-paid and fully-paid forms) has been withdrawn by the Stock Exchange; or (F) the GCL-Poly Underwriting Agreement is terminated or becomes incapable of becoming unconditional in accordance with its terms; or (G) any expert, who has given advice which is contained in the Prospectus, has withdrawn its respective consent to the issue of the Prospectus with the inclusion of its reports, letters, opinions or advices and references to its name included in the form and context in which it respectively appears prior to the issue of the Prospectus; or (H) the Company withdraws the Prospectus (and/or any other documents issued or used in connection with the Rights Issue) or the Rights Issue; or (I) there has occurred, happened, come into effect or become public knowledge any event, series of events or circumstances concerning or relating to (whether or not foreseeable): (i) any change (whether or not permanent) in the local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting the PRC, Hong Kong or the United States; or (ii) any event of force majeure including, without limitation, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, outbreak of infectious disease, declaration of a state of emergency or calamity or crisis, in or affecting the PRC, Hong Kong or the United States; or (iii) the declaration of a banking moratorium by the PRC, Hong Kong or United States authorities occurring due to exceptional financial circumstances or otherwise; or (iv) any moratorium, suspension or restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange or any major disruption of any securities settlement or clearing services in Hong Kong; or (v) any suspension of dealings in the Shares (other than pending publication of announcements in respect of the Rights Issue or where such suspension is temporary or routine in nature for not more than two trading days); or (vi) any new law or regulation or any change, or any development involving a prospective change, in existing laws or regulations in Hong Kong or any other place in which any member of the Group conducts or carries on business; or (vii) any change or development occurs involving a prospective change in taxation in Hong Kong, the PRC or any other jurisdiction(s) to which any member of the Group is subject or the implementation of any exchange controls; or (viii) any litigation or claim of material importance to the business, financial or operations of the Group being threatened or instituted against any member of the Group; or (ix) the imposition of economic sanctions, in whatever form, directly or indirectly, in Hong Kong, the PRC or any other jurisdiction(s) relevant to the Company and its subsidiary; or (x) any governmental or regulatory commission, body, authority or agency, or any stock exchange, self-regulatory organisation or other non-government regulatory authority or any court, tribunal or arbitrator, whether national, central, federal, provincial, state, regional, municipal, in any relevant jurisdiction commencing any investigation, or formally announcing to investigate or take other legal actions, against the Group or any of the Directors in respect of any matter related to the Group's business, which investigation has or would have material adverse effect on the traded price of the Company's Shares or the Group (taken as a whole); or (xi) order or petition for the winding up of any members of the Group or any composition or arrangement made by any members of the Group with its creditors or a scheme of arrangement entered into by any members of the Group or any resolution for the winding up of any Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any members of the Group or anything analogous thereto occurring in respect of any members of the Group, the effect of which events or circumstances referred to in (I) above, individually or in the aggregate (in the reasonable opinion of the Underwriter): (1) is or will likely be materially adverse to the Group (taken as a whole), or materially and prejudicially affects or would materially and prejudicially affect, the Group (taken as a whole) or the Rights Issue; or (2) makes or will likely make it inadvisable or inexpedient to proceed with the Rights Issue, or (3) will make or is likely to make the Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Rights Issue or pursuant to the underwriting thereof.

## CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies will be retained for the benefit of the Company. Any Provisional Allotment Letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. Completion and return of a Provisional Allotment Letter together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant(s), that the cheque or cashier's order will be honoured on first presentation.

## SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

It is expected that share certificates for all fully-paid Rights Shares are to be posted on or around Wednesday, 3 February 2016 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary mail at their own risk. Applicant(s) will receive one share certificate for all Rights Shares allotted and issued to him/her/it. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or around Wednesday, 3 February 2016 by ordinary mail to the applicants at their own risk.

## EXCESS RIGHTS SHARES

The Qualifying Shareholders may apply, by way of excess application, for Rights Shares representing unsold fractional entitlements, together with any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders or otherwise subscribed for by renounees or transferees of Nil Paid Rights and any Rights Shares representing any unsold entitlements of the Non-Qualifying Shareholders (if any).

Application for excess Rights Shares may be made by completing a prescribed form of application for excess Rights Shares. The Directors will, upon consultation with the Underwriter, allocate the excess Rights Shares at their discretion on a fair and equitable basis according to the principle that any excess Rights Shares will be allocated to Qualifying Shareholders who apply for them on a pro rata basis by reference to the number of excess Rights Shares applied for, but no reference will be made to the number of Rights Shares applied for under a Provisional Allotment Letter or the existing number of Shares held by Qualifying Shareholders. If the aggregate number of Rights Shares not taken up by the Qualifying Shareholders under Provisional Allotment Letters is greater than the aggregate number of excess Rights Shares applied for through Excess Application Forms, the Directors will allocate in full to each Qualifying Shareholder for the number of excess Rights Shares applied for under the Excess Application Forms. No preference will be given to topping up odd lots to whole board lots.

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his provisional allotment, he must complete and sign an Excess Application Form enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar by 4:00 p.m. on Wednesday, 27 January 2016, or such later time and/or date as may be agreed between the Company and the Underwriter. All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and, made payable to **"GCL New Energy Holdings Limited – Excess Application Account"** and crossed "Account Payee Only".

Beneficial Owners whose Shares are held by a Registered Owner, or which are held in CCASS, should note that the Board will regard the Registered Owner (including HKSCC Nominees Limited) as a single Shareholder on the register of members of the Company. Accordingly, Beneficial Owners whose Shares are registered in the name of a Registered Owner, or which are held in CCASS, should note that the aforesaid arrangement in relation to the allocation of excess Rights Shares will not be extended to them individually.

## FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot fractions of Rights Shares. All fractions of Rights Shares will be aggregated (rounded down to the nearest whole number). All Nil Paid Rights arising from such aggregation will be provisionally allotted (in nil-paid form) to the Underwriter or its nominee, and will be sold in the market on behalf of the Company if a premium (net of expenses) can be obtained, with the Company retaining the proceeds for its own benefit. Any unsold fractions of Rights Shares will be available to meet excess applications by the Qualifying Shareholders.

## DISTRIBUTION OF THIS PROVISIONAL ALLOTMENT LETTER AND THE OTHER PROSPECTUS DOCUMENTS

This Provisional Allotment Letter shall only be sent to Qualifying Shareholders.

Distribution of this Provisional Allotment Letter and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons who come into possession of this Provisional Allotment Letter or any of the other Prospectus Documents (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. Any Shareholder or Beneficial Owner who is in any doubt as to his/her position should consult an appropriate professional adviser without delay. In particular, subject to certain exceptions as agreed between the Company and the Underwriter, this Provisional Allotment Letter and the other Prospectus Documents should not be distributed, forwarded to or transmitted in, into or from any of the Specified Territories.

The Prospectus Documents will not be registered or filed under the applicable securities legislation of any jurisdiction other than Hong Kong.

## QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under the Provisional Allotment Letter, a Shareholder must have been registered as a member of the Company as at 5:00 p.m. on Tuesday, 5 January 2016 and not be a Non-Qualifying Shareholder.

The rights of Shareholders and Beneficial Owners who are Non-Qualifying Shareholders will be dealt with as referred to in the Prospectus in the section headed "Non-Qualifying Shareholders".

Arrangements will be made for the Nil Paid Rights which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders, had they been Qualifying Shareholders, to be provisionally allotted (in nil-paid form) to the Underwriter or its nominee, and will be sold in the market in their nil-paid form after dealings in the Nil Paid Rights commence on the Stock Exchange and in any event before the latest time for acceptance of Rights Shares, if a premium (net of expenses) can be obtained. The proceeds of sale, less expenses and stamp duty, will be paid to the relevant Non-Qualifying Shareholder(s) (pro rata to their shareholdings at 5:00 p.m. on Tuesday, 5 January 2016) in Hong Kong dollars, provided that the Company will retain individual amounts of HK\$100 or less for the benefit of the Company. Any unsold entitlements of the Non-Qualifying Shareholders, together with any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders or otherwise subscribed for by renounees or transferees of Nil Paid Rights, will be made available to meet excess applications on Excess Application Forms by the Qualifying Shareholders. These arrangements will not apply to any Non-Qualifying Shareholder who is a Shareholder or Beneficial Owner residing in any of the Specified Territories but (in the case of a Shareholder) whose address, or (in the case of a Beneficial Owner) who holds his/her/its interest in Shares through a Registered Owner whose address, was shown in the register of members of the Company on the Record Date as not being in a Specified Territory.

Receipt of this Provisional Allotment Letter and/or any other Prospectus Document does not and will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, this Provisional Allotment Letter and/or the other Prospectus Documents must be treated as sent for information only and should not be copied or redistributed. Persons (including, without limitation, agents, custodians, nominees and trustees) who receive a copy of this Provisional Allotment Letter and/or any other Prospectus Document should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer Nil Paid Rights to any person in, into or from, any of the Specified Territories. If a Provisional Allotment Letter or Excess Application Form is received by any person in any such territory, or by his/her agent or nominee, he/she must not seek to take up the rights referred to in the Provisional Allotment Letter or Excess Application Form or transfer the Provisional Allotment Letter (or apply for any excess Rights Shares under the Excess Application Form) unless the Company and the Underwriter determine that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward this Provisional Allotment Letter or any other Prospectus Documents in, into or from any Specified Territory (whether under a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of this section.

Notwithstanding any other provision in this Provisional Allotment Letter or any other Prospectus Documents, the Company reserves the right to permit any Shareholder to take up his/her/its rights if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations giving rise to the restrictions in question.

#### **REPRESENTATIONS AND WARRANTIES**

By completing, signing and submitting this Provisional Allotment Letter, each purchaser of Nil Paid Rights or subscriber of Rights Shares hereby represents and warrants to the Company and the Underwriter and to any person acting on their behalf, unless in their sole discretion the Company and the Underwriter waive such requirement expressly in writing that:

- he/she/it was a Shareholder as at 5:00 p.m. on Tuesday, 5 January 2016, or he/she/it lawfully acquired or may lawfully acquire the Nil Paid Rights, directly or indirectly, from such a person;
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the Nil Paid Rights and/or the Rights Shares in the jurisdiction in which he/she/it resides or is currently located;
- he/she/it is not resident or located in, or a citizen of, the U.S.;
- he/she/it is not accepting an offer to acquire or take up the Nil Paid Rights or Rights Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of, the U.S. at the time the instruction to accept was given;
- he/she/it is not taking up for the account of any person who is located in the U.S., unless (a) the instruction to purchase or take up the Nil Paid Rights or to subscribe for or accept Rights Shares was received from a person outside the U.S. and (b) the person giving such instruction has confirmed that it (1) has the authority to give such instruction and (2) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the Nil Paid Rights and/or the Rights Shares in an "offshore transaction" within the meaning of Regulation S;
- he/she/it is acquiring the Nil Paid Rights and/or the Rights Shares in an "offshore transaction" as defined in Regulation S;
- he/she/it has not been offered the Rights Shares by means of any "directed selling efforts" as defined in Regulation S;
- he/she/it is not acquiring the Nil Paid Rights or Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of such Nil Paid Rights or Rights Shares into the U.S.; and
- he/she/it understands that neither the Nil Paid Rights nor the Rights Shares have been or will be registered under the U.S. Securities Act or with any securities regulatory authority of any state, territory, or possession of the U.S. and the Nil Paid Rights and Rights Shares are being distributed and offered only outside the U.S. in reliance on Regulation S. Consequently he/she/it understands the Nil Paid Rights or Rights Shares may not be offered, sold, allotted, taken up, exercised, resold, renounced, pledged, delivered, distributed or otherwise transferred in or into the U.S., except in reliance on an exemption from, or in transactions not subject to, the registration requirements of the U.S. Securities Act.

Any person accepting and/or transferring this Provisional Allotment Letter or requesting registration of the Rights Shares comprised therein represents and warrants to the Company that, except where proof has been provided to the satisfaction of the Company that such person's use of this Provisional Allotment Letter will not result in the contravention of any applicable legal requirement in any jurisdiction, he/she/it: (i) is not accepting and/or transferring this Provisional Allotment Letter, or requesting registration of the relevant Nil Paid Rights or Rights Shares from within any of the Specified Territories; (ii) is not in any of the Specified Territories or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the Nil Paid Rights or the Rights Shares or to use this Provisional Allotment Letter in any manner in which such person has used or will use it; (iii) is not acting on a non-discretionary basis for a person resident in any of the Specified Territories at the time the instruction to accept or transfer was given; and (iv) is not acquiring the Nil Paid Rights or the Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of any such Nil Paid Rights or Rights Shares into any of the Specified Territories.

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or transfer or purported transfer of, this Provisional Allotment Letter if it: (a) appears to the Company to have been executed in, or despatched from, any of the Specified Territories and the acceptance or transfer may involve a breach of the laws of the relevant Specified Territory or the acceptance or transfer is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if it or its agents believe the same may violate any applicable legal or regulatory requirement; (b) provides an address in any of the Specified Territories for delivery of definitive share certificates for Rights Shares and such delivery would be unlawful or provides an address for delivery of definitive share certificates in any other jurisdiction outside Hong Kong in which it would be unlawful to deliver such certificates; or (c) purports to exclude the representation and/or warranty required by the paragraph immediately above.

Completion and return of this Provisional Allotment Letter by any person will constitute a warranty and representation to the Company, by such person, that all registration, legal and regulation requirements, in connection with such application have been or will be duly complied within by that person.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

#### **GENERAL**

Lodgment of this Provisional Allotment Letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour this Provisional Allotment Letter has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive a split Provisional Allotment Letter and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Company's branch share registrar, Tricor Abacus Limited, (telephone number: (852) 2980 1333), at Level 22, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary mail at the risk of the relevant applicants or other persons entitled thereto.

This Provisional Allotment Letter and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

Nil Paid Rights are expected to be traded in board lots of 2,000 (as the existing Shares are currently traded on the Stock Exchange in board lots of 2,000).

References in this Provisional Allotment Letter to time are to Hong Kong time unless otherwise stated.

If you have questions in relation to the Rights Issue, please telephone the enquiry hotline on (852) 2980 1333 during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong holidays).

By completing, signing and submitting this Provisional Allotment Letter, you agree to disclose to the Company and/or the Registrar and their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its registered office at Unit 1707A, Level 17, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary or (as the case may be) the Registrar.

Yours faithfully,  
For and on behalf of  
**GCL New Energy Holdings Limited**  
**Zhu Yufeng**  
Chairman