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慶鈴汽車股份有限公司

QINGLING MOTORS CO. LTD.

(a Sino-foreign joint venture joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 1122)

ANNOUNCEMENT

CONNECTED TRANSACTIONS AND CONTINUING CONNECTED TRANSACTION

1. The Autoparts and Materials Agreement

On 21 August 2014, the Company and the Qingling Autoparts Companies entered into the Autoparts and Materials Agreement whereby the Company supplies (1) to CQCC, the scrap metal left over from the Company's manufacturing process; (2) to CQNHK and QAA, semi-finished auto parts; and (3) to all Qingling Autoparts Companies, raw and crafting materials which will be sourced by the Company from suppliers which are independent and not connected persons to the Company, for a term commencing from 1 October 2014 and ending on 31 December 2016.

2. The Marketing Fee Agreement

On 21 August 2014, the Company and Isuzu entered into the Marketing Fee Agreement pursuant to which Isuzu will pay a total amount of JPY500,000,000 to the Company for the marketing activities to be conducted by the Company in the years from 2014 to 2016 including, among other things, market development, products trial, exhibitions, advertising and other promotional activities.

3. The Trademark Licence Confirmation Agreement

On 21 August 2014, the Company entered into the Trademark Licence Confirmation Agreement with Isuzu pursuant to which Isuzu confirmed the use of trademarks and emblems of Isuzu by the Company in the sale of the 600P, 100P and TF/UC series vehicles produced by the Company during the period from 17 August 2013 to 25 March 2014 at the consideration of JPY54,091,000 to be paid by the Company to Isuzu.

REQUIREMENTS UNDER LISTING RULES

As at the date of this announcement, Qingling Group is a substantial shareholder of the Company holding approximately 50.1% of the entire issued share capital of the Company and the Qingling Autoparts Companies, namely, CQCC, CQFC, CQACL, CQAC, CQPC, CQNHK, QAC, QM and QAA are owned as to 75%, 75%, 72.43%, 80%, 75.15%, 55.8%, 100%, 100% and 100% respectively by Qingling Group. Therefore, the Qingling Autoparts Companies are associates of Qingling Group and are hence connected persons of the Company under Chapter 14A of the Listing Rules. Accordingly, the entering into of the Autoparts and Materials Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company under the Listing Rules.

As at the date of this announcement, Isuzu is a substantial shareholder of the Company holding approximately 20% of the entire issued share capital of the Company and is therefore a connected person of the Company. Accordingly, the respective transactions contemplated under the Marketing Fee Agreement and the Trademark Licence Confirmation Agreement constitute connected transactions of the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios as defined under Rule 14.07 of the Listing Rules in respect of the annual caps for the continuing connected transactions contemplated under the Autoparts and Materials Agreement will, on an annual basis, be more than 0.1% but less than 5%. Pursuant to Chapter 14A of the Listing Rules, such continuing connected transactions are subject to the announcement, reporting requirements and the annual review requirements and are exempt from the independent shareholder's approval requirements.

As the applicable percentage ratios as defined under Rule 14.07 of the Listing Rules in respect of the connected transaction contemplated under the Marketing Fee Agreement will be more than 0.1% but less than 5%. Pursuant to Chapter 14A of the Listing Rules, such connected transaction is subject to the announcement and reporting requirements and is exempt from the independent shareholder's approval requirements.

As the applicable percentage ratios as defined under Rule 14.07 of the Listing Rules in respect of the connected transaction contemplated under the Trademark Licence Confirmation Agreement, in aggregation with the annual cap for the continuing connected transactions contemplated under the Trademark Licensing Agreement for the period from 26 March 2014 to 31 December 2014, will be more than 0.1% but less than 5%. Pursuant to Chapter 14A of the Listing Rules, such connected transaction is subject to the announcement and reporting requirements and is exempt from the independent shareholder's approval requirements.

BACKGROUND

On 21 August 2014, the Company and the Qingling Autoparts Companies entered into the Autoparts and Materials Agreement whereby the Company supplies (1) to CQCC, the scrap metal left over from the Company's manufacturing process; (2) to CQNHK and QAA, semi-finished auto parts; and (3) to all Qingling Autoparts Companies, raw and crafting materials which will be sourced by the Company from suppliers which are independent and not connected persons to the Company, for a term commencing from 1 October 2014 and ending on 31 December 2016.

On 21 August 2014, the Company and Isuzu entered into the Marketing Fee Agreement pursuant to which Isuzu will pay a total amount of JPY500,000,000 to the Company for the marketing activities to be conducted by the Company in the years from 2014 to 2016 including, among other things, market development, products trial, exhibitions, advertising and other promotional activities.

On 21 August 2014, the Company entered into the Trademark Licence Confirmation Agreement with Isuzu pursuant to which Isuzu confirmed the use of trademarks and emblems of Isuzu by the Company in the sale of the 600P, 100P and TF/UC series vehicles produced by the Company during the period from 17 August 2013 to 25 March 2014 at the consideration of JPY54,091,000 to be paid by the Company to Isuzu.

Details of the abovementioned agreements are summarised below.

1. THE AUTOPARTS AND MATERIALS AGREEMENT

Date	:	21 August 2014
Parties	:	(i) the Company;
		(ii) CQCC;
		(iii) CQFC;
		(iv) CQACL;
		(v) CQAC;
		(vi) CQPC;
		(vii) CQNHK;
		(viii) QAC;
		(ix) QM; and
		(x) QAA

- Term : From 1 October 2014 to 31 December 2016, and upon expiration, the Autoparts and Materials Agreement is renewable for a term not exceeding 3 years if agreed by all parties to the Autoparts and Materials Agreement
- Transaction : The Company will:
- (1) sell to CQCC the scrap metal, such as scrap steel and mechanical processing iron scrap left over from the Company's manufacturing process, for further smelting and casting and manufacturing of auto parts by CQCC;
 - (2) supply to CQNHK and QAA semi-finished auto parts, including but not limited to axle housing, ring stiffener and car hood, for the further production of auto parts by CQNHK and QAA; and
 - (3) supply to all Qingling Autoparts Companies raw and crafting materials, including but not limited to gasoline, diesel, cutting fluid, tools and equipment, and machinery spare parts, which will be sourced by the Company from suppliers which are independent and not connected persons to the Company
- Consideration : Payment will be made on normal commercial terms or better and on terms no less favourable than those offered by the Company to independent third parties or by the independent third parties to the Company, of which:
- (1) in respect of the supply of scrap metal by the Company to CQCC, the prices shall not be lower than the market price of scrap metal of same type and the price of such scrap metal sold by the Company to independent third parties (if any). The exact price will be determined based on the public trading prices of scrap metal of the same or similar type, specifications and quality in the scrap metal trading market where the Company is located, taking into consideration terms such as transportation, loading and unloading and payment and will be negotiated and confirmed by the Company and CQCC;
 - (2) in respect of the supply of the semi-finished auto parts to CQNHK and QAA, the prices of which will be determined based on costs incurred by the Company plus a profit margin of not exceeding 8%; and
 - (3) in respect of the supply of raw and crafting materials to all Qingling Autoparts Companies, the prices of which will be equivalent to the cost of sourcing such materials from independent third parties plus the relevant tax payable.

Basis of consideration

The consideration receivable by the Company under the Autoparts and Materials Agreement will be determined based on the pricing policies set out above, with reference to either the market price or the costs of the materials supplied. Such consideration was determined after arm's length negotiations between the parties thereto.

Proposed annual caps

It is expected that the aggregate amount of the consideration receivable by the Company under the Autoparts and Materials Agreement for the period from 1 October 2014 to 31 December 2014 and for the two years ending 31 December 2015 and 2016 shall not exceed the following annual cap amounts:

	Annual caps (in RMB)		
	For the period from 1 October 2014 to 31 December 2014	For the year ending 31 December 2015	For the year ending 31 December 2016
Consideration receivable by the Company under the Autoparts and Materials Agreement	31,390,000	83,350,000	96,800,000

Basis of proposed annual cap

The annual cap for the Autoparts and Materials Agreement for each of the period from 1 October 2014 to 31 December 2014 and the two years ending 31 December 2015 and 2016 represents an aggregate of the estimated amount of transactions in such period or years in respect of (i) the supply of scrap metal; (ii) the supply of semi-finished auto parts; and (iii) the supply of raw and crafting materials.

The estimated amount of transactions in respect of the supply of scrap metal by the Company was ascertained with reference to the actual amount of the relevant scrap metal left over from the Company's manufacturing process in 2013 and the projected increment in the amount of scrap metal to be produced for the three years ending 31 December 2014, 2015 and 2016, following the estimated growth in sales volume of the Company's products. The basis of the projected amount of transactions in respect of the semi-finished auto parts supplied by the Company under the Autoparts and Materials Agreement was ascertained with reference to the estimated demand for such semi-finished auto parts following the introduction of new products of the Group. For the supply of raw and crafting materials by the Company, the basis of its estimated amount of transactions was ascertained with reference to the purchase and consumption of raw and crafting materials by the Qingling Autoparts Companies in 2013 and the projected increase in demand for raw and crafting materials, in line with the anticipated growth in business in the three years ending 31 December 2014, 2015 and 2016.

Reasons for entering into the Autoparts and Materials Agreement

Scrap metal, such as scrap steel and mechanical processing iron scrap, has been left over from the production process of the Company, while companies which have supplied and will continue to supply auto parts to the Company, such as CQCC, has been purchasing scrap metal on market for the manufacturing of such auto parts. In view of a matching of resources, the Company entered into the Autoparts and Materials Agreement to supply scrap metal to CQCC to enhance quality management and lower the costs of the auto parts which will in turn be supplied by CQCC to the Company.

Similarly, by leveraging on the Company's mature technology knowhow and to maximize the Company's existing processing capacity, the Company will manufacture and supply to CQNHK semi-finished stamping auto parts, which will be further processed into final auto parts and be supplied back to the Company, thereby maintaining the quality while lowering the costs of the auto parts supplied to the Company. The Company will supply to QAA semi-finished stamping auto parts for further processing into auto parts for modified cars, so as to enhance the sales of modified cars, and thereby enhancing the market share of the various types of chassis produced by the Group.

Moreover, as the Company has been sourcing raw and crafting materials for its own consumption during the production process, the Company will also, pursuant to the Autoparts and Materials Agreement, source appropriate raw and crafting materials for the Qingling Autoparts Companies, taking advantage of bulk-purchasing of such materials. This practice will enable the Company to strengthen the Company's technical support and management of the raw and crafting materials used by the Qingling Autoparts Companies for manufacturing of auto parts supplied to the Company, and to lower the costs of products supplied to the Company.

The Directors (including the independent non-executive Directors) are of the view that the Autoparts and Materials Agreement is on normal commercial terms, and that its terms are fair and reasonable and in the interest of the Company and the shareholders of the Company as a whole.

2. THE MARKETING FEE AGREEMENT

Date : 21 August 2014

Parties : (i) the Company; and
(ii) Isuzu

Transaction : Isuzu will pay a total sum of JPY500,000,000 to the Company for the following marketing activities to be conducted by the Company in the years from 2014 to 2016:

For developing the market by the Company or together with the authorised distributors; conducting products trials, exhibitions and door-to-door advertising; inviting customers to visit the factories; carrying out customer trainings; conducting promotions through newspapers or the Internet, preparing promotional materials; maintaining relationships with loyal customers; organising various types of promotional activities to compete for customers of competing models to switch to the Company's cars; or for the direct payment to distributors by the Company for the promotion fee, marketing fee, and vehicle storage and transportation fee.

Payment : The total sum of JPY500,000,000, after deducting the tax payable by the Company to the Japanese government (if any), will be paid by Isuzu to the Company in the following manners:

- (i) JPY125,000,000 will be paid before 30 September 2014;
- (ii) JPY125,000,000 will be paid before 31 March 2015;
- (iii) JPY125,000,000 will be paid before 30 September 2015; and
- (iv) JPY125,000,000 will be paid before 31 March 2016.

Basis of consideration

In arriving at the consideration, the parties have taken into account the marketing expenses of the Company for the financial year ended 31 December 2013. The amount of the consideration under the Marketing Fee Agreement is equivalent to approximately 10% of the marketing expenses of such financial year.

Reasons for entering into the Marketing Fee Agreement

The Isuzu brand cars manufactured by the Company have been authorized by Isuzu to be manufactured and sold in PRC. Over the years, the Company has put in a lot of manpower and resources to promote the Isuzu brand cars and has been continuously carrying out promotional activities for the sale of the Isuzu brand cars, which has enhanced the Isuzu brand awareness, has expanded the sales of the Isuzu brand cars manufactured by the Company and has benefited both the Company and Isuzu. Being the brand owner and the beneficiary of the expansion of the sales of Isuzu brand cars, Isuzu is aware of its responsibility to make appropriate input in the Chinese market to support the Company's marketing and sale campaigns of the Isuzu brand. The Marketing Fee Agreement is a concrete measure taken by Isuzu.

The Directors (including the independent non-executive Directors) are of the view that the Marketing Fee Agreement is on normal commercial terms, and that its terms are fair and reasonable and in the interest of the Company and the shareholders of the Company as a whole.

3. THE TRADEMARK LICENCE CONFIRMATION AGREEMENT

Date : 21 August 2014

Parties : (i) the Company; and
(ii) Isuzu

Transaction : Isuzu confirmed the use of trademarks and emblems of Isuzu by the Company in the sale of the 600P, 100P and TF/UC series vehicles produced by the Company during the period from 17 August 2013 to 25 March 2014.

Consideration : The amount of the consideration is JPY54,091,000 which, after the Company deducted therefrom and paid on behalf of Isuzu the tax payable by Isuzu to the PRC government, will be paid by the Company to Isuzu within 30 days after the date of the Trademark Licence Confirmation Agreement.

Basis of consideration

The consideration of JPY54,091,000 was determined based on (i) the following rate for each series of vehicle which is the same as the rate for such series under the Trademark Licensing Agreement:

- (a) JPY2,000 for each 600P series vehicle sold;
- (b) JPY1,500 for each 100P series vehicle sold; and
- (c) JPY1,500 for each TF/UC series vehicle sold;

and (ii) the number of vehicles sold during the period from 17 August 2013 to 25 March 2014 for each series.

Reasons for entering into the Trademark Licence Confirmation Agreement

Since the cessation in August 2013 of the technology transfer agreements between Isuzu and the Company in respect of the 600P, 100P and TF/UC series vehicles pursuant to which the use of the trademarks and emblems of Isuzu was granted to the Company for the term of such agreements, the Company had been in negotiation with Isuzu on the fee for the use of trademarks and emblems of Isuzu in the sale of those series vehicles produced by the Company. Subsequently, the Trademark Licensing Agreement was entered into between Isuzu and the Company on 26 March 2014 for the right to use such trademarks and emblems from such date, which has been announced by the Company on the same date.

The Company and Isuzu had thereafter reached agreement and entered into the Trademark Licence Confirmation Agreement on 21 August 2014 in respect of the use of the trademarks and emblems of Isuzu in the sale of the 600P, 100P and TF/UC series vehicles produced by the Company during the period between the cessation of the technology transfer agreements in respect of those series vehicles and the date of the Trademark Licensing Agreement. It was agreed between the Company and Isuzu that the Company will pay for such use at the same rate under the Trademark Licensing Agreement.

The Directors (including the independent non-executive Directors) are of the view that the Trademark Licence Confirmation Agreement is on normal commercial terms, and that its terms are fair and reasonable and in the interest of the Company and the shareholders of the Company as a whole.

REQUIREMENT UNDER THE LISTING RULES

As at the date of this announcement, Qingling Group is a substantial shareholder of the Company holding approximately 50.1% of the entire issued share capital of the Company and the Qingling Autoparts Companies, namely, CQCC, CQFC, CQACL, CQAC, CQPC, CQNHK, QAC, QM and QAA are owned as to 75%, 75%, 72.43%, 80%, 75.15%, 55.8%, 100%, 100%, and 100% respectively by Qingling Group. Therefore, the Qingling Autoparts Companies are associates of Qingling Group and are hence connected persons of the Company under Chapter 14A of the Listing

Rules. Accordingly, the entering into of the Autoparts and Materials Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company under the Listing Rules.

As at the date of this announcement, Isuzu is a substantial shareholder of the Company holding approximately 20% of the entire issued share capital of the Company and is therefore a connected person of the Company. Accordingly, the respective transactions contemplated under the Marketing Fee Agreement and the Trademark Licence Confirmation Agreement constitute connected transactions of the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios as defined under Rule 14.07 of the Listing Rules in respect of the annual caps for the continuing connected transactions contemplated under the Autoparts and Materials Agreement will, on an annual basis, be more than 0.1% but less than 5%. Pursuant to Chapter 14A of the Listing Rules, such continuing connected transactions are subject to the announcement, reporting requirements and the annual review requirements and are exempt from the independent shareholder's approval requirements.

As the applicable percentage ratios as defined under Rule 14.07 of the Listing Rules in respect of the connected transaction contemplated under the Marketing Fee Agreement will be more than 0.1% but less than 5%. Pursuant to Chapter 14A of the Listing Rules, such connected transaction is subject to the announcement and reporting requirements and is exempt from the independent shareholder's approval requirements.

As the applicable percentage ratios as defined under Rule 14.07 of the Listing Rules in respect of the connected transaction contemplated under the Trademark Licence Confirmation Agreement, in aggregation with the annual cap for the continuing connected transactions contemplated under the Trademark Licensing Agreement for the period from 26 March 2014 to 31 December 2014, will be more than 0.1% but less than 5%. Pursuant to Chapter 14A of the Listing Rules, such connected transaction is subject to the announcement and reporting requirements and is exempt from the independent shareholder's approval requirements.

None of the Directors has a material interest in the transactions under the (i) Autoparts and Materials Agreement; (ii) the Marketing Fee Agreement; and (iii) the Trademark Licence Confirmation Agreement and therefore none of them is required to abstain from voting on the board resolutions approving the same. Nevertheless, Mr. DU Weidong is the chairman of Qingling Group and Mr. ZENG Jianjiang is a director of Qingling Group and they had voluntarily abstained from voting on the resolutions in relation to the Autoparts and Materials Agreement. Furthermore, Mr. Naotoshi Tsutsumi, Mr. Makoto Tanaka and Mr. Masashi Harada had also voluntarily abstained from voting on the resolutions in relation to the Marketing Fee Agreement and the Trademark Licence Confirmation Agreement. Each of Mr. Naotoshi Tsutsumi, Mr. Makoto Tanaka and Mr. Masashi Harada has shareholding interests in Isuzu, and their respective shareholding interests in Isuzu is less than 0.05%. Mr. Naotoshi Tsutsumi is a consultant of Isuzu and Mr. Masashi Harada is the division executive of the sales division No.1 of Isuzu.

GENERAL

The Company is principally engaged in the production and sales of Isuzu trucks, multipurpose vehicles, pick-up trucks, other vehicles and automobile parts and accessories.

CQCC is principally engaged in the manufacturing and sales of automobile parts and components and cast parts.

CQFC is principally engaged in the manufacturing and sales of automobile parts and components and forging parts.

CQAC is principally engaged in the manufacturing and sales of motor vehicle axles and other parts and components.

CQNHK is principally engaged in the manufacturing and sales of motor vehicle seats, interior accessories and other seats.

CQPC is principally engaged in the manufacturing and sales of plastic automobile parts and other plastic parts and components.

CQACL is principally engaged in the manufacturing and sales of aluminum automobile parts and other aluminium parts and components.

QAC is principally engaged in the development, design, manufacturing, sales and providing technical services of automobile parts and components.

QM is principally engaged in the development, design, manufacturing, sales and providing services of automobile parts and components.

QAA is principally engaged in the development, design and manufacturing various types of modified cars, sales and providing services of automobile parts and components and providing technical services for modified cars.

Isuzu is principally engaged in the production and sale of commercial vehicles and diesel engines.

DEFINITIONS

“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Autoparts and Materials Agreement”	the supply agreement, in relation to scrap metal, semi-finished auto parts and raw and crafting materials, dated 21 August 2014 entered into between the Company and the Qingling Autoparts Companies as described under the section headed “1. THE AUTOPARTS AND MATERIALS AGREEMENT”
“Board”	the board of Directors

“Company”	Qingling Motors Co. Ltd., a Sino-foreign joint venture joint stock company incorporated in the PRC with limited liability
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“CQAC”	重慶慶鈴車橋有限公司 Chongqing Qingling Axle Co. Ltd., a sino-foreign joint venture company incorporated in the PRC with limited liability owned as to 80%, 10%, and 10% by Qingling Group, Isuzu and Isuzu China respectively
“CQACL”	重慶慶鈴鑄鋁有限公司 Chongqing Qingling Aluminium Casting Co. Ltd., a sino-foreign joint venture company incorporated in the PRC with limited liability owned as to 72.43%, 13%, 10% and 4.57% by Qingling Group, Isuzu, Isuzu China and an independent third party respectively
“CQCC”	重慶慶鈴鑄造有限公司 Chongqing Qingling Casting Company Limited, a sino-foreign joint venture company incorporated in the PRC with limited liability owned as to 75%, 21.54% and 3.46% by Qingling Group, Isuzu and an Independent Third Party respectively
“CQFC”	重慶慶鈴鍛造有限公司 Chongqing Qingling Forging Co. Ltd., a Sino-foreign joint venture company incorporated in the PRC with limited liability and owned as to 75%, 9.18%, 14.03% and 1.8% by Qingling Group, Isuzu, Isuzu China and an independent third party respectively
“CQNHK”	重慶慶鈴日發座椅有限公司 Chongqing Qingling NHK Seat Co. Ltd., a sino-foreign joint venture company incorporated in the PRC with limited liability owned as to 55.80%, 3%, 2%, 30% and 9.2% by Qingling Group, Isuzu, Isuzu China and two independent third parties respectively
“CQPC”	重慶慶鈴塑料有限公司 Chongqing Qingling Plastic Co. Ltd., a sino-foreign joint venture company incorporated in the PRC with limited liability owned as to 75.15%, 9%, 10% and 5.85% by Qingling Group, Isuzu, Isuzu China and an independent third party respectively
“Directors”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“Isuzu”	Isuzu Motors Limited, a company incorporated in Japan and listed on the Tokyo Stock Exchange and a substantial shareholder of the Company

“Isuzu China”	Isuzu (China) Holding Co., Ltd., a company incorporated in the PRC with limited liability and a wholly-owned subsidiary of Isuzu
“JPY”	Japanese yen, the lawful currency of Japan
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Marketing Fee Agreement”	the agreement dated 21 August 2014 entered into between the Company and Isuzu as described under the section headed “2. THE MARKETING FEE AGREEMENT”
“percentage ratios”	the percentage ratios under Rule 14.07 of the Listing Rules, other than the profits ratio and equity capital ratio
“PRC”	People’s Republic of China
“QAA”	重慶慶鈴汽車上裝製造有限公司 Chongqing Qingling Automobile Manufacture and Assembly Co. Ltd. a domestic company incorporated in the PRC with limited liability wholly owned by Qingling Group
“QAC”	重慶慶鈴汽車底盤部品有限公司 Chongqing Qingling Automobile Chassis Parts Co. Ltd. a domestic company incorporated in the PRC with limited liability wholly owned by Qingling Group
“QM”	重慶慶鈴機加部品有限公司 Chongqing Qingling Machinery Parts Co. Ltd. a domestic company incorporated in the PRC with limited liability wholly owned by Qingling Group
“Qingling Autoparts Companies”	CQCC, CQFC, CQACL, CQAC, CQPC, CQNHK, QAC, QM and QAA
“Qingling Group”	慶鈴汽車（集團）有限公司 Qingling Motors (Group) Company Limited, a state-owned limited liability company established in the PRC
“RMB”	Renminbi, the lawful currency of the PRC
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholders”	has the meaning ascribed to it under the Listing Rules

“Trademark Licence
Confirmation Agreement”

the agreement dated 21 August 2014 entered into between the Company and Isuzu as described under the section headed “3. THE TRADEMARK LICENCE CONFIRMATION AGREEMENT”

“Trademark Licensing
Agreement”

the agreement dated 26 March 2014 entered into between Isuzu and the Company as described in the announcement of the Company dated 26 March 2014

By Order of the Board
QINGLING MOTORS CO. LTD
Du Weidong
Chairman

Chongqing, the PRC, 21 August 2014

As at the date of this announcement, the Board comprises 11 Directors, of which Mr. DU Weidong, Mr. Naotoshi TSUTSUMI, Mr. GAO Jianmin, Mr. Makoto TANAKA, Mr. Masashi HARADA, Mr. ZENG Jianjiang and Mr. PAN Yong are executive Directors and Mr. LONG Tao, Mr. SONG Xiaojiang, Mr. XU Bingjin and Mr. LIU Tianni are independent non-executive Directors.