

Execution Version

DATED 17th NOVEMBER 2016  
签署于 2016 年 月 日

**london asia capital plc**  
亚洲伦敦基金公司

- and -  
和

**ZhongYing Changjiang International New energy Investment Co.,ltd**  
中盈长江新国际新能源投资有限公司

**SETTLEMENT  
AGREEMENT**  
和解协议

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THIS AGREEMENT is made on 17/11/ 2016

本协议签署于 2016 年 月 日

**BETWEEN:**

(1) **LONDON ASIA CAPITAL PLC**, a company incorporated and registered in England and Wales with number 03784771 with its registered office at No 6 Grosvenor Street, London, W1K 4PZ ("LAC"); and  
伦敦亚洲基金公司，是一家按照英国法律组织和存在的企业法人，在英国注册，持有编号为“03784771”的营业执照，注册地址：伦敦格罗夫纳街 6 号，W1K 4PZ（以下简称“LAC”）

(2) **ZhongYing Changjiang International New energy Investment Co.,ltd (Formerly known as Zhongying changjiang international credit guarantee co., ltd)**, a limited liability joint venture company incorporated and registered according to the Company Law of People's Republic of China and other relevant laws in China with its registered office at T1 Jiangxia Avenue, Eastlake Newtech Development Zone, Wuhan City, Hubei Province, China ("ZY").

中盈长江国际新能源投资有限公司(曾用名：中盈长江国际信用担保有限公司)，是一家根据中华人民共和国法律法规成立并注册的合资公司（有限责任公司），注册地址：中国湖北武汉东湖新技术开发区江夏大道特 1 号（以下简称“中盈”）。

**BACKGROUND: 背景:**

A In accordance with the ZY Documents (as defined below), the ZY Parties (as defined below) entered into an agreement to form a joint venture company, ZY, to enhance economic co-operation and to provide financial services for the development of renewable energy and environmental business in China and Asia.

根据【中盈文件】（定义见下文），【中盈方】（定义见下文），为加强经济合作，为中国乃至亚洲地区的再生能源和环保事业发展提供融资服务，各方签署协议成立合资公司。

B Each of the ZY Parties agreed to make a cash subscription in ZY according to the terms of the ZY Documents. Without admission of liability, ZY and the ZY Parties have agreed the terms of a full and final settlement of the Investment Obligation as set out in this Agreement.

【中盈方】各方均同意按照【中盈文件】的约定，以现金形式对中盈出资。。中盈和【中盈方】均已同意本协议项下【投资义务】相关全部最终和解条款，且在不承认任何责任的前提下。

The ZY Parties have each agreed that LAC shall pay the sum of £4,000,000 ("Settlement Sum"), of which RMB 29,870,000 shall be paid to ZY for the fulfillment of its Investment Obligation under the ZY Documents in order to discharge in full its Investment Obligation in order to become, with immediate effect and without further obligation or act on the part of LAC, the legal and beneficial owner of 20% of the subscribed capital of ZY, as contemplated by the ZY Documents. The balance, converted into RMB using the exchange rate announce by the State Administration of Foreign Exchange in China, at the date of LAC's payment, shall be paid to its current shareholders (other than LAC) *pro rata* as the compensation for LAC's breach of contractual obligation under the ZY documents or otherwise.

为了使 LAC 在完全履行【投资义务】后，能即刻无后续责任地或不影响 LAC 的情况下，根据【中盈文件】，按照 LAC 对【中盈】20%认缴比例，成为【中盈】合法所有人，【中盈方】各方均同意 LAC 应支付 4,000,000 欧元（“和解款”），其中人民币 29,870,000 元投入中盈（履行其【投资义务】），剩余款项（按照 LAC 支付日中国国家外汇管理局公布的汇率转换为人民币金额）为 LAC 违反【中盈文件】或其他文件中合同违约责任款补偿给除 LAC 之外的现有股东（按照中盈的持股比例分配）。

C The legal effect of this Agreement, whereby LAC is to pay the Settlement Sum, is to discharge the Investment Obligation in its entirety whether under the ZY Documents or otherwise.

本协议法律效力：LAC 支付【和解款】，承担【中盈文件】或其他文件中全部【投资义务】。

**IT IS AGREED:** 各方同意：

### 1. DEFINITIONS 定义

The following terms have the following meanings:

术语定义如下：

**"Investment Obligation"** means LAC's obligation, under or pursuant to the terms and conditions of the ZY Documents or otherwise, to invest the total amount of RMB 200,000,000 (or equivalent in foreign currency) in order to acquire 20% of the subscribed capital value of ZY;

**【投资义务】**：中盈文件或其他文件项下 LAC 义务，即投资人民币 2 亿元（按照等值外币换算），取得中盈认购资本 20%而涉及义务。

**"ZY Documents"** means: the Joint-Venture Agreement entered into by each of [Wuhan Kaidi Holding Investment Co.,Ltd, Wuhan Kaidi Electric Power Co., Ltd, Eastlake Hi-tech Group Co., Ltd and LAC(collectively, the **"JV Parties"**)] on 20 July 2005(the **"2005 Agreement"**),and any and all its supplements, amendments or modifications thereto and any and all restatements, extensions or renewals thereof, including the JV Agreement dated 8 May 2007 (the **"2007 Agreement"**) between the JV Parties;

**【中盈文件】**：武汉凯迪控股投资有限公司，武汉凯迪电力股份有限公司，武汉东湖高新集团股份有限公司与 LAC（合称为“合资方”）于 2005 年 7 月 20 日签订的合资协议（称为“2005 协议”），以及此后【合资方】之间对合资协议的任何补充、修改和修订，任何重述、延展和更新，包括日期为 2007 年 5 月 8 日的合资协议（“2007 协议”）。

**"ZY Parties"** means the shareholders of ZY from time to time according to the ZY Documents then in force, the ZY Documents then in force to be construed according to the context under this Agreement.

**【中盈方】**：根据当时有效的中盈文件所确定的中盈股东，根据本协议上下文具体理解当时有效的中盈文件。

**"Modified ZY Documents"** means modified Joint-venture Agreement, Articles of Association, Board Resolution of ZY required by the Ministry of Commerce(**"MOC"**) and

Administration of Industry and Commerce(“AIC”) for the official filing and registration of LAC’s fulfillment of its Investment Obligation and shareholding in ZY

【修订的中盈文件】：关于 LAC 履行【投资义务】和对中盈的持股商务局和工商局登记备案需要的关于中盈修订的合资协议、章程和董事会决议。

“MOC Filing” means filing with MOC by ZY submitting the Modified ZY Documents to MOC so that LAC could be recorded as the legal and beneficial owner of 20% of subscribed capital value in ZY by MOC;

【商务局备案】：中盈提交商务局【修订的中盈文件】供商务局备案，LAC 才被商务局认为是中盈 20%认购资本合法所有人。

“AIC Registration” means registering with AIC by ZY submitting the Modified ZY Documents to AIC so that the company registrar would record LAC as the legal and beneficial owner of 20% of subscribed capital value in ZY.

【工商登记】：中盈提交【修订的中盈文件】供工商局登记，公司注册登记员将 LAC 登记为中盈 20%认购资本合法所有人。

## 2. ACKNOWLEDGEMENTS 确认

Each of ZY and the ZY Parties hereby acknowledge that, as at the date of this Agreement, LAC has failed to discharge the Investment Obligation.

中盈和【中盈方】均在此确认，于本合同签订之日，LAC 尚未履行其【投资义务】。

Immediately upon payment of the Settlement Sum and MOC Filing and AIC Registration, LAC shall have discharged the Investment Obligation in full and be under no further obligation to make any additional payment and/or discharge any other obligations under the ZY Documents or otherwise in order to become the legal and beneficial owner of 20% of the subscribed capital of ZY. LAC's capital ownership interest in this respect shall become absolute and not open to challenge by any of the ZY Parties thereafter.

为取得中盈 20%认购资本的合法所有人地位，当【和解款】支付、商务局备案和工商登记一经完成，LAC 即履行完【投资义务】，再无任何进一步的付款义务和/或承担【中盈文件】或其他文件项下义务。此后，LAC 将完全享有资本所有者权益，不被【中盈方】干涉。

Each of ZY , ZY Parties and LAC acknowledge that immediately following the execution of this Agreement, ZY will prepare the Modified ZY Documents to be signed by the parties and to submit the executed Modified ZY Documents to MOC and AIC immediately after the full payment of the Settlement Sum made by LAC for MOC Filing and AIC Registration.

中盈、【中盈方】和 LAC 均确认：本协议一经签署，中盈将准备【修订中盈文件】以供各方签署，在 LAC 全额支付【和解款】后，将签署的【修订中盈文件】提交商务局备案和工商登记。

Each of ZY and the ZY Parties acknowledge that immediately following the discharge of the Investment Obligation, as contemplated under this Agreement and MOC Filing and AIC Registration, LAC immediately shall become the legal and beneficial owner of 20% of the

subscribed capital value in ZY and entitled to exercise all rights and entitlements in this respect at law or otherwise thereafter.

中盈，【中盈方】均确认：LAC 按照本协议、商务局备案和工商登记要求履行【投资义务】，此后，LAC 立即成为中盈 20%认购资本的合法所有人，有权享有法律或其他文件规定的各项权利。

Notwithstanding anything to the contrary contained in this Agreement and ZY Documents or otherwise, LAC waives any and all of its claim which it made or may make as a shareholder of ZY against ZY or any of ZY Parties pursuant to the ZY Documents or according to any applicable law(s) before LAC's full discharge of its Investment Obligation, including but not limited to LAC's claim in respect of its right to appoint board member to ZY, information right and pre-emptive right etc.

无论本协议与【中盈文件】或其他文件有任何相反约定，LAC 放弃其完全履行投资义务前，根据【中盈文件】和适用法律，作为中盈股东向中盈或任何【中盈方】提出或者可能提出的全部索赔，包括但不限于关于中盈董事会成员任命权、知情权和优先购买权的索赔。

ZY will hold harmless and indemnify LAC against any and all claims and/or actions brought by any shareholder, past or present, of ZY, including any of the successors, assigns and/or personal representatives of any shareholder, past or present, of ZY, insofar as such claims and/or actions arise out of or are in connection with LAC's Investment Obligation.

就任何中盈过去或现有股东，包括任何中盈过去或现有股东的任何继承者、转让方、和/或个人代表针对 LAC 提出的，因 LAC【投资义务】引起或与之相关的任何索赔，中盈将保证 LAC 不因此受到损害，并对其作出补偿。

### 3. SETTLEMENT 和解

- 3.1 On payment of the Settlement Sum (receipt of which is hereby acknowledged by ZY and each of the ZY Parties), ZY and each of the ZY Parties irrevocably and unconditionally agree that the Investment Obligation shall be discharged in full and that there shall be no further or additional payments or other obligations imposed upon LAC, whether under the ZY Documents or otherwise, which prevent or delay LAC immediately to become the legal and beneficial owner of 20% of the subscribed capital in ZY and entitled, in that capacity, to exercise all rights and entitlements at law or otherwise thereafter.

LAC 完成【和解款】支付后（以中盈和【中盈方】收到并确认为准），中盈和【中盈方】均在此无条件不可撤销同意，LAC 已经完成履行其【投资义务】，不会承担其他附加款项或责任，无论是根据【中盈文件】亦或是其他文件，不会阻碍或延迟 LAC 立即成为中盈 20% 认购资本合法所有人并享有此后法律或者其他文件规定的全部相关权利。

- 3.2 This Agreement concerns only the discharge of the Investment Obligation. The terms and conditions of the ZY Documents including (but not limited to) the rights, duties and obligations of each of LAC, ZY and the ZY Parties, as set out in the ZY Documents, remain unaffected by this Agreement and in full force and effect, with the exception of clause 16.3 of the 2005 Agreement and clause 16.4 of the 2007 Agreement, which shall be void *ab initio*.

本协议仅关注【投资义务】的履行。【中盈文件】中，包括但不限于，LAC，中盈和【中盈方】各方权利、责任、义务等条款均不受本协议影响，完成有效，但【2005 协议】第 16.3 条和【2007 协议】第 16.4 条除外，因该等条款为自始无效。

- 3.3 The Settlement Sum shall be paid by wire transfer to ZY within seven days of completion of the Firm Placing and Open Offer (“Settlement Date”). LAC may pay the Settlement Sum prior to the Settlement Date. In the event that LAC fails to make the payment by such Settlement Date, either LAC or ZY shall have the right to revoke this Agreement within thirty (30) days after the Settlement Date, and the revocation shall take effect upon the arrival of written notice from either party to the other. Both LAC and ZY agree that, effective from such revocation, any and all obligation or liability of either party under this Agreement shall be automatically waived, while neither party shall have any claim of any nature under this Agreement against the other party thereafter.

在定向增发和公开要约完成之日起的 7 日（“和解日”），LAC 应以电汇方式向中盈全额支付【和解款】。LAC 可在【和解日】之前支付【和解款】。如果 LAC 未按前述时间支付，LAC 或中盈均有权在【和解日】之后三十（30）天内解除本协议，且该解除在一方发出的书面通知到达另一方时生效。LAC 及中盈同意，自上述解除起，任一方在本协议项下的任何和所有义务或责任均将自动被豁免，且任何一方在此之后均不能对另一方提起任何性质的本协议项下的索赔。

### 4. UNDERTAKINGS 承诺

Each of the parties to this Agreement represents and warrants to each of the other parties to this Agreement that, as at the date of this Agreement:

于本协议签署之日，本协议项下任一方对其他方做出如下陈述与保证：

- 4.1.1 it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement;

就本协议、本协议项下交易，已获得签署、履约和交付的权力，已采取必要的措施获得签署、履约和交付的授权。

4.1.2 no limit on its powers will be exceeded as a result of the transactions referred to in, or contemplated by, this Agreement; and

该权力无任何超出本协议项下或所涉及交易结果的限制。

4.1.3 the entry into and performance by it of, and the transactions contemplated by, this Agreement do not and will not conflict with:

本协议的签署和履行、本协议项下交易，不会与以下相冲突：

4.1.3.1 any law or regulation applicable to it or binding on its assets;

任何适用法律法规，或对其财产有约束的法律法规；

4.1.3.2 its constitutional documents; or

其宪法性文件

4.1.3.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement.

任何相关协议、票据，资产、违约或终止情形（不论怎么表述）

## 5. COSTS AND EXPENSES 成本费用

LAC shall promptly on demand pay to ZY the amount of all reasonable costs and expenses (including legal fees and all out-of-pocket expenses and any VAT on such costs and expenses) which are incurred by the other ZY Parties and/or ZY in connection with the negotiation, preparation, execution and delivery of this Agreement or otherwise in connection with the settlement of LAC's liabilities to the ZY Parties and/or ZY.

LAC 应中盈要求，应当立即向中盈支付合理的中盈和其他【中盈方】为 LAC 对中盈和【中盈方】责任和解进行的谈判、准备、执行和交付本协议或其他文件所涉及的全部成本和费用（包括法律费用、所有直接费用以及与全部成本和费用相关的增值税）

## 6. FURTHER ASSURANCE 进一步保证

Each of the parties to this Agreement shall, at the request of any of the other parties to this Agreement, do or execute or procure to be done or executed all things which are necessary to give effect to the provisions of this Agreement.

本协议项下任一方应本协议项下其他方的要求，应采取一切必要手段保证本协议有效。



## **7. ENTIRE AGREEMENT 完整的协议**

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

本协议构成双方就本协议约定事项达成的完整协议，并取代双方先前与该事项有关的一切口头或书面的协议，文件、谅解。

## **8. COUNTERPARTS 副本**

This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Agreement.

本协议各方可签署任何数量的协议副本，副本一经签署（盖章，如果有）即享有同等效力。

## **9. GOVERNING LAW 管辖法律**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of the People's Republic of China. Any dispute or claim arising out of, or in connection with, or concerning the carrying into effect of this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration by three arbitrators appointed in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of arbitration shall be English.

本协议、任何与本协议相关或由本协议引起的非合同责任均受中华人民共和国法律管辖。双方因本协议效力，或与本协议主旨相关而产生的所有争议或索赔，应提交中国国际经济贸易仲裁委依据申请时的仲裁规则仲裁，依据规则选择三名仲裁员，仲裁地北京，仲裁语言英语。

## **10. VARIATION 变更**

No variation of this Agreement shall be valid unless in writing and signed by or on behalf of each of the parties to this Agreement.

非本协议双方（或其代表）书面签署的变更无效。

## **11. LANGUAGE 语言**

This Agreement is drafted in English and Chinese, the two languages having the same effectiveness. In the event of any discrepancies between the two languages, the Chinese version shall prevail.

本协议按中英文撰写，两者具备同等效力。如中英文版本有任何不一致，以中文为准。

## 12. CONFIDENTIALITY 保密

12.1 Except as permitted by clause 12.2, no party to this contract will at any time make, or permit, any disclosure of the existence, the terms of or any negotiations in connection with this Agreement.

任何一方在任何时候都不能将本协议的存在、与本协议相关的谈判条款对外安排、许可或披露，但根据 12.2 条被许可的除外。

12.2 Disclosure is permitted to the extent that it is:

被允许的信息披露：

12.2.1 Done in the course of LAC carrying out an open offer and share placement for the purpose of financing the Settlement Sum;

LAC 在为融资目的进行公开募集及股票配售中披露【和解款】；

12.2.2 necessary and desirable to enable the parties' professional advisers to carry out their duties effectively provided that the disclosing party procures that the people to whom the information is disclosed keep it confidential; and/or

双方专业顾问有效履行其职责确实需要知晓的，且就其接收保险信息承担保密义务的情形；和/或

12.2.3 required by law, court order or any regulatory body or governmental authority or by the rules of the UK Listing Authority, the London Stock Exchange or any other recognised stock exchange (whether directly or indirectly),

管辖法律、法令、监管部门、政府机关、英国上市管理规则、伦敦交易所或其他任何的证券交易所（无论直接或者间接）要求的情形，

but the disclosing party shall (to the extent permitted by law) use reasonable endeavours to consult the other party and to take into account any reasonable requests it may have in relation to the disclosure before making it.

披露方应当（法律要求的程度）尽合理努力与对方协商，在披露前须考虑合理的披露要求。

**IN WITNESS** of which this Agreement has been duly executed by the parties as a Agreement and is delivered and takes effect on the date stated at the beginning of it.

各方已于以上首段所述之日签署、移交本协议，本协议生效。

[signature page for Zhongying Settlement Agreement executed and delivered  
on 17/11/2016]

[本协议为 2016 年 月 日签署的中盈和解协议签字页]

.....

Signed by/on behalf of the

**london asia capital plc** Date

.....

Signed by/on behalf of the

**ZhongYing Changjiang International  
New energy Investment Co., ltd**

Date

