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吉利汽車控股有限公司
GEELY AUTOMOBILE HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)
(Stock code: 175)

**DISCLOSEABLE AND CONNECTED TRANSACTIONS
RELATING TO
FORMATION OF THE JV
AND
ENTERING INTO OF THE MASTER AGREEMENT**

Financial adviser to Geely Automobile Holdings Limited



CIMB-GK Securities (HK) Limited

The Board is pleased to announce that on 9 November 2006, the Company entered into the following agreements:

(I) THE JV AGREEMENT

Pursuant to the JV Agreement entered into between the Company and Shanghai Maple, the Company and Shanghai Maple will jointly establish the JV in Shanghai, in which the Company and Shanghai Maple will own as to 99.0% and 1.0%. The total investment amount of the JV is US\$99,500,000 (equivalent to approximately HK\$774.8 million) and the registered capital of the JV is US\$54,297,150 (equivalent to approximately HK\$422.8 million). The JV will be principally engaged in the manufacture, sales and distribution of automobile parts, components and sub-assemblies.

(II) THE MASTER AGREEMENT

Pursuant to the Master Agreement entered into between the Company and Manganese Bronze, the Company and Manganese Bronze agreed to enter, and will cause its affiliates which are parties to the relevant documents to enter, into the Equity Transfer Agreement, the Amended and Restated JV Agreement, the Shareholders' Agreement and Other Project Documents within 10 Business Days after, among other things, the establishment of the JV.

Further announcement will be made in accordance with the Listing Rules when the Company enters into the Equity Transfer Agreement, the Amended and Restated JV Agreement, the Shareholders' Agreement and the Other Project Documents.

APPROVAL BY SHAREHOLDERS

Shanghai Maple is a connected person of the Company for the purpose of the Listing Rules by virtue of the fact that Shanghai Maple is beneficially owned by Mr. Li and his associates. Under the Listing Rules, the entering into of the JV Agreement will constitute a discloseable and connected transaction for the Company under Chapters 14 and 14A of the Listing Rules and is subject to the requirements of reporting, announcement, and the approval by the Independent Shareholders (by way of poll) as set out in Chapter 14A of the Listing Rules. Proper Glory and Geely Group, both wholly-owned by Mr. Li, and holding 60.22% and 0.002% respectively in the issued share capital of the Company will abstain from voting for the resolution to approve the JV Agreement to be put forward at the EGM.

An Independent Board Committee will be appointed to advise the Independent Shareholders in respect of the terms of the JV Agreement. An independent financial adviser will also be appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

A circular containing, among other things, details of the JV Agreement and the Master Agreement, a letter from the Independent Board Committee and the opinion from an independent financial adviser, together with a notice convening the EGM to approve the JV Agreement will be despatched to the Shareholders as soon as practicable.

Trading in the Shares on the Stock Exchange was suspended at the request of the Company with effect from 2:30 p.m. on 9 November 2006. Application has been made by the Company for the resumption of trading in the Shares on the Stock Exchange with effect from 9:30 a.m. on 14 November 2006.

1) JV AGREEMENT

- Date:** 9 November 2006
- Parties:** (1) The Company
(2) Shanghai Maple
- Subject matter:** Establishment of a sino-foreign equity joint venture to be owned as to 99.0% by the Company and as to 1.0% by Shanghai Maple.
- Scope of business:** To engage in the manufacture, sales and distribution of automobile parts, components and sub-assemblies.
- Term:** 50 years from the date of issue of the business licence of the JV. The JV will be established on the date that the JV obtained its business licence from the relevant PRC authorities.
- Capital structure:** Total investment:
US\$99,500,000.00 (equivalent to approximately HK\$774.80 million), determined with reference to the estimated scale of operation of the JV in future.

Registered capital:

US\$54,297,150.00, which will be contributed by the parties as soon as practicable in accordance with the applicable PRC laws

(i) The Company to contribute its 99.0% capital contribution for the amount of US\$53,754,178.50 (equivalent to approximately HK\$418.58 million) in cash to be financed by internal resources of the Group and/or equity financing and/or external borrowing; and

(ii) Shanghai Maple to contribute its 1.0% capital contribution for the amount of US\$542,971.50 (equivalent to approximately HK\$4.23 million) in cash.

Profit distribution: Profits of the JV will be distributed in accordance with the proportion of the registered capital held by the Company and Shanghai Maple, respectively.

Additional financing: To finance its further investment, the JV may obtain additional funds through external financing and/or equity contribution on terms and conditions to be approved by its board of directors. Nevertheless, pursuant to the JV Agreement, neither the Company nor Shanghai Maple has any obligation to contribute additional funds to the JV or to provide guarantee to a third party or financial institutions for any loan to be granted to the JV. The Directors confirm that the Company will not contribute additional funding to the JV or to provide guarantee to a third party or financial institutions for any loan to be granted to the JV for the difference between the total investment and the registered capital amounts.

Board composition: The board of the JV will comprise 3 members. The Company will have the right to nominate 2 members and Shanghai Maple will have the right to nominate 1 member to the board of the JV. The quorum of board meeting will be two thirds or more of the then total number of directors.

Conditions precedent

Completion of the JV Agreement is conditional upon, among other things, the following conditions precedent being satisfied:

- (a) the Independent Shareholders approving the establishment of the JV in the EGM to be convened to approve the transaction; and
- (b) the relevant PRC government authority responsible for the examination and approval of sino-foreign equity joint venture enterprises having issued their approvals for the JV Agreement.

Upon completion of the JV Agreement, the JV will be owned as to 99% by the Company and 1% by Shanghai Maple and will be accounted for as a subsidiary of the Company.

2) THE MASTER AGREEMENT

On 9 November 2006, the Company entered into the Master Agreement with Manganese Bronze, pursuant to which the Company and Manganese Bronze agreed to enter, and will cause its affiliates which are parties to the relevant documents to enter, into the Equity Transfer Agreement, the Amended and Restated JV Agreement, the Shareholders' Agreement and Other Project Documents within 10 Business Days after, among other things, the establishment of the JV. The conditions precedent to the Master Agreement are:

- (a) the JV has been properly established under the laws of the PRC;
- (b) the entering into of the JV Agreement for the establishment of the JV has been approved by the Independent Shareholders in the EGM in compliance with the Listing Rules; and
- (c) the entering into of the Equity Transfer Agreement, the Amended and Restated JV Agreement, the Shareholders' Agreement and the Other Project Documents and the implementation thereof by Manganese Bronze has been approved by its shareholders in a general meeting held in compliance with relevant rules and regulations of the London Stock Exchange.

If the above conditions are not satisfied on or before 28 February 2007 (or such other date as the parties may agree in writing), the Master Agreement shall cease and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the Master Agreement.

Principal terms of the Equity Transfer Agreement, the Amended and Restated JV Agreement and the Shareholders' Agreement are as follows:

A) EQUITY TRANSFER AGREEMENT

Date: To be entered into simultaneously with the Amended and Restated JV Agreement, the Shareholders' Agreement and the Other Project Documents within 10 Business Days after the conditions precedent to the Master Agreement have been satisfied.

Parties: (1) The Company
(2) Manganese Bronze

Manganese Bronze Group is a third party independent of the Company and the connected persons of the Company prior to the completion of the Equity Transfer Agreement.

Assets to be transferred: The Company will transfer 48.0% interest in the registered capital of the JV to Manganese Bronze.

Consideration: To be satisfied by the issue of 5.7 million new MB Shares at a nominal value of GBP0.25 per MB Share, representing 23% of Manganese Bronze's enlarged issued ordinary share capital. Such shares have a market value of approximately GBP29.24 million (approximately HK\$428.38 million), based on the closing price of the MB Shares on 8 November 2006, the date prior to the suspension of the Shares for the Company pending the release of this announcement.

The consideration was determined based on arm's length negotiations between the Company and Manganese Bronze with reference to the share price of Manganese Bronze at the time of negotiation of the Equity Transfer Agreement and the shareholding structure of Manganese Bronze upon completion of the Transfer.

Conditions precedent

The submission of the Equity Transfer Agreement to the PRC approval authority for approval of the Transfer is conditional upon, among other things, the following conditions precedent, as set out in the Equity Transfer Agreement, being satisfied within 90 days (or such later date as may be agreed by the parties) of the date of the Equity Transfer Agreement:

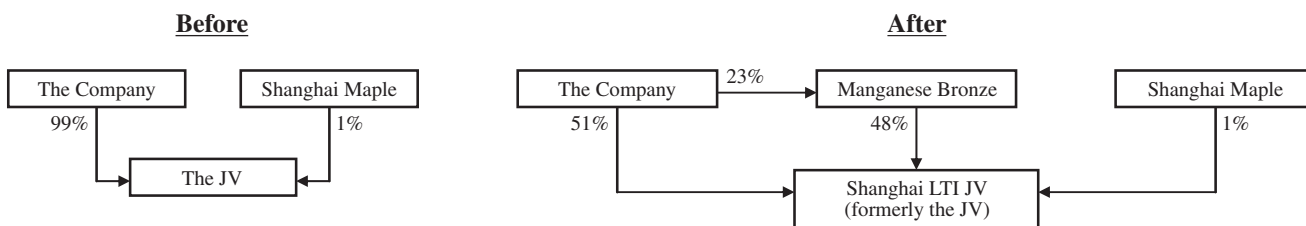
- (a) The Company and Shanghai Maple have each made capital contributions in cash and in full to its subscription to the registered capital of the JV and such capital contributions by the Company and Shanghai Maple have been verified by an independent accountant registered in the PRC;
- (b) the shareholders of Manganese Bronze approving the relevant transactions relating to the Transfer;
- (c) The Company, Manganese Bronze and Shanghai Maple have executed the Amended and Restated JV Agreement; and
- (d) the Shareholders approving the Equity Transfer Agreement at the EGM.

The parties will apply to the PRC approval authorities for approval of the Transfer, if approval for the Transfer is not obtained within 120 days (or such later date the parties may agree) of the date of the Equity Transfer Agreement, the Equity Transfer Agreement will lapse and all the obligations and liabilities of the parties to the Equity Transfer Agreement will cease and terminate.

The Transfer shall be deemed completed on the date the new business license of the Shanghai LTI JV has been issued by the relevant PRC authorities and Manganese Bronze shall issue the 5.7 million consideration shares in Manganese Bronze to the Company within 10 Business Days thereof.

The Company will become the single largest shareholder of Manganese Bronze upon completion of the Transfer. As at the date of this announcement, the Company intends to hold its interest in Manganese Bronze upon completion of the Transfer as a long-term investment.

Shareholding structuring of the JV before and after completion of the Equity Transfer Agreement:



Upon completion of the transfer of the Company's 48% equity interest in the registered capital of the JV to Manganese Bronze, the JV will be held as to 51% by the Company, as to 48% by Manganese Bronze and as to 1% by Shanghai Maple. The JV would continue to be accounted for as a subsidiary of the Company.

B) AMENDED AND RESTATED JV AGREEMENT

Date: To be entered into simultaneously with the Equity Transfer Agreement, the Shareholders' Agreement and the Other Project Documents within 10 Business Days after the conditions precedent to the Master Agreement have been satisfied.

Parties:

- (1) The Company
- (2) Shanghai Maple
- (3) Manganese Bronze

Proposed terms:

Change of name
The aforesaid parties agreed to change the name of the JV to Shanghai LTI Automobile Company Limited (上海英倫帝華汽車國際有限公司).

Scope of business

To engage in the manufacturing, sales, and distribution of automobile parts, components and sub-assemblies; design, research and development in relation to the above and provision of after-sales services.

Scale of production

Estimated annual production of 10,000 units of the Products needed for the final assembly by Shanghai Maple (who under the PRC laws will hold the relevant approved automobile products catalogue) of 10,000 units of TX Series Products and an additional capacity of 30,000 units for three saloon car models within the first three years of operation of Shanghai LTI JV.

This transaction will constitute continuing connected transactions and will be governed by one of the Other Project Documents to be entered into by Shanghai LTI JV in due course. Separate announcement will be made by the Company to seek Independent Shareholders' approval in this regard.

Term

50 years from the date of issue of the business licence of the Shanghai LTI JV.

Preemptive rights

No party may sell, assign, pledge or otherwise dispose of all or any part of its equity interest in the registered capital of the Shanghai LTI JV unless each other party has consented in writing to such sale, assignment, pledge or disposition.

Board composition

The board of the Shanghai LTI JV will comprise 5 members. The Company will have the right to nominate 2 members (including the Chairman), Manganese Bronze will have the right to nominate 2 members (including the Vice Chairman) and Shanghai Maple will have the right to nominate 1 member to the board of the Shanghai LTI JV. The quorum of board meeting will be two thirds or more of the then total number of directors and must consist of directors nominated by both the Company and Manganese Bronze.

Non-Compete

Neither party may during the term of the Amended and Restated JV Agreement and three years thereafter, directly or indirectly design, develop, produce, or assemble in the PRC products similar to the LTI TX Series Products for use in Asia, or, market or sell in Asia products similar to the LTI TX Series Products manufactured in the PRC other than as expressly provided in the Amended and Restated JV Agreement.

Each party shall not establish, acquire, operate or maintain a manufacturing plant in the PRC for products similar to the Products nor design, develop, produce, assemble, market or sell the Products in the PRC.

Upon full operation of the Shanghai LTI JV, the Shanghai LTI JV is intended to be the only production facility for the LTI TX Series Products outside of the United Kingdom. Manganese Bronze undertakes with the Company and Shanghai Maple that Manganese Bronze will not manufacture or licence or procure others to manufacture the LTI TX Series Products elsewhere in China or in other part of the world unless the Shanghai LTI JV is unable to manufacture the LTI TX Series Products, meeting the specification, the price, or the quality or the delivery terms that Manganese Bronze specifies or would be able to manufacture or obtain elsewhere.

Purchase of the Shanghai LTI JV as a going concern

In the event that either Manganese Bronze, the Company or Shanghai Maple is the subject of proceedings for liquidation or dissolution or ceasing to carry on business or the Shanghai LTI JV is subject to early termination, the non-breaching party may elect to purchase the Shanghai LTI JV as a going concern at fair market value in accordance with the procedures set out in the Amended and Restated JV Agreement.

Conditions precedent

The Amended and Restated JV Agreement will become effective upon the approval by the Shanghai Foreign Investment Commission or its local delegate and their respective successors of this agreement and the amended and restated articles of association of Shanghai LTI JV.

C) SHAREHOLDERS' AGREEMENT

Date: To be entered into simultaneously with the Equity Transfer Agreement, the Amended and Restated JV Agreement and the Other Project Documents within 10 Business Days after the conditions precedent to the Master Agreement have been satisfied.

Parties: (1) Manganese Bronze
(2) The Company

Proposed terms: **Sale Restrictions**
Following the Transfer, without the prior written consent of the board of directors of Manganese Bronze, neither the Company nor its associates shall sell, transfer or otherwise dispose of

- i) all or any interest in any of the MB Consideration Shares for a period of two years from the date of the Shareholders' Agreement;
- ii) any interest in more than 25% of the MB Consideration Shares between the second and fifth anniversaries of the date of the Shareholders' Agreement;
- iii) any interest in more than 25% of the MB Consideration Shares in the period between the fifth and tenth anniversaries of the date of the Shareholders' Agreement; and
- iv) any interest in any of the MB Consideration Shares to any company or other person which is determined in good faith by the board of directors of Manganese Bronze to be a competitor of Manganese Bronze.

Takeover Restrictions

Following the Transfer, the Company and its associate undertakes with Manganese Bronze:

- i) not, directly or indirectly, to make, assist or cooperate with others in making an offer for all or part of the issued ordinary share capital of Manganese Bronze unless the Company has given a notification to the board of Manganese Bronze 4 weeks in advance. However, the Company may increase its shareholding in Manganese Bronze to 29.9% without prior approval of the board of Manganese Bronze but shall notify the board of Manganese Bronze in accordance with listing rules of the London Stock Exchange; and
- ii) not to accept any offer for the MB Consideration Shares which would confer control on a third party, except where such bid or offer is recommended by the board of directors of Manganese Bronze.

As at the date of this announcement, the Company does not have any intention to increase its proposed interest in Manganese Bronze.

Call Option

If during the period of ten years from the date of the Shareholders' Agreement, the Amended and Restated JV Agreement or the Equity Transfer Agreement terminates as a result of either i) the loss, termination, suspension or non-renewal of any licence required by the Shanghai LTI JV in the PRC or otherwise by operation of any PRC Law or ii) the Amended and Restated JV Agreement has been terminated by reason of any breach thereof by the Company or by reason of any legally binding order granted, made or issued in the PRC, then the Company hereby grants to Manganese Bronze the right in such circumstances by written notice to purchase the MB Consideration Shares from the Company for a total aggregate sum of GBP1, which represents the nominal value to reverse their respective shareholdings in each other to the original position before entering into the Equity Transfer Agreement.

If such call option is exercised by Manganese Bronze, the Company shall be entitled to acquire the entire shareholding of Manganese Bronze in the Shanghai LTI JV for GBP1, which represents the nominal value to reverse their respective shareholdings in each other to the original position before entering into the Equity Transfer Agreement.

The grant of the option by Manganese Bronze and the subsequent acquisition of the entire shareholding of Manganese Bronze in Shanghai LTI JV by the Company would constitute a disposal of interest in Manganese Bronze and an acquisition of interest in Shanghai LTI JV of the Company.

Conditions precedent

The rights and obligations of the parties hereunder are in all respects conditional upon and subject to i) the completion of the Transfer, ii) the appointment of 2 non-executive directors nominated by the Company to the board of Manganese Bronze, provided the Company holds in excess of 20% of Manganese Bronze issued ordinary shares and iii) the allotment and issue of MB Consideration Shares to the Company pursuant to the Equity Transfer Agreement.

In the event that the conditions precedent have not been fulfilled within 120 days (or such other time period mutually agreed by the Parties) of the date of the Shareholders' Agreement, the Shareholders' Agreement shall automatically terminate.

D) OTHER PROJECT DOCUMENTS

The Shanghai LTI JV will enter into Other Project Documents to facilitate production of the Products at the time when the Company enters into the Equity Transfer Agreement, the Amended and Restated JV Agreement and the Shareholders' Agreement. The Other Project Documents will be conditional upon the completion of the Transfer. Certain transactions contemplated under the Other Project Documents will constitute continuing connected transactions of the Company and are subject to the approval from the Independent Shareholders.

Further announcement will be made in accordance with the Listing Rules when the Company enters into the Equity Transfer Agreement, the Amended and Restated JV Agreement, the Shareholders' Agreement and Other Project Documents.

INFORMATION ON MANGANESE BRONZE

Manganese Bronze was incorporated on 10 March 1899 in the United Kingdom and is principally engaged in taxi sales and taxi finance in the United Kingdom. United Kingdom is the core market of the Manganese Bronze Group's taxi sales business which has accounted for an average of 95% of the turnover of the Manganese Bronze Group for the two years ended 31 July 2006. As at 31 July 2006, the Manganese Bronze Group's total assets amounted to approximately GBP61.62 million (equivalent to approximately HK\$902.78 million).

The following table sets out the summary of the audited financial results prepared under the International Financial Reporting Standards ("IFRS") of Manganese Bronze Group for the two financial years ended 31 July 2006:

	For the year ended 31 July 2005 <i>GBP'000</i> (audited and restated)	For the year ended 31 July 2006 <i>GBP'000</i> (audited)
Profit before taxation	2,503 (equivalent to approximately HK\$36.67 million)	3,756 (equivalent to approximately HK\$55.03 million)
Profit after taxation	2,048 (equivalent to approximately HK\$30.00 million)	2,750 (equivalent to approximately HK\$40.29 million)

	For the year ended 31 July 2005 <i>GBP'000</i> (audited and restated)	For the year ended 31 July 2006 <i>GBP'000</i> (audited)
Net asset value	19,582 (equivalent to approximately HK\$286.88 million)	21,469 (equivalent to approximately HK\$314.52 million)

REASONS FOR THE ENTERING INTO THE JV AGREEMENT

The Group is principally engaged in the manufacture and trading of automobile parts and related automobiles in the PRC. The formation of the JV serves as the first step towards co-operation with Manganese Bronze. The Directors are of the view that the co-operation with Manganese Bronze would enable the Group to tap into Manganese Bronze's car manufacturing technology techniques and to participate in the manufacturing of London taxi. The co-operation would also provide new sources of earnings to the Group from the share of profits from Shanghai LTI JV and Manganese Bronze. Accordingly, the Directors consider that the entering into of the JV Agreement is in the interests of the Company and the Shareholders as a whole.

APPROVAL BY SHAREHOLDERS

Shanghai Maple is a connected person of the Company for the purpose of the Listing Rules by virtue of the fact that Shanghai Maple is beneficially owned by Mr. Li and his associates. Under the Listing Rules, the entering into of the JV Agreement will constitute a discloseable and connected transaction of the Company under Chapters 14 and 14A of the Listing Rules and is subject to the requirements of reporting, announcement, and the approval by the Independent Shareholders (by way of poll) as set out in Chapter 14A of the Listing Rules. Proper Glory and Geely Group, both wholly-owned by Mr. Li, and holding 60.22% and 0.002% respectively in the issued share capital of the Company will abstain from voting for the resolution to approve the JV Agreement to be put forward at the EGM.

An Independent Board Committee will be appointed to advise the Independent Shareholders in respect of the terms of the JV Agreement. An independent financial adviser will also be appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

A circular containing, among other things, details of the JV Agreement and the Master Agreement, a letter from the Independent Board Committee and the opinion from an independent financial adviser, together with a notice convening the EGM to approve the JV Agreement will be despatched to the Shareholders as soon as practicable.

Trading in the Shares on the Stock Exchange was suspended at the request of the Company with effect from 2:30 p.m. on 9 November 2006. Application has been made by the Company for the resumption of trading in the Shares on the Stock Exchange with effect from 9:30 a.m. on 14 November 2006.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise:

“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Amended and Restated JV Agreement”	the joint venture agreement to be entered into between the Company, Manganese Bronze and Shanghai Maple which sets out the principal terms for the establishment of the Shanghai LTI JV
“Board”	the board of Directors of the Company
“Business Day”	a day, other than a Saturday, Sunday or public holiday, on which banks in Hong Kong, the PRC (excluding Hong Kong) and the United Kingdom are open for general business
“connected person(s)”	has the meanings ascribed to it under the Listing Rules
“Company”	Geely Automobile Holdings Limited, a company incorporated in the Cayman Islands with limited liability whose shares are listed on the Stock Exchange
“Director(s)”	the director(s) of the Company
“EGM”	an extraordinary general meeting of the Company to be convened to approve the JV Agreement
“Equity Transfer Agreement”	the equity transfer agreement to be entered into between the Company and Manganese Bronze which sets out the principal terms of the Transfer
“Geely Group”	Geely Group Limited, a company incorporated in the British Virgin Islands with limited liability and is wholly-owned by Mr. Li
“Geely Holding”	浙江吉利控股集團有限公司 (Geely Holding Group Company Limited), a private limited liability company incorporated in Zhejiang Province, the PRC, and is owned as to 72.7% by Mr. Li Shu Fu and as to 27.3% by Mr. Li Xu Bing, brother of Mr. Li, respectively
“Group”	the Company and its subsidiaries
“Hong Kong”	The Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	the independent committee of the Board comprising only the independent non-executive Directors established for the purpose of advising the Independent Shareholders on the terms of the JV Agreement

“Independent Shareholders”	Shareholders other than Mr. Li and his associates
“JV”	Shanghai Geely Maple Automobile Limited (上海帝華汽車有限公司) a sino-foreign joint venture to be established in the PRC with limited liability which will be owned as to 99.0% by the Company and as to 1.0% by Shanghai Maple respectively
“JV Agreement”	the joint venture agreement dated 9 November 2006 entered into between the Company and Shanghai Maple which sets out the principal terms for the establishment of the JV
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“LTI”	LTI Ltd., a wholly-owned subsidiary of Manganese Bronze
“LTI TX Series Products”	the London taxi vehicle, known as TX series products
“Manganese Bronze”	Manganese Bronze Holdings Plc, a public limited liability company incorporated under the Laws of England and Wales and is listed on the London Stock Exchange
“Manganese Bronze Group”	Manganese Bronze and its subsidiaries
“MB Consideration Shares”	5.7 million new Manganese Bronze’s ordinary shares to be issued to the Company as consideration under the Equity Transfer Agreement
“MB Shares”	share(s) of nominal values of GBP0.25 each in the share capital of Manganese Bronze
“Master Agreement”	the master agreement dated 9 November 2006 entered into between the Company and Manganese Bronze
“Mr. Li”	Mr. Li Shu Fu, a Director holding 60.22% beneficial interest in the issued share capital of the Company
“Other Project Documents”	a series of agreements to be entered into between the Shanghai LTI JV and others with LTI and Shanghai Maple which relates to sale and purchase of components and products, licensing of trademarks and technologies, leasing of properties and contract manufacturing equipment for the operation of the Shanghai LTI JV
“PRC”	The People’s Republic of China
“Products”	automobile parts, components and sub-assemblies for use in purpose build executive limousines and three saloon car models

“Proper Glory”	Proper Glory Holding Inc., a company incorporated in the British Virgin Islands and is wholly-owned by the Geely Group
“Shanghai LTI JV”	上海英倫帝華汽車國際有限公司 (Shanghai LTI Automobile Company Limited), formerly the JV, which will be owned as to 51.0% by the Company, as to 48.0% by Manganese Bronze and as to 1.0% by Shanghai Maple respectively upon completion of the Equity Transfer Agreement and the Amended and Restated JV Agreement
“Shanghai Maple”	上海華普汽車有限公司 (Shanghai Maple Automobile Company Limited), a limited liability company incorporated in the PRC and is owned as to 90.00% by Geely Holding and as to 10.00% by 浙江華普資產管理有限公司 (Zhejiang Maple Assets Management Company Limited), which is in turn owned by the senior management of Geely Holding. It is principally engaged in manufacturing and sales of automobile and related components, and manufacturing of air conditioning related parts
“Shanghai Maple JV”	上海華普國潤汽車有限公司 (Shanghai Maple Guorun Automobile Company Limited), a sino-foreign joint venture established in the PRC with limited liability and owned as to 53.19% by Shanghai Maple and as to 46.81% by Value Century Group Limited, a wholly-owned subsidiary of the Company respectively
“Share(s)”	share(s) of HK\$0.02 each in the capital of the Company
“Shareholder(s)”	the holder(s) of the share(s) of the Company
“Shareholders’ Agreement”	the shareholders’ agreement to be entered into between Manganese Bronze and the Company which sets out the principal terms to give effect to the provisions of the Amended and Restated JV Agreement and also give effect to the other provisions in relation to the transfer of 48.0% equity interest of the JV from the Company to Manganese Bronze
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transfer”	the transfer by the Company of a 48.0% interest in the registered capital of the JV to Manganese Bronze pursuant to the Equity Transfer Agreement
“United Kingdom”	United Kingdom of Great Britain and Northern Ireland
“GBP”	British Pounds, the lawful currency of the United Kingdom
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“US\$”	United States dollars, the lawful currency of the United States
“%”	per cent.

Unless otherwise specified in this announcement, amounts denominated in US\$ and GBP have been converted, for the purpose of illustration only, into HK\$ as follows:

US\$1 = HK\$7.7869

GBP1 = HK\$14.650

No representation is made that any amount in HK\$ could have been or could be converted at the above rate or at any other rates or at all.

Certain English translation of Chinese names or words in this announcement are included for information purpose only and should not be regarded as the official English translation of such Chinese names or words.

By order of the Board of
Geely Automobile Holdings Limited
David C.Y. Cheung
Company Secretary

Hong Kong, 13 November 2006

As at the date of this announcement, the executive Directors are Mr. Li Shu Fu, Mr. Gui Sheng Yue, Mr. Xu Gang, Mr. Yang Jian, Mr. Ang Siu Lun, Lawrence, Mr. Yin Da Qing, Richard, Mr. Liu Jin Liang and Mr. Zhao Jie and the independent non-executive Directors are Mr. Lee Cheuk Yin, Dannis, Mr. Song Lin and Mr. Yeung Sau Hung, Alex.

Please also refer to the published version of this announcement in The Standard.