

IRREVOCABLE UNDERTAKING OF WISON ENERGY ENGINEERING (HONG KONG) LIMITED

Date : 2 October 2020

To: Expedition Holding Corporation Limited ("Expedition Holding")
15/F, Shanghai Commercial Bank Tower
10-12 Queen's Road Central
Central, Hong Kong

Sharp Vision Holdings Limited ("Sharp Vision")
3101-2, Infinitus Plaza
199 Des Voeux Road Central
Hong Kong

(Expedition Holding and Sharp Vision are collectively referred to as the "Joint Offerors")

CIMC-TianDa Holdings Company Limited (the "Company")
Units A-B, 16/F
China Overseas Building
139 Hennessy Road
Wan Chai, Hong Kong

Dear Sirs,

Proposal for the Privatisation of CIMC-TianDa Holdings Company Limited by the Joint Offerors by way of a scheme of arrangement (under Section 86 of the Companies Law) – Irrevocable Undertaking of Wison Energy Engineering (Hong Kong) Limited

Unless otherwise defined, capitalised terms used in this undertaking ("Undertaking") shall have the same meaning as defined in the announcement to be jointly made by the Joint Offerors and the Company pursuant to Rule 3.5 of the Hong Kong Code on Takeovers and Mergers (the "Takeovers Code") (the "Announcement").

1. We, Wison Energy Engineering (Hong Kong) Limited, understand that:
 - (i) CIMC-TianDa Holdings Company Limited is a company incorporated in the Cayman Islands with limited liability, the shares (the "Shares") of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the "Stock Exchange") (Stock Code: 0445);
 - (ii) as at the date hereof, we are the holder of the convertible bond with an outstanding principal amount of RMB130,713,331.50 (the "Convertible Bonds") issued by the Company. Based on the initial conversion price of HK\$0.366 per share of the Company (the "Share"), the Convertible Bonds can be convertible into 420,165,000 new Shares. As at the date of this Undertaking, we have not exercised our conversion rights under the Convertible Bonds;
 - (iii) the Joint Offerors propose to submit a proposal to the board of directors of the Company in connection with the privatisation of the Company by way of a scheme of arrangement (the "Scheme"), an offer to cancel all outstanding share options and the delisting of the Company from the Exchange as a result of the privatisation (together, the "Proposal"); and
 - (iv) if the Proposal is approved, under the Scheme, the share capital of the Company will, on the Effective Date, be reduced by cancelling and extinguishing the Scheme Shares. In return, the Scheme Shareholders will receive from the Joint Offerors the Cancellation Price

of HK\$0.266 in cash for each cancelled Scheme Share as consideration for the cancellation of the Scheme Shares held as at the Effective Date. Upon such reduction, the share capital of the Company will be increased to its former amount by the allotment and issue at par to the Joint Offerors of such aggregate number of new Shares as is equal to the number of Scheme Shares cancelled.

2. We unconditionally and irrevocably undertake, agree and represent to and with the Joint Offerors and the Company the following terms:
 - (i) we hereby waive our right to receive an offer under Rule 13 of the Takeovers Code which requires the Joint Offerors to make an appropriate offer to holders of the convertible securities of the Company; and
 - (ii) we shall fully exercise our conversion rights under the Convertible Bonds in accordance with the terms thereto as soon as possible, but in any event, no later than the Scheme Record Date.
3. We further unconditionally and irrevocably undertake to provide the Joint Offerors and the Company with all such further information in relation to us, the Convertible Bonds, this Undertaking or other information in relation to the above as the Joint Offerors and/or the Company may require in order to comply with the rules and requirements (and requests, if applicable) of the Takeovers Code, the SFC, the Stock Exchange, and any other legal or regulatory requirements for inclusion in the Announcement, any subsequent announcement(s) and the Scheme Document (or any other documents required in connection with the Proposal).
4. We understand that, in accordance with the Rules Governing the Listing of Securities on the Stock Exchange (the "Listing Rules") and Takeovers Code, particulars of this Undertaking will need to be publicly disclosed and will also be contained in the Announcement, any subsequent announcements and documents in relation to the Scheme, and that a copy of this Undertaking will be available for inspection from the date of the Scheme Document to the Effective Date. We consent to the issue of the Announcement and related documents incorporating references to this Undertaking (including the relevant terms contained therein) and we acknowledge that, if the Scheme is made, this Undertaking will be made available for inspection from the date of the Scheme Document to the Effective Date and the particulars of it will be contained in the Scheme Documents to the extent required by the Takeovers Code or the Listing Rules.
5. We shall not circulate this Undertaking or make any disclosure in connection herewith to any person without the prior written consents from the Joint Offerors and the Company, unless such disclosure is:
 - (i) required by any applicable laws or by a court of competent jurisdiction, provided that any information disclosed pursuant to this Clause 5(i) shall be disclosed only after notice to the Joint Offerors (save where such notice is prohibited by any applicable laws) and we shall take reasonable steps to consult and co-operate and agree with the Joint Offerors and the Company regarding the content, timing and manner of that disclosure and take reasonable steps to cooperate with any action which the Joint Offerors and the Company may reasonably elect to take to challenge legally the validity of that requirement;
 - (ii) made to our directors, officers, employees, advisers or agents on a need-to-know and strictly confidential basis, provided that such recipients agree to be bound by equivalent confidentiality restrictions; and
 - (iii) of information that has already come into the public domain through no fault of us.
6. The following additional provisions apply to this undertaking:

- (i) This Undertaking shall terminate immediately upon the Scheme having been withdrawn, lapsed or closed.
- (ii) All notices or other communication required or permitted hereunder shall be in writing and shall be deemed given or delivered when (i) delivered personally, (ii) if transmitted by facsimile upon confirmation that such facsimile has been received or (iii) when sent by registered or certified mail or by overnight courier service that obtains a receipt.

Any notice to be given to us pursuant to this Undertaking shall be delivered to:

Address: Room 5408, 54th Floor, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong
Attention: Ms. Olivia Luk
Fax No.: (852)2116 9273

- (iii) This Undertaking is governed by and shall be construed in accordance with the laws of Hong Kong. We hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (iv) This Undertaking is intended to take effect as a deed notwithstanding that it may only be executed under hand.

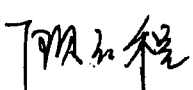
IN WITNESS whereof this Undertaking has been executed on the day and year first above mentioned.

Yours faithfully,

SEALED with the Common Seal of)
WISON ENERGY ENGINEERING)
(HONG KONG) LIMITED)
惠生能源工程(香港)有限公司)
And SIGNED by RONG WEI)

For and on behalf of
WISON ENERGY ENGINEERING (HONG KONG) LIMITED
惠生能源工程(香港)有限公司

.....
Authorised Signature(s)

in the presence of: )
(Gu Yucheng)

