

**ROLLOVER AGREEMENT**

This ROLLOVER AGREEMENT (this "**Agreement**") dated as of 4 October 2020 is made by and among

- (1) Expedition Holding Corporation Limited ("**Offeror A**"), a company incorporated under the laws of the Cayman Islands with limited liabilities whose registered office is at 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands;
- (2) Sharp Vision Holdings Limited ("**Offeror B**" or "**Sharp Vision**"), a company incorporated under the laws of Hong Kong with limited liabilities whose registered office is at 3101-2, Infinitus Plaza, 199 Des Voeux Road Central, Hong Kong;

(Offeror A and Offeror B together, the "**Joint Offerors**" and individually as a "**Joint Offeror**".)

- (3) Jiang Xiong (江雄) ("**Mr. Jiang**"), holder of Australia Passport number PA5262688, whose address is 29 Foggatt Street, Turner ACT2612, Australia;
- (4) Zheng Zuhua (郑祖华) ("**Mr. Zheng**"), holder of PRC identity card number 420106196304273278, whose address is Flat 502, Jinzhuyuan Mansion South Block, Nanshan District, Shenzhen, Guangdong Province, The People's Republic of China;
- (5) Fengqiang Holdings Limited (丰强有限公司) ("**Fengqiang**"), a company incorporated under the laws of the British Virgin Islands with limited liabilities whose registered office is at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands;
- (6) HONGKONG RUICHENG CO., LIMITED (香港瑞成有限公司) ("**HongKong Ruicheng**"), a company incorporated under the laws of Hong Kong with limited liabilities whose registered office is at Room C, 9/F., Wing Cheong Commercial Building, 23 Jervois Street, Central, Hong Kong; and
- (7) CSR China Merchant Buyout Fund (深圳國調招商併購股權投資基金合夥企業(有限合夥)), a limited partnership established in the PRC whose registered office is at 22/F Tower B, East Pacific International Center, 7888 Shennan Avenue, Futian District, Shenzhen 518040.

(Mr. Jiang, Mr. Zheng, Fengqiang, HongKong Ruicheng and the CSR China Merchant Buyout Fund together, the "**Rollover Shareholder Group**" and individually as a "**Rollover Shareholder**".)

The foregoing parties are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

**WHEREAS,**

- (A) CIMC-TianDa Holdings Company Limited (the "**Company**"), is a company incorporated under

the laws of the Cayman Islands, whose shares ("**Shares**") are listed on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") (Stock Code: 0445). As at the date of this Agreement, the Company has (i) an authorised share capital of HK\$500,000,000 divided into 50,000,000,000 ordinary shares of a par value of HK\$0.01 per share, of which 16,217,881,183 Shares are in issue and are fully paid or credited as fully paid; and (ii) 115,625,000 outstanding share options, each relating to one Share.

- (B) As at the date of this Agreement, the convertible bonds issued by the Company with an aggregate outstanding principal amount of RMB1,021,577,038 (the "**Convertible Bonds**") are held by two holders, being Wison Energy Engineering (Hong Kong) Limited ("**Wison Energy**") and Sharp Vision (collectively the "**CB Holders**"), which based on the initial conversion price of HK\$0.366 per share can be converted into 3,283,757,755 Shares. In this connection, an irrevocable undertaking has been obtained from Wison Energy, pursuant to which Wison Energy has undertaken to, inter alia, fully exercise its conversion rights under the Convertible Bonds as soon as possible, and in any event not later than the Scheme Record Date (as defined in the Announcement). All such Shares converted by Wison Energy will form part of the Scheme Shares (as defined hereunder).
- (C) On the premise set out above, the Joint Offerors propose to submit a proposal (the "**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 (the "**Option Offer**") and the delisting of the Company from the Exchange as a result of the privatisation (the "**Delisting**") (together, the "**Transaction**"). A copy of the Proposal is attached in Annex A hereto.
- (D) As of the date of this Agreement, Rollover Shareholder Group hold 4,587,911,141 Shares in total with (i) Mr. Jiang holding 981,600,000 Shares; (ii) Mr. Zheng holding 4,600,000 Shares in his own personal capacity; (iii) Fengqiang holding 2,366,751,693 Shares; (iv) HongKong Ruicheng holding 561,734,448 Shares; and (iv) CSR China Merchant Buyout Fund holding 673,225,000 Shares. The Joint Offerors intend to allow the Rollover Shareholder Group to retain their shareholding in the Company and remain as shareholders of the Company after the Scheme becomes effective.
- (E) As of the date of this Agreement, Mr. Jiang holds certain outstanding share options of the Company (the "**Share Options**"), each relating to one Share.

All the terms and expression used but not defined in this Agreement shall have such meaning as they are given in the draft announcement (the "**Announcement**") appended to the Proposal.

NOW THEREFORE, in consideration for mutual promises, covenants and agreements of the Parties contained herein, the Parties agree as follows:

## 1. Rollover Arrangement

- 1.1 Subject to the terms and conditions of this Agreement, each of the Joint Offerors and the Rollover Shareholder Group agrees that the Shares held by Rollover Shareholder Group (the "**Rollover Shares**") as set out in Annex B hereto (i) will not form part of the scheme shares

of the Company under the Scheme (the "**Scheme Shares**") and (ii) will not be cancelled and extinguished when the Scheme becomes effective, and accordingly, the Rollover Shareholder Group will remain as shareholders of the Company on the register of the Company immediately after the Scheme becomes effective and shall be entitled to all rights as a legal and beneficial owner of shares of the Company together with any dividend, rights and distributions to be declared and paid by the Company after the Scheme becomes effective (collectively, the "**Rollover Arrangement**").

- 1.2 To the extent the Rollover Shareholders are not the registered shareholders of the Rollover Shares and whose Rollover Shares are deposited in Central Clearing and Settlement System ("CCASS") and registered under the name of HKSCC Nominees Limited, such Rollover Shareholders shall withdraw and/or procure the withdrawal of all their Rollover Shares from CCASS and becoming a registered owner of such Shares on or before the Effective Date (or such other date as determined by the Joint Offerors).

## 2. **Conditions**

- 2.1 The implementation of the Rollover Arrangement is subject to the fulfilment of the following conditions:

- (A) the receipt of an opinion from the independent financial adviser to the independent board committee of the Company established for the purpose of the Scheme that the Rollover Arrangement is fair and reasonable so far as the Independent Shareholders are concerned;
- (B) the passing of an ordinary resolution by the independent shareholders of the Company at an extraordinary general meeting of the Company to be convened and in connection with the Scheme and the Transaction to approve, among others, the Rollover Arrangement;
- (C) the Scheme becoming effective; and
- (D) the grant of consent from the Executive in respect of the Rollover Arrangement.

## 3. **Undertakings**

- 3.1 Each Rollover Shareholder irrevocably and jointly and severally represents and undertakes to each of the Joint Offerors that:
- (A) each of them is the sole beneficial owner of its/his portion of the Rollover Shares, free and clear of any lien, charge, mortgage, encumbrance or any third party rights whatsoever and all such Rollover Shares have been properly allotted and issued and are fully paid-up;
  - (B) save for the Share Options held by Mr. Jiang and the Shares interested by the Rollover Shareholders as set out in Annex B, as at the date of this Agreement, each of the Rollover Shareholders is not interested in any other securities of the

Company or has any right to subscribe, purchase or otherwise acquire any Shares or other securities in the Company;

- (C) it/he will not, directly or indirectly, take any action which will preclude, prejudice, restrict or delay the successful outcome of the Scheme or the Proposal or the Transaction or otherwise conflict with or diminish its/his obligations hereunder;
- (D) subject to compliance with relevant laws and regulations, it/he will do all such acts and things and execute all such documents as may be reasonably required by the Joint Offerors to give effect to the undertakings contained in this Agreement;
- (E) it/he will provide the Joint Offerors with all such information in relation to its interests in Shares as the Joint Offerors may reasonably require to comply with all applicable legal or regulatory requirements;
- (F) to the extent permitted under the Takeovers Code, the Listing Rules and applicable laws and regulations, to exercise, or, as the case may be, to procure the exercise of the voting rights in respect of the Shares owned by it/him directly on resolutions in relation to the Scheme in accordance with the Joint Offerors' directions, and in the absence of any such directions, to vote in favour of all resolutions which are necessary to implement the Scheme proposed at a court meeting and/or a general meeting of the Company, and that it/him shall be bound by, and take all actions necessary to implement the Scheme;

3.2 Mr. Jiang has irrevocably undertakes to the Joint Offerors that he will not (i) exercise any Share Options held by him; and (ii) accept the Option Offer in respect of all of his Share Options.

#### **4. Dealing Restrictions**

4.1 At any time from the date of this Agreement until the Scheme becomes effective, lapses or is withdrawn and the closing of the Option Offer (whichever later):

- (A) Each Rollover Shareholder shall not, directly or indirectly, sell, transfer, charge, encumber, grant any option over or otherwise dispose of any interest in any of the Shares held by it/him in the Company.
- (B) Each Rollover Shareholder shall not accept, or give any undertaking (whether conditional or unconditional) to accept, exercise voting rights attached to its/his portion of the Rollover Shares to approve or otherwise agree to any offer, scheme of arrangement, merger or other business combination made or proposed to be made in respect of such Shares or disposal of material assets of the Company and its subsidiaries by any person other than pursuant to the Scheme.
- (C) Each Rollover Shareholder shall not, directly or indirectly, acquire, subscribe for or otherwise deal in the shares, convertible securities, options or other securities of the Company without prior consent of Joint Offerors.

## 5. Representations and warranties

5.1 Each Rollover Shareholder jointly and severally represents and warrants to each of the Joint Offerors that:

- (A) it/he has full power, authority and capacity, and has taken all actions and has obtained all consents, approvals and authorisations from any governmental or regulatory bodies or other third parties required, to enter into, and perform its/his obligations under, this Agreement;
- (B) it/he has taken all necessary steps to perform its/his obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it/his;
- (C) neither the execution and delivery of this Agreement by it/him (i) violates any provision of its/his constitutional documents; (ii) contravenes or results in a contravention of the laws or regulations of any jurisdiction to which it/he is subject in respect of the transactions contemplated under this Agreement; or (iii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Rollover Shareholder is a party or by which such Rollover Shareholder is bound).
- (D) as of the date hereof, it/he is the sole beneficial owner of the Rollover Shares, free from any lien, charge, option, claim, right of pre-emption and any other third party right or encumbrance of any nature whatsoever (collectively "**Encumbrances**") and together with all rights accruing or attaching thereto;
- (E) save as disclosed to the Joint Offerors, it/he has not purchased any Share or otherwise dealt in the securities of the Company in the six months prior to the date of this Agreement;
- (F) any information provided to the Joint Offerors in connection with the Proposal or the Scheme is true, complete and accurate in all material respects and not misleading in any material respect;
- (G) there is no third party (other than HKSCC Nominees Limited) holding the legal title to any of the Shares as its/his nominee, trustee, depositary or custodian; and
- (H) it/he shall comply with all applicable laws relevant to the Transaction (including the general principles and rules of the Takeovers Code together with any rulings by the SFC or the Takeovers Panel relating to the Scheme and its financing).

## 6. Indemnity.

6.1 Each Rollover Shareholder shall jointly and severally indemnify and keep indemnified the

Joint Offerors against any actual loss, cost (including any cost of enforcement), liability (including any tax liability), claim or damage (but excluding any indirect or consequential losses, costs, demands and liabilities) which such other Party incurs or suffers as a direct result of:

- (A) any default by the Rollover Shareholder in the performance of any of the obligations expressed to be assumed by it/him in this Agreement which would result in (i) the Proposal not being able to be implemented further or (ii) material impediment to the implementation of the Proposal, and for the avoidance of doubt, default by the Rollover Shareholder shall include any breach of representations or warranties given under this Agreement and any non-fulfillment or breach of any covenant, undertaking or agreement hereunder by the Rollover Shareholder.

**7. Termination.**

- 7.1 Unless otherwise expressly provided hereunder, the rights and obligations of the parties pursuant to this Agreement shall terminate upon the earlier of (i) when the Scheme lapses or is withdrawn, terminated, rescinded by the Joint Offerors or is finally dismissed, finally refused or finally rejected by the Grand Court of the Cayman Islands; or (ii) on a date as the Parties otherwise agree in writing (but without prejudice to any accrued liabilities arising prior to such termination).

**8. Further Assistance.**

- 8.1 Each Party agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or regulations (including but not limited to the Takeovers Code and the Listing Rules) or as any party may reasonably require to implement and/or give effect to this Agreement and the transactions contemplated by it.

**9. Governing Law.**

- 9.1 This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Hong Kong.

**10. Dispute Resolution.**

- 10.1 Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("**HKIAC**") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 11. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "**Arbitrator**"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third

Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate an Arbitrator or agree on the joint nomination of the third Arbitrator, as applicable, within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing Parties. Any Party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defences to such enforcement based on lack of personal jurisdiction or inconvenient forum.

- 10.2 Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 10, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the laws of Hong Kong, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 10.2 is only applicable to the seeking of interim injunctions and does not restrict the application of Section 10.1 in any way.

## **11. Successors and Assigns; Third-Party Beneficiaries.**

- 11.1 This Agreement may not be assigned by any Party or by operation of law or otherwise without the prior written consent of the other Party. Any attempted assignment in violation of this Section 11 shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the Parties. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and (subject to the foregoing provisions of this Section 11) their respective successors, permitted assigns, heirs, executors and administrators any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement, except as specifically set forth in this Agreement.

### **11A. Definition of “affiliates”.**

- 11A.1 In this Agreement, the “affiliates” of any person means any other person that (directly or indirectly) controls, is controlled by or is under common control with such person, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and includes (a) ownership directly or indirectly of 50% or more of the shares in issue or other equity interests of such person; (b) possession directly or indirectly of 50% or more of the voting power of such person; or (c) the power directly or indirectly to appoint a majority of the members of the board of directors or similar governing body of such person, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

**11B. Definition of “Business Day”**

11B.1 In this Agreement, “Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in Hong Kong and the PRC are required or authorised by law or executive order to be closed or on which a tropical cyclone warning no.8 or above or a “black” rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m. Hong Kong time.

**12. Severability.**

12.1 In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

**13. Notices**

13.1 A notice under this Agreement shall only be effective if it is in writing. E-mail is not permitted.

13.2 Notices under this Agreement shall be sent to a party at its/his address or number and for the attention of the individual set out below:

(A) If to Offeror A:

c/o 15/F, Shanghai Commercial Bank Tower,  
10-12 Queen’s Road Central, Central, Hong Kong  
Attention: Lawrence Ha  
Fax: +852 2598 9779

(B) If to Offeror B:

c/o 3101-2, Infinitus Plaza  
199 Des Voeux Road Central  
Hong Kong  
Attention: Keith Siu  
Fax: +852 2805 1835

(C) If to Mr. Jiang:

8/F, Gaojing Commercial Center, No.  
158, Wuyi Bei Road, Fuzhou, Fujian,  
The People’s Republic of China

(D) If to Mr. Zheng:

Flat 502, Jinzhuyuan Mansion South Block,



Nanshan District, Shenzhen  
Guangdong Province  
The People's Republic of China  
Fax: +86-755-26685815

(E) If to Fengqiang:

Units 3101-3102, Infinitus Plaza, No.  
199, Des Voeux Road Central, Hong  
Kong  
Fax: +852 2805 1835

(F) If to HongKong Ruicheng:

c/o Room C, 9/F., Wing Cheong Commercial Building,  
23 Jervois Street, Central, Hong Kong  
Attention: Geta Tsang  
Fax: 2339 3875

(G) If to CSR China Merchant Buyout Fund:

c/o 22/F Tower B, East Pacific International Center,  
7888 Shennan Avenue, Futian District,  
Shenzhen 518040  
Attention: Su Tanjing  
Fax: +86 755 88326400

Provided that a party may change its/his notice details on giving notice to the other party of the change in accordance with this section. That notice shall only be effective on the day falling five clear Business Days after the notification has been received or such later date as may be specified in the notice.

13.3 Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

- (A) if delivered personally, on delivery;
- (B) if sent by first class inland post, two clear Business Days after the date of posting;
- (C) if sent by airmail, six clear Business Days after the date of posting; and
- (D) if sent by facsimile, at the expiration of 48 hours after the time it was sent.

13.4 The provisions of this section shall not apply in relation to the service of service documents pursuant to Section 14 below.

#### **14. Agent for service**

- (a) Offeror A appoints Pine Peak Capital Group (HK) Limited of c/o 15/F, Shanghai Commercial Bank Tower, 10-12 Queen's Road Central, Central, Hong Kong as its agent for service of process relating to any proceedings before the Hong Kong courts in connection with this Agreement and agrees that failure by such a process agent to notify it of any process will not invalidate the proceedings concerned.
- (b) Fengqiang appoints CIMC-TianDa Airport Support (Hong Kong) Limited of Units 3101-3102, Infinitus Plaza, No. 199, Des Voeux Road Central, Hong Kong as its agent for service of process relating to any proceedings before the Hong Kong courts in connection with this Agreement and agrees that failure by such a process agent to notify it of any process will not invalidate the proceedings concerned.
- (c) CSR China Merchant Buyout Fund appoints China Great Bay Area Fund Management Co., Limited of 16/F, Three Pacific Place, 1 Queen's Road Central, Wan Chai, Hong Kong as its agent for service of process relating to any proceedings before the Hong Kong courts in connection with this Agreement and agrees that failure by such a process agent to notify it of any process will not invalidate the proceedings concerned.

**15. Announcement:**

- 15.1 Subject to Section 15.2, no announcement, press release, public statement, or other communications (“**Public Release**”) concerning the existence or the subject matter of this Agreement, shall be issued by or on behalf of any Party to the general public in any form without the prior written consent of all the other Parties, such consent not to be unreasonably withheld or delayed or conditioned.
- 15.2 Section 15.1 does not apply to any Public Release required by the applicable laws and regulations, including without limitation, the Takeovers Code, the Listing Rules and the Stock Exchange, if the Party required to make or send it has:
  - (A) provided each other Party with sufficient notice to enable it to seek a protective order or other remedy; and
  - (B) provided all assistance and co-operation that each other Party considers necessary to prevent or minimize that disclosure.
- 15.3 The restrictions contained in this Section 15 shall continue to apply after termination of this Agreement without limit in time.

**16. Confidentiality**

- 16.1 Each Party shall treat as strictly confidential and shall not disclose to any other person any and all information (i) received or obtained as a result of entering into or performing this Agreement; (ii) which relates to the provisions, negotiations or subject matter of this Agreement; or (iii) which relates to another Parties (collectively “**Confidential Information**”).

16.2 A Party may disclose or use Confidential Information which would otherwise be subject to the provisions of Section 16.1 if and to the extent:

- (A) Confidential Information is disclosed in the Announcement;
- (B) the disclosure or use is required by the applicable laws and regulations or any authority to which such Party is subject to or submits (whether or not the request for information has the force of law);
- (C) the disclosure or use is required by existing contractual obligations which it/he is subject to prior to the date of this Agreement (provided that it/he has informed the other Parties of such contractual obligations in writing before the execution of this Agreement);
- (D) Confidential Information is disclosed on a need to know and strictly confidential basis to its affiliates or their respective directors, officers, employees, advisers, bankers, financiers or agents (collectively the “**Representative**”), provided that such recipients agree to be bound by equivalent confidentiality restrictions;
- (E) Confidential Information was lawfully in its possession or in the possession of any of its affiliates or their respective Representatives;
- (F) Confidential Information is or becomes in the public domain through no fault of that Party or any of its affiliates or their respective Representatives;
- (G) the relevant other Parties have given prior written consent to the disclosure or use (such consent not to be unreasonably withheld or delayed);
- (H) Confidential Information is independently developed by that Party after the date of this Agreement; or
- (I) the disclosure or use is required to enable that Party to perform this Agreement or enforce its rights under this Agreement or otherwise vest the full benefit of this Agreement in that Party.

16.3 The restrictions contained in this Section 16 shall continue to apply after termination of this Agreement without limit in time.

## **17. Counterparts.**

17.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

## **18. Remedies.**

18.1 Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. No failure or delay on the part of any Party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right.

**19. Entire Agreement.**

19.1 This Agreement constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, among the Parties with respect to the subject matter contained herein.

**20. Amendments and Modification.**

20.1 This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each Party.

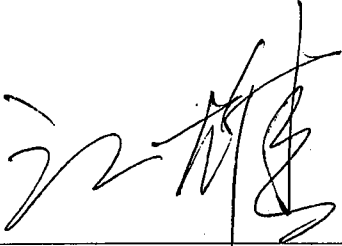
**21. Waiver.**

21.1 Any agreement on the part of a Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such Party.

**22. Third Party Rights.**

22.1 The Parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Ordinance (Cap. 623), by any person who is not a party to this Agreement.


**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.



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Name: Jiang Xiong (江雄)

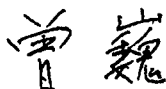
For and on behalf of  
Expedition Holding Corporation Limited



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Name: Han Yong

Position: Director



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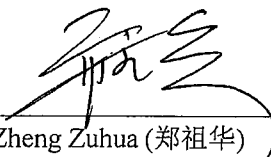
Name: Zeng Wei

Position: Director

For and on behalf of  
Sharp Vision Holdings Limited

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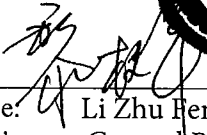
Name: Yu Yuqun  
Position: Director

  
Name: Zheng Zuhua (郑祖华)



For and on behalf of  
Fengqiang Holdings Limited



  
Name: Li Zhu Feng  
Position: General Partner

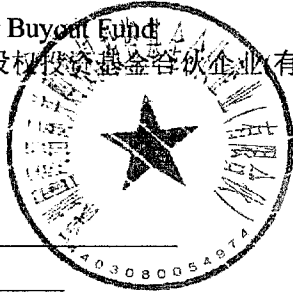
For and on behalf of  
HONGKONG RUICHENG CO., LIMITED  
香港瑞成有限公司



周國棟

Name: Zhou Guodong  
Position Director

For and on behalf of  
CSR China Merchant Buyout Fund  
深圳国调招商并购股权投资基金合伙企业(有限合伙)



\_\_\_\_\_  
Name:  
Position

**Annex A**

The Proposal

*Expedition Holding Corporation Limited*  
*c/o 15/F, Shanghai Commercial Bank*  
*Tower, 10-12 Queen's Road Central,*  
*Central, Hong Kong*

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

**STRICTLY PRIVATE AND CONFIDENTIAL**

28 September 2020

Board of Directors  
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 privatisation of the Company by way of a scheme of arrangement**

We, Expedition Holding Corporation Limited and Sharp Vision Holdings Limited (the “Joint Offerors”) are writing to inform you that:

- (a) we are proposing a privatisation of the Company by way of a scheme of arrangement (the “Scheme”) under section 86 of the Companies Law (2020 Revision) of the Cayman Islands involving the cancellation of the issued ordinary shares of the Company not owned by the (i) Joint Offerors, (ii) CIMC Top Gear B.V., and (iii) Mr. Jiang Xiong, Mr. Zheng Zu Hua, Fengqiang Holdings Limited, HongKong Ruicheng Co., Limited and CSR China Merchant Buyout Fund (the “Rollover Shareholders”) (the “Scheme Shares” or each a “Scheme Share”) at a cancellation price in cash by the Joint Offerors of HK\$0.266 for each Scheme Share; and
- (b) Sharp Vision will make an appropriate offer at the nominal amount of HK\$0.00001 per share option to cancel all 115,625,000 outstanding share options granted by the Company under the share option scheme adopted in 2009, with an exercise price of HK\$0.42,

(together, the “Proposal”).

The Proposal, if approved and implemented, will result in:

- (a) all Shares being respectively held by the Joint Offerors, CIMC Top Gear B.V. and the Rollover Shareholders (please refer to the simplified shareholding structure of the Company set out in page 20 of the Announcement (as defined below)); and
- (b) the withdrawal of the listing of the Shares from The Stock Exchange of Hong Kong

Limited (the “**Stock Exchange**”).

We respectfully request you to put forward the Proposal for consideration by the shareholders of the Company.

We have appointed ABCI Capital Limited, Zhongtai International Capital Limited and Donvex Capital Limited as our joint financial advisors in connection with the Proposal.

A draft announcement describing the details of the Proposal and the Scheme pursuant to Rule 3.5 of the Hong Kong Code on Takeovers and Mergers (the “**Takeovers Code**”) (the “**Announcement**”) is enclosed for your consideration as Annex A of this letter. It is contemplated that the Announcement will be jointly issued by the Joint Offerors and the Company shortly after receipt of this letter. Unless otherwise specified, terms defined in the Announcement shall have the same meanings when used in this letter.

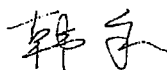
As mentioned in the Announcement, the Proposal and the Scheme are subject to the satisfaction of certain conditions specified under the section headed “Conditions of the Proposal”. Therefore, neither this letter nor any other document will confer on the Joint Offerors any legal obligation to proceed with the Proposal or the Scheme if any of those pre-conditions and conditions are not satisfied or waived (as applicable).

The Proposal and the Scheme are subject to the Takeovers Code. We would like to remind you generally of your duties and obligations under the Takeovers Code, the Rules Governing the Listing of Securities on the Stock Exchange and applicable laws, rules and regulations in relation to the Proposal and the Scheme. In particular, Rule 1.4 of the Takeovers Code stresses the vital importance of secrecy before any announcement is made. All persons privy to confidential information, and particularly inside information such as that contained in this letter and its enclosure, concerning a proposed privatisation, scheme of arrangement or the contemplation thereof must treat that information as secret and may only pass it on to another person if it is necessary to do so and if the other person understands the need for secrecy. All such persons must conduct themselves so as to minimise the chances of an accidental leak of information. In addition, following the receipt of this letter, it may be necessary for you to consider maintaining a suspension of trading in the Shares on the Stock Exchange pending the release of the Announcement. To the extent you are reasonably able to do so, we would expect you to consult with us as to the timing and content of any announcement to be made by the Company in relation to the Proposal and the Scheme.

We would also suggest that you consider the following: (i) the establishment of an independent board committee to evaluate the matters set out in this letter; (ii) the obtaining of advice on the implications of the Takeovers Code; (iii) the appointment of an independent financial adviser (as defined under the Takeovers Code); and (iv) to ensure the truth, accuracy and completeness of the information (other than those in relation to the Joint Offerors) disclosed in the Announcement.

We are available at your convenience to discuss any comments or questions you may have in relation to this letter, the Proposal or the Scheme.

For and on behalf of  
**EXPEDITION HOLDING CORPORATION  
LIMITED**



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Name: Han Yong  
Title: Director



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Name: Zeng Wei  
Title: Director

For and on behalf of  
**SHARP VISION HOLDINGS LIMITED**



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Name: YU YUQUN

Title: Director



Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this joint announcement, 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 joint announcement.

This joint announcement is for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for securities of the Joint Offerors or the Company, nor shall there be any sale, purchase or subscription for securities of the Joint Offerors or the Company in any jurisdiction in which such offer, solicitation or sale would be unlawful absent the filing of a registration statement or the availability of an applicable exemption from registration or other waiver. This joint announcement is not for release, publication or distribution in or into any jurisdiction where to do so would constitute a violation of the relevant laws of such jurisdiction.

The availability of the Proposal to persons who are not resident in Hong Kong may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not a resident in Hong Kong should inform themselves about, and observe, any applicable legal or regulatory requirements of their jurisdictions. Further details in relation to overseas shareholders will be contained in the Scheme Document.

[Logo of Company]

**CIMC-TianDa Holdings Company Limited**

**中集天達控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock code: 445)**

**Expedition Holding Corporation  
Limited**  
*(Incorporated in Cayman Islands  
with limited liability)*

**Sharp Vision Holdings Limited**  
*(Incorporated in Hong Kong with  
limited liability)*

**JOINT ANNOUNCEMENT**

- (1) 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)**  
**(2) PROPOSED WITHDRAWAL OF LISTING OF CIMC-TIANDA HOLDINGS COMPANY LIMITED**  
**(3) ESTABLISHMENT OF THE INDEPENDENT BOARD COMMITTEE**  
**(3) SPECIAL DEAL RELATING TO ROLLOVER ARRANGEMENT**  
**AND**  
**(4) RESUMPTION OF TRADING IN SHARES OF CIMC-TIANDA HOLDINGS COMPANY LIMITED**

**Joint Financial Advisers to the Joint Offerors**

[Logo]

[Logo]

[Logo]

## **1. INTRODUCTION**

The Joint Offerors and the Company jointly announce that, on [28] September 2020 (after trading hours), the Joint Offerors requested the Board to put forward the Proposal to the Scheme Shareholders regarding the proposed privatisation of the Company by way of the Scheme under Section 86 of the Companies Law.

Upon completion of the Scheme, the Joint Offerors and the Joint Offeror Concert Parties will, in aggregate, hold the entire issued share capital of the Company (among which the Rollover Shareholders, in aggregate, will hold approximately 27.57% of the issued share capital of the Company) and the listing of the Shares will be withdrawn from the Stock Exchange.

## **2. TERMS OF THE PROPOSAL**

The Proposal will be implemented by way of the Scheme and the Option offer. Under the Scheme, if the Scheme becomes effective, the Scheme Shareholders will receive from the Joint Offerors the Cancellation Price of HK\$0.266 in cash for each Scheme Share as consideration for the cancellation of the Scheme Shares held as at the Effective Date.

The Cancellation Price of HK\$0.266 per Scheme Share represents:

- a premium of approximately 20.36% over the closing price of HK\$0.221 per Share as quoted on the Stock Exchange on the Last Trading Day;
- a premium of approximately 22.02% over the average closing price of HK\$0.218 per Share based on the daily closing prices as quoted on the Stock Exchange over the five trading days up to and including the Last Trading Day;
- a premium of approximately 18.22% over the average closing price of HK\$0.225 per Share based on the daily closing prices as quoted on the Stock Exchange over the 30 trading days up to and including the Last Trading Day;
- a premium of approximately 26.67% over the average closing price of HK\$0.210 per Share based on the daily closing prices as quoted on the Stock Exchange over the 60 trading days up to and including the Last Trading Day;
- a premium of approximately 37.11% over the average closing price of HK\$0.194 per Share based on the daily closing prices as quoted on the Stock Exchange over the 90 trading days up to and including the Last Trading Day;
- a premium of approximately 46.15% over the average closing price of HK\$0.182 per Share based on the daily closing prices as quoted on the Stock Exchange over the 120 trading days up to and including the Last Trading Day;
- a premium of approximately 40.00% over the average closing price of HK\$0.190 per Share based on the daily closing prices as quoted on the Stock Exchange over the 180 trading days up to and including the Last Trading Day;
- a premium of approximately 7.69% over the audited net asset value per Share in the Company of approximately RMB0.217 (equivalent to approximately HK\$0.247 based on the exchange rate

of RMB1:HK\$1.136) as at 31 December 2019, based on the 16,217,881,183 Shares in issue as at the date of this joint announcement; and

- a premium of approximately 7.69% over the unaudited net asset value per Share in the Company of approximately RMB0.217 (equivalent to approximately HK\$0.247 based on the exchange rate of RMB1:HK\$1.136) as at 30 June 2020, based on the 16,217,881,183 Shares in issue as at the date of this joint announcement.

**[The Cancellation Price will not be increased and the Joint Offerors do not reserve the right to do so.]**

The Proposal and the Scheme will be conditional upon the fulfillment or waiver, as applicable, of all the Conditions as described in the section headed "3. Conditions of the Proposal" of this joint announcement below. All of the Conditions must be fulfilled or waived, as applicable, on or before the Long Stop Date (or such later date as the Joint Offerors and the Company may agree or, to the extent applicable, as the Grand Court may direct and in all cases, as permitted by the Executive), failing which the Proposal and the Scheme will not proceed or lapse, as the case may be.

#### **The Convertible Bonds and the Wison Energy Undertaking**

As at the date of this joint announcement, the Convertible Bonds issued by the Company with an aggregate outstanding principal amount of RMB1,021,577,038 were held by the CB Holders (being Sharp Vision and Wison Energy), which can be converted into 3,283,757,755 new Shares based on the initial conversion price of HK\$0.366 per Share.

Sharp Vision is one of the Joint Offerors. As at the date of this joint announcement, Sharp Vision held the Convertible Bonds with an outstanding principal amount of RMB890,863,706, which can be converted into 2,863,592,755 new Shares based on the initial conversion price of HK\$0.366 per share.

Wison Energy is a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of Wison Engineering Services Co. Ltd., which is in turn a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (Stock code: 2236.HK). As at the date of this joint announcement, Wison Energy was the holder of the Convertible Bonds with an outstanding principal amount of RMB130,713,331.50, which can be converted into 420,165,000] new Shares based on the initial conversion price of HK\$0.366 per share.

[Wison Energy [has provided] an irrevocable undertaking to (i) waive its right to receive an offer under Rule 13 of the Takeovers Code with respect to the Convertible Bonds; and (ii) fully exercise its conversion rights under the Convertible Bonds at the conversion price of HK\$[0.366] per Share as soon as possible, but in any event not later than the [Scheme Record Date]. [Any such Shares converted by Wison Energy will form part of the Scheme Shares.]

### **3. SHAREHOLDING STRUCTURE OF THE COMPANY AND SCHEME SHARES**

As at the date of this joint announcement, the authorised share capital of the Company was HK\$500,000,000 divided into 50,000,000,000 Shares, and the Company had 16,217,881,183 Shares in issue.

Only Independent Shareholders may vote at the Court Meeting on the resolution to approve the Scheme and vote at the EGM on the resolution to approve the Rollover Arrangement. The Shares owned by the Joint Offerors and the Joint Offeror Concert Parties (including CIMC Top Gear B.V. and the Rollover Shareholders) will not form part of the Scheme Shares and the Joint Offerors and the Joint Offeror Concert Parties will not vote on the Scheme at the Court Meeting and will not vote on the Rollover

Arrangement at the EGM. All Shareholders will be entitled to attend the EGM and vote on the special resolution approving and to give effect to (i) any reduction of the issued share capital of Company associated with the cancellation of the Scheme Shares; and (ii) the application of the credit amount arising in the books of the Company as a result of the aforesaid cancellation of the Scheme Shares to pay up in full at par such number of new Shares as is equal to the number of Scheme Shares cancelled, to be issued to the Joint Offerors simultaneously with the cancellation of the Scheme Shares.

As at the date of this joint announcement, the Scheme Shareholders (who are also the Independent Shareholders) were interested in 3,651,028,770 Shares (representing approximately 22.51% of the issued share capital of the Company as at the date of this joint announcement).

As at the date of this joint announcement, the Joint Offerors and the Joint Offeror Concert Parties were interested in 12,566,852,413 Shares (representing approximately 77.49% of the issued share capital of the Company as at the date of this joint announcement) (among which the Rollover Shareholders, in aggregate, hold 4,587,911,141 Shares (representing approximately 28.29% of the total issued share capital of the Company)). Assuming the outstanding Convertible Bonds held by Wison Energy are converted in full pursuant to the Wison Energy Undertaking and Sharp Vision will not exercise its conversion rights under the Convertible Bonds held by it, as at the date of this joint announcement, the Joint Offerors and the Joint Offeror Concert Parties will be interested in 12,566,852,413 Shares (representing approximately 75.53% of the enlarged issued share capital of the Company after the full conversion of the Convertible Bonds by Wison Energy) (among which the Rollover Shareholders, in aggregate, hold 4,587,911,141 Shares, representing approximately 27.57% of the enlarged issued share capital of the Company), and the Scheme Shareholders (who are also the Independent Shareholders) will be interested in 4,071,193,770 Shares (representing approximately 24.47% of the enlarged issued share capital of the Company).

#### **4. SPECIAL DEAL RELATING TO ROLLOVER ARRANGEMENT**

The Joint Offerors propose that the Rollover Shareholders retain their respective shareholdings in the Company and remain as shareholders of the Company after the Scheme becomes effective. The Rollover Shareholders, in aggregate, hold 4,587,911,141 Shares (representing approximately 28.29% of the issued share capital of the Company) as at the date of this joint announcement.

The Rollover Shareholders comprise (i) Mr. Jiang, an executive Director; (ii) Mr. Zheng, an executive Director and chief executive officer of the Company; (iii) Fengqiang, a shareholding platform for employees of the Company; (iv) HongKong Ruicheng, a Shareholder; and (v) CSR China Merchant Buyout Fund, a strategic investor of the Company.

The Joint Offerors are of view that the Company can benefit from the commitment of the Rollover Shareholders and it is important for the Company to retain the Rollover Shareholders as shareholders of the Company after the completion of the Scheme so that the Rollover Shareholders will be incentivised to continue to contribute to the future development and growth of the Company and its subsidiaries.

As the Rollover Agreement was only entered into by and between the Joint Offerors and the Rollover Shareholders and the Rollover Arrangement thereunder is not offered to all Shareholders, the Rollover Arrangement constitutes a special deal and requires the consent of the Executive under Rule 25 of the Takeovers Code. The Joint Offerors will make an application for consent from the Executive to the Rollover Arrangement conditional on (i) the Independent Financial Adviser to the Independent Board Committee confirming that the Rollover Arrangement is fair and reasonable so far as the Independent Shareholders are concerned, and (ii) the passing of an ordinary resolution by the Independent Shareholders at the EGM to approve the Rollover Arrangement.

The Rollover Shareholders are considered to be acting in concert with the Joint Offerors for the purpose of the Takeovers Code as a result of the Rollover Arrangement.

#### **Rollover Agreement**

[The Joint Offerors and the Rollover Shareholders have entered into the Rollover Agreement, pursuant to which:

- (a) subject to the Rollover Conditions, the Shares held by the Rollover Shareholders (i) will not form part of the Scheme Shares under the Scheme and will not be voted at the Scheme at the Court Meeting; (ii) will not be cancelled and extinguished when the Scheme becomes effective, and accordingly the Rollover Shareholders will remain as the Shareholders after the Scheme becomes effective;
- (b) each of the Rollover Shareholders has undertaken that (i) it/he will not, directly or indirectly, take any action which will preclude, prejudice, restrict or delay the successful outcome of the Scheme or the Proposal or the withdrawal of listing of Shares on the Stock Exchange or otherwise conflict with or diminish its/his obligations under the Rollover Agreement; (ii) subject to compliance with relevant laws and regulations, it/he will do all such acts and things and execute all such documents as may be reasonably required by the Joint Offerors to give effect to the undertakings contained in the Rollover Agreement;
- (c) each of the Rollover Shareholders has undertaken that, to the extent permitted under the Takeovers Code, the Listing Rules and applicable laws and regulations, to exercise, or, as the case may be, to procure the exercise of the voting rights in respect of the Shares owned by it/him directly on resolutions in relation to the Scheme in accordance with the Joint Offerors' directions, and in the absence of any such directions, to vote in favour of all resolutions which are necessary to implement the Scheme proposed at a court meeting and/or a general meeting of the Company, and that it/him shall be bound by, and take all actions necessary to implement the Scheme;
- (d) before the Scheme becomes effective, lapses or is withdrawn and the closing of the Option Offer (whichever later), the Rollover Shareholders shall not (i) directly or indirectly, sell, transfer, charge, encumber, grant any option over or otherwise dispose of any interest in any of the Shares held by it/him in the Company; (ii) accept, or give any undertaking (whether conditional or unconditional) to accept, exercise voting rights attached to the Shares held by it/him to approve or otherwise agree to any offer, scheme of arrangement, merger or other business combination made or proposed to be made in respect of such Shares or disposal of material assets of the Company and its subsidiaries by any person other than pursuant to the Scheme; and (iii) acquire, subscribe for or otherwise deal in the shares, convertible securities, options or other securities of the Company without prior consent of the Joint Offerors;
- (e) the Rollover Shareholders will remain as shareholders of the Company immediately after the Scheme becomes effective; and
- (f) Mr. Jiang has irrevocably undertaken to the Joint Offerors that he will not (i) exercise any Share Options held by him; and (ii) accept the Option Offer in respect of all of his Share Options.

The Rollover Agreement will be terminated upon the earlier of (i) when the Scheme lapses or is withdrawn, terminated, rescinded by the Joint Offerors or is finally dismissed, finally refused or finally rejected by the Grand Court of the Cayman Islands; or (ii) on a date as the parties thereto otherwise agree in writing (but without prejudice to any accrued liabilities arising prior to such termination).]

#### **5. OPTION OFFER**

As at the date of this joint announcement, there were (i) 115,625,000 Share Options granted under the 2009 Share Option Scheme, each relating to one Share with an exercise price of HK\$0.42; and (ii) no Share Option being granted under the 2019 Share Option Scheme.

The 2009 Share Option Scheme has expired as at the date of this joint announcement, and no further options shall be granted thereunder. However, the provisions of the 2009 Share Option Scheme shall remain in full force to the extent necessary to give effect to the exercise of the options which were granted during the life of the 2009 Share Option Scheme, and continue to be exercisable in accordance with their terms of issue.

The exercise of all the Share Options under the 2009 Share Option Scheme in full would result in the issue of 115,625,000 new Shares (representing approximately 0.71% of the issued share capital of Company as at the date of this joint announcement) and approximately 0.71% of the issued share capital of the Company as enlarged by the issue of such new Shares.

As at the date of this joint announcement, apart from the 32,000,000 Share Options which were held by Mr. Jiang and Mr. Jiang Qing (Mr. Jiang's brother and associate (as defined under the Takeovers Code)), the Joint Offerors and the Joint Offeror Concert Parties did not hold any Share Option.

Sharp Vision will make (or procure to be made on its behalf) an appropriate offer to the Optionholders to cancel every outstanding (either vested or unvested) Share Option in accordance with Rule 13 of the Takeovers Code. Under the Option Offer, as the exercise price of the relevant Share Option exceeds the Cancellation Price, the "see-through" price is zero and a cash offer of a nominal amount of HK\$0.00001 per Share Option will be made. The Option Offer will be conditional upon the Scheme becoming effective.

## **6. FINANCIAL RESOURCES**

On the assumption that (i) the Shares held by the Rollover Shareholders will not form part of the Scheme Shares; (ii) no Share Options granted under the 2009 Share Option Scheme are exercised before the [Scheme Record Date] but the holders of such options will receive a cash offer of a nominal amount of HK\$0.00001 per Share Option; (iii) no Share Option is granted under the 2019 Share Option Scheme before the [Scheme Record Date]; and (iv) no further Shares are issued before the [Scheme Record Date], and taking into account the Wison Energy Undertaking, the maximum amount of cash consideration required to effect the Proposal will be approximately HK\$1,082,938,699.

The Joint Offerors are financing the entire cash consideration under the Scheme in accordance with the terms set out in the Consortium Agreement (as further described in the section headed "5. The Consortium Agreement" in this joint announcement) from internal cash resources. Sharp Vision is financing the entire cash consideration solely under the Option Offer from its internal cash resources. The Joint Offerors have appointed ABCI Capital, Zhongtai Capital and Donvex Capital as their joint financial advisers in connection with the Proposal.

[ABCI Capital, Zhongtai Capital and Donvex Capital, the joint financial advisers to the Joint Offerors in connection with the Proposal, are satisfied that sufficient financial resources are available to the Joint Offerors for satisfying their obligations in respect of the full implementation of the Scheme and the Option Offer in accordance with their respective terms.]

## **7. WITHDRAWAL OF LISTING OF SHARES**

Upon the Scheme becoming effective, the listing of the Shares on the Stock Exchange will be withdrawn and all the Scheme Shares will be cancelled. The listing of Shares on the Stock Exchange will not be withdrawn if the Scheme lapses, is not approved or is withdrawn in accordance with its terms.

## **8. INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER**

The Independent Board Committee, comprising all the independent non-executive Directors of the Company, has been formed to advise the Independent Shareholders on the Proposal, the Scheme, the Option Offer and the Rollover Arrangement. The recommendation of the Independent Board Committee as to whether the terms of the Proposal, the Scheme, the Option Offer and the Rollover Arrangement are or are not fair and reasonable, and as to voting by the Independent Shareholders at the Court Meeting and the EGM, will be set forth in the Scheme Document.

The Independent Financial Adviser will be appointed by the Board in due course to advise the Independent Board Committee with the Proposal, the Scheme, the Option Offer, and the Rollover Arrangement. A further announcement will be made as soon as possible after the appointment of the Independent Financial Adviser.

## **9. DESPATCH OF THE SCHEME DOCUMENT**

The Scheme Document (containing, among others, further details of the Proposal, the Scheme, the Option Offer, the Rollover Arrangement, the expected timetable, an explanatory memorandum as required under the rules of the Grand Court, information regarding the Company and the Joint Offerors, the recommendation of the Independent Board Committee in respect of the Proposal, the Scheme, the Option Offer and the Rollover Arrangement, a letter of advice from the Independent Financial Adviser, the notice of the Court Meeting and the notice of the EGM, together with forms of proxy in relation thereto) will be despatched to the Shareholders and the Optionholders as soon as practicable and in compliance with the requirements of the Takeovers Code, the Companies Law, the Grand Court and other applicable laws and regulations.

## **10. TRADING HALT AND RESUMPTION OF TRADING IN THE SHARES ON THE STOCK EXCHANGE**

At the request of the Company, trading of the Shares on the Stock Exchange was halted from 9:00 a.m. on 29 September 2020, pending the issue of this joint announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading of the Shares on the Stock Exchange with effect from [\*] a.m. on [\*] 2020.

### **WARNING**

**The Proposal, the Scheme and the Option Offer are conditional upon the satisfaction or (where applicable) waiver of conditions. Accordingly, the Proposal may or may not be implemented, the Scheme may or may not become effective and the Option Offer may or may not be implemented. Shareholders and potential investors of the Company should therefore exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action they should take should consult their licensed securities dealers or registered institutions in securities, bank managers, solicitors, professional accountants or other professional advisers.**

## **1. INTRODUCTION**

On [28] September 2020 (after trading hours), the Joint Offerors requested the Board to put forward the Proposal to the Scheme Shareholders regarding the proposed privatisation of the Company by way of the Scheme under Section 86 of the Companies Law. If the Proposal is approved, under the Scheme, the share capital of the Company will, on the effective date of the Scheme, be reduced by cancelling and extinguishing the Scheme Shares. 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. The reserve created in the Company's books of account

as a result of the capital reduction will be applied in paying up in full at par the new Shares so issued, credited as fully paid, to the Joint Offerors.

Upon the Scheme becoming effective, the Scheme Shares will be cancelled in exchange for the Cancellation Price and the Shares will be withdrawn from listing on the Stock Exchange.

Upon completion of the Scheme, the Joint Offerors and the Joint Offeror Concert Parties will, in aggregate, hold the entire issued share capital of the Company (among which the Rollover Shareholders, in aggregate, will hold approximately 27.57% of the issued share capital of the Company) and the listing of the Shares will be withdrawn from the Stock Exchange.

Having reviewed the Proposal, the Board has resolved to put the Proposal forward to the Scheme Shareholders. The Directors who have a conflict of interest, namely (i) Mr. Jiang and Mr. Zheng, who are Rollover Shareholders, being persons acting in concert with the Joint Offerors; and (ii) Dr. Li Yin Hui, Mr. Tao Kuan, and Mr. Zeng Han, who are the personnel or senior management of CIMC (the indirect holding company of Sharp Vision, which is one of the Joint Offerors) and/or directors of its subsidiaries, have abstained from voting in relation to that resolution.

## 2. TERMS OF THE PROPOSAL

### **Cancellation Price**

Under the Scheme, if the Scheme becomes effective, 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.

**The Cancellation Price will not be increased and the Joint Offerors do not reserve the right to do so.**

### **Comparison of value**

The Cancellation Price of HK\$0.266 per Scheme Share represents:

- a premium of approximately 20.36% over the closing price of HK\$0.221 per Share as quoted on the Stock Exchange on the Last Trading Day;
- a premium of approximately 22.02% over the average closing price of HK\$0.218 per Share based on the daily closing prices as quoted on the Stock Exchange over the five trading days up to and including the Last Trading Day;
- a premium of approximately 18.22% over the average closing price of HK\$0.225 per Share based on the daily closing prices as quoted on the Stock Exchange over the 30 trading days up to and including the Last Trading Day;
- a premium of approximately 26.67% over the average closing price of HK\$0.210 per Share based on the daily closing prices as quoted on the Stock Exchange over the 60 trading days up to and including the Last Trading Day;



- a premium of approximately 37.11% over the average closing price of HK\$0.194 per Share based on the daily closing prices as quoted on the Stock Exchange over the 90 trading days up to and including the Last Trading Day;
- a premium of approximately 46.15% over the average closing price of HK\$0.182 per Share based on the daily closing prices as quoted on the Stock Exchange over the 120 trading days up to and including the Last Trading Day;
- a premium of approximately 40.00% over the average closing price of HK\$0.190 per Share based on the daily closing prices as quoted on the Stock Exchange over the 180 trading days up to and including the Last Trading Day;
- a premium of approximately 7.69% over the audited net asset value per Share in the Company of approximately RMB0.217 (equivalent to approximately HK\$0.247 based on the exchange rate of RMB1:HK\$1.136) as at 31 December 2019, based on the 16,217,881,183 Shares in issue as at the date of this joint announcement; and
- a premium of approximately 7.69% over the unaudited net asset value per Share in the Company of approximately RMB0.217 (equivalent to approximately HK\$0.247 based on the exchange rate of RMB1:HK\$1.136) as at 30 June 2020, based on the 16,217,881,183 Shares in issue as at the date of this joint announcement.

[The Cancellation Price has been determined on a commercial basis after taking into account, among others, the prices of the Shares traded on the Stock Exchange, the trading multiples of comparable companies listed on the Stock Exchange and with reference to other similar privatisation transactions in Hong Kong in recent years.]

#### **Highest and lowest prices**

In respect of the Shares which are listed on the Stock Exchange, during the six-month period preceding the Last Trading Day, the highest closing price of the Shares as quoted on the Stock Exchange was HK\$0.237 per Share on 21 August 2020, 24 August 2020 and 3 September 2020, and the lowest closing price of the Shares as quoted on the Stock Exchange was HK\$0.120 per Share on 25 May 2020.

#### **The Convertible Bonds and the Wison Energy Undertaking**

As at the date of this joint announcement, the Convertible Bonds issued by the Company with an aggregate outstanding principal amount of RMB1,021,577,038 were held by the CB Holders (being Sharp Vision and Wison Energy), which can be converted into 3,283,757,755 Shares based on the initial conversion price of HK\$0.366 per Share.

Sharp Vision is one of the Joint Offerors. As at the date of this joint announcement, Sharp Vision held the Convertible Bonds with an outstanding principal amount of RMB890,863,706, which can be converted into 2,863,592,755 new Shares based on the initial conversion price of HK\$0.366 per Share.

Wison Energy is a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of Wison Engineering Services Co. Ltd., which is in turn a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (Stock code: 2236.HK). As at the date of this joint announcement, Wison Energy was the holder of the Convertible Bonds

with an outstanding principal amount of RMB130,713,331.50, which can be converted into 420,165,000 new Shares based on the initial conversion price of HK\$0.366 per Share. With reference to the announcement of Wison Engineering Services Co. Ltd. (Stock code: 2236.HK; the parent company of Wison Energy) dated 25 July 2019, the Convertible Bonds were acquired by Wison Energy in July 2019 at the cash consideration of HK\$100,000,000. As a result, the effective acquisition cost per Share under the Convertible Bonds from the perspective of Wison Energy is approximately HK\$0.238 (the “**Effective Acquisition Cost**”).

[Wison Energy [has provided] an irrevocable undertaking to (i) waive its right to receive an offer under Rule 13 of the Takeovers Code with respect to the Convertible Bonds; and (ii) fully exercise its conversion rights under the Convertible Bonds at the conversion price of HK\$[0.366] per Share as soon as possible, but in any event not later than the [Scheme Record Date].] [Any such Shares converted by Wison Energy will form part of the Scheme Shares.]

#### ***Background leading to the Wison Energy Undertaking***

It is the intention of the Joint Offerors that only the Joint Offerors, CIMC Top Gear B.V. and the Rollover Shareholders would remain as the Shareholders after the successful privatisation of the Company. The Joint Offerors consider that this shareholder composition, comprising only shareholders with significance to the development of the Group, would be critical to the effective implementation of the future plan of the Group, and constitute one of the determining factors to be considered by the Joint Offerors before proceeding with the Proposal. Obtaining the Wison Energy Undertaking will ensure that the shareholding structure is a desirable one that is acceptable to the Joint Offerors when the Scheme becomes effective.

Furthermore, it is the commercial decision and investment strategy of Expedition Holding, to participate in the Proposal by way of equity investment only, without acquiring, or making an offer for, any debt instruments.

The Joint Offerors believe that there are commercial interests and incentives for Wison Energy to provide the Wison Energy Undertaking given, among others, (i) the Effective Acquisition Costs of the Convertible Bonds from the perspective of Wison Energy is lower than the Cancellation Price, and hence Wison Energy will realise a profit upon the Scheme becoming effective; (ii) the early conversion will give Wison Energy the flexibility to dispose of the converted Shares at a favourable price ahead of time instead of waiting for the Scheme to become effective which may or may not occur, subject to its own determination of the appropriate time with reference to its own funding needs and prevailing market price of the Shares; and (iii) although the conversion price for the Convertible Bonds of HK\$0.366 is out-of-the-money as compared to the Cancellation Price, the Convertible Bonds bear interests at the rate of 0.1% per annum only and will not mature until April 2048, and Wison Energy has no early redemption right under the Convertible Bonds.

In light of the above, the Joint Offerors [approached Wison Energy and obtained the Wison Energy Undertaking].

#### **Option Offer**

As at the date of this joint announcement, there were (i) 115,625,000 Share Options granted under the 2009 Share Option Scheme, each relating to one Share with an exercise price of HK\$0.42; and (ii) no Share Option being granted under the 2019 Share Option Scheme. For further information regarding the Share Options, please refer to the section headed “6. Shareholding Structure of the Company – Share Options” of this joint announcement below.

Sharp Vision will make (or procure to be made on its behalf) an appropriate offer to the Optionholders to cancel every Share Option (either vested or unvested) in accordance with Rule 13 of the Takeovers Code. The Option Offer will be conditional upon the Scheme becoming effective.

Under the Option Offer, as the exercise price of the Share Option granted under the 2009 Share Option Scheme is higher than the Cancellation Price, the Option Offer Price for each Share Option will be HK\$0.00001 in cash.

Share Option exercise price (HK\$)	Option Offer Price (HK\$)	Total outstanding Share Options
0.42	0.00001	115,625,000

*Note:* As the exercise price of the relevant Share Option under the Option Offer exceeds the Cancellation Price, the “see-through” price is zero and a cash offer of a nominal amount of HK\$0.00001 per Share Option will be made.

Further information on the Option Offer will be set out in a letter to the holders of the Share Options, which will be despatched at the same time as the despatch of the Scheme Document. If any of the Share Options are exercised in accordance with the terms of the Share Option Scheme on or before the [Scheme Record Date], any Shares so issued will be subject to and eligible to participate in the Scheme.

The Option Offer will be extended to all Share Options in issue on the date on which the Option Offer is made. **Any Share Options granted under the Share Option Scheme that are not exercised or cancelled pursuant to the acceptance of the Option Offer will automatically lapse upon the Scheme becoming effective.**

#### **Total consideration**

As at the date of this joint announcement, there were 16,217,881,183 Shares in issue and the Scheme Shareholders were interested in 3,651,028,770 Shares (representing approximately 22.51% of the issued share capital of the Company as at the date of this joint announcement).

On the assumption that (i) the Shares held by the Rollover Shareholders will not form part of the Scheme Shares; (ii) no Share Options granted under the 2009 Share Option Scheme are exercised before the [Scheme Record Date] but the holders of such options will receive a cash offer of a nominal amount of HK\$0.00001 per Share Option; (iii) no Share Option is granted under the 2019 Share Option Scheme before the [Scheme Record Date]; and (iv) no further Shares are issued before the [Scheme Record Date] save for the full conversion of the Convertible Bonds by Wison Energy (such that there would be 4,071,193,770 Scheme Shares in total after the conversion, representing approximately 24.47% of the enlarged issued share capital of the Company), and after taking into account the Wison Energy Undertaking, the maximum amount of cash consideration required to effect the Proposal will be approximately HK\$1,082,938,699.

#### **Confirmation of financial resources**

The Joint Offerors are financing the entire cash consideration under the Scheme in accordance with the terms set out in the Consortium Agreement (as further described in the section headed “5. The Consortium Agreement” in this joint announcement) from internal cash resources. Sharp Vision is financing the entire cash consideration solely under the Option Offer from its internal cash resources.

The Joint Offerors have appointed ABCI Capital, Zhongtai Capital and Donvex Capital as their joint financial advisers in connection with the Proposal.

[ABCI Capital, Zhongtai Capital and Donvex Capital, the joint financial advisers to the Joint Offerors in connection with the Proposal, are satisfied that sufficient financial resources are available to the Joint Offerors for satisfying their obligations in respect of the full implementation of the Scheme and/or the Option Offer in accordance with their respective terms.]

#### **Approval by Independent Shareholders**

Only Independent Shareholders may vote at the Court Meeting on the resolution to approve the Scheme and vote at the EGM on the resolution to approve the Rollover Arrangement. The Shares owned by the Joint Offerors and the Joint Offeror Concert Parties will not form part of the Scheme Shares and will not be voted on the Scheme at the Court Meeting and will not be voted on the Rollover Arrangement at the EGM. All Shareholders will be entitled to attend the EGM and vote on the special resolution approving and to give effect to (i) any reduction of the issued share capital of Company associated with the cancellation of the Scheme Shares; and (ii) the application of the credit amount arising in the books of the Company as a result of the aforesaid cancellation of the Scheme Shares to pay up in full at par such number of new Shares as is equal to the number of Scheme Shares cancelled, to be issued to the Joint Offerors simultaneously with the cancellation of the Scheme Shares.

As at the date of this joint announcement, the Scheme Shareholders (who are also the Independent Shareholders) were interested in 3,651,028,770 Shares (representing approximately 22.51% of the issued share capital of the Company as at the date of this joint announcement).

As at the date of this joint announcement, the Joint Offerors and the Joint Offeror Concert Parties were interested in 12,566,852,413 Shares (representing approximately 77.49% of the issued share capital of the Company as at the date of this joint announcement) (among which the Rollover Shareholders, in aggregate, held 4,587,911,141 Shares (representing approximately 28.29% of the total issued share capital of the Company)). Assuming the outstanding Convertible Bonds held by Wison Energy are converted in full pursuant to the Wison Energy Undertaking and Sharp Vision will not exercise its conversion rights under the Convertible Bonds held by it, as at the date of this joint announcement, the Joint Offerors and the Joint Offeror Concert Parties will be interested in 12,566,852,413 Shares (representing approximately 75.53% of the enlarged issued share capital of the Company after the full conversion of the Convertible Bonds by Wison Energy) (among which the Rollover Shareholders, in aggregate, hold 4,587,911,141 Shares, representing approximately 27.57% of the enlarged issued share capital of the Company), and the Scheme Shareholders (who are also the Independent Shareholders) will be interested in 4,071,193,770 Shares (representing approximately 24.47% of the enlarged issued share capital of the Company).

### **3. CONDITIONS OF THE PROPOSAL**

The Proposal and the Scheme will become effective and binding on the Company and all Scheme Shareholders subject to the fulfilment or waiver (as applicable) of the following Conditions:

- (a) the approval of the Scheme (by way of poll) by a majority in number representing 75% in value of the holders of the Scheme Shares on the [Meeting Record Date] (or class of such holders as directed by the Grand Court) present and voting either in person or by proxy at the Court Meeting, provided that:
  - (i) the Scheme is approved (by way of poll) by the Independent Shareholders holding at least 75% of the votes attaching to the Scheme Shares held by Independent Shareholders that are voted either in person or by proxy at the Court Meeting; and
  - (ii) the number of votes cast (by way of poll) by Independent Shareholders present and voting either in person or by proxy at the Court Meeting against the resolution to approve the

Scheme at the Court Meeting is not more than 10% of the votes attaching to all Scheme Shares held by all Independent Shareholders;

- (b) (i) the passing of a special resolution by a majority of not less than three-fourths of the votes cast by the Shareholders present and voting in person or by proxy or by duly authorised representative at an EGM to approve and give effect to the reduction of the share capital of the Company by the cancellation and extinguishment of the Scheme Shares; and (ii) the passing of an ordinary resolution by the Shareholders at the EGM to increase the issued share capital of the Company to the amount prior to the cancellation of the Scheme Shares by issuing to the Joint Offerors only such number of new Shares as is equal to the number of Scheme Shares cancelled and the application of the credit arising in the Company's books of accounts as a result of such issued share capital reduction in paying up in full at par value the new Shares issued to the Joint Offerors only, credited as fully paid;
- (c) the sanction of the Scheme (with or without modifications) by the Grand Court and its confirmation of the reduction of the issued share capital of the Company, and the delivery to the Registrar of Companies in the Cayman Islands of a copy of the order of the Grand Court and the minutes approved by the Grand Court in respect of the reduction of the issued share capital of the Company for registration;
- (d) compliance, to the extent necessary, with the procedural requirements and conditions, if any, under Sections 15, 16 and 17 of the Companies Law in relation to the reduction of the issued share capital of the Company;
- (e) (i) the receipt of an opinion from the Independent Financial Adviser to the Independent Board Committee confirming that the Rollover Arrangement is fair and reasonable so far as the Independent Shareholders are concerned; (ii) the passing of an ordinary resolution by the Independent Shareholders at the EGM to approve the Rollover Arrangement; and (iii) the grant of consent under Rule 25 of the Takeovers Code from the Executive in respect of the Rollover Arrangement;
- (f) all necessary consents (including consents from the relevant lenders) in connection with the Proposal, the Scheme and the withdrawal of listing of Shares from the Stock Exchange which may be required under any existing material contractual obligations of the Company being obtained or waived (as the case may be) and remained in effect;
- (g) no government, governmental, quasi-governmental, statutory or regulatory body, court or agency in any jurisdiction having taken or instituted any action, proceeding or suit (or enacted, made or proposed, and there not continuing to be outstanding, any statute, regulation, demand or order) that would make the Proposal or the Scheme or its implementation in accordance with its terms void, unenforceable, illegal or impracticable (or which would impose any material and adverse conditions or obligations with respect to the Proposal or the Scheme or its implementation in accordance with its terms), other than such actions, proceedings or suits as would not have a material adverse effect on the legal ability of the Joint Offerors to proceed with the Proposal or the Scheme;
- (h) since the date of this joint announcement, there having been no adverse change in the business, assets, financial or trading positions, profits or prospects of any member of the Group (to an extent which is material in the context of the Group taken as a whole or in the context of the Proposal); and
- (i) since the date of this joint announcement, there not having been any instituted or ongoing litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Group is

a party (whether as plaintiff, defendant or otherwise) and no such proceedings will be threatened in writing against any such member (and no investigation by any government or quasi-governmental, supranational, regulatory or investigative body or court against or in respect of any such member or the business carried on by any such member will be threatened in writing, announced, instituted or remain outstanding by, against or in respect of any such member), in each case which is material and adverse in the context of the Group taken as a whole or in the context of the Proposal.

Conditions (a) to (e) above cannot be waived. The Joint Offerors reserve the right to waive all or any of Conditions (f) to (i), either in whole or in respect of any particular matter. The Company has no right to waive any of the Conditions.

Pursuant to Note 2 to Rule 30.1 of the Takeovers Code, the Joint Offerors may only invoke any or all of the Conditions as a basis for not proceeding with the Scheme if the circumstances which give rise to a right to invoke any such Condition are of material significance to the Joint Offerors in the context of the Proposal.

[As at the date of this joint announcement, other than pursuant to the Conditions in paragraphs (a) to (e) (inclusive), the Joint Offerors and the Company are not aware of any circumstances which may result in any of the Conditions in paragraphs (f) to (i) (inclusive) not being satisfied. As at the date of this joint announcement and based on the information available to the Joint Offerors, the Joint Offerors are also not aware of any consent which are required as set out in the Condition in paragraph (f) above.] [**Joint Offerors to confirm**]

All of the Conditions will have to be fulfilled or waived, as applicable, on or before the Long Stop Date (or such later date as the Joint Offerors and the Company may agree or, to the extent applicable, as the Grand Court may direct and in all cases, as permitted by the Executive), failing which the Proposal and the Scheme will lapse. If the Scheme is withdrawn, not approved or lapses, the listing of the Shares on the Stock Exchange will not be withdrawn. On the other hand, if the Scheme is approved, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Court Meeting.

A detailed timetable for the Proposal will be included in the Scheme Document to be despatched to the Shareholders.

**WARNING: The Proposal and the Scheme is conditional upon the satisfaction or (where applicable) waiver of the Conditions (including the approval of the Rollover Arrangement as a special deal under Rule 25 of the Takeovers Code). Accordingly, the Proposal and the Scheme may or may not become effective. Shareholders and potential investors of the Company should therefore exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action they should take should consult their licensed securities dealers or registered institutions in securities, bank managers, solicitors, professional accountants or other professional advisers.**

#### 4. ROLLOVER ARRANGEMENT

The Joint Offerors propose that the Rollover Shareholders (who are Joint Offeror Concert Parties) retain their respective shareholdings in the Company and remain as shareholders of the Company after the Scheme becomes effective. The Rollover Shareholders, in aggregate, hold 4,587,911,141 Shares (representing approximately 28.29% of the issued share capital of the Company) as at the date of this joint announcement.

##### Information on the Rollover Shareholders

*Mr. Jiang*

Mr. Jiang was appointed as an executive Director in February 2002. He is also the honorary chairman of the Company. Mr. Jiang is a key member of the management team of the Group with over 25 years of experience in the fire services and maintenance industry in the PRC. The Joint Offerors are of the view that it is important for the Company to retain him as both a member of the senior management of the Group and a Shareholder after the completion of the Scheme so that he will be incentivised to continue to contribute to the development of the Group.

As of the date of this submission, Mr. Jiang is interested in 981,600,000 Shares, representing approximately 6.05% of the issued share capital of the Company. Mr. Jiang and Mr. Jiang Qing (Mr. Jiang's brother and associate (as defined under the Takeovers Code)) are also interested in 32,000,000 Share Options.

***Mr. Zheng***

Mr. Zheng was appointed as a non-executive Director of the Company in July 2015 and re-designated to executive Director and chief executive officer of the Company in April 2016. Mr. Zheng is also the chairman of the risk management committee of the Company. Mr. Zheng is a key member of the management team of the Group with over 30 years of experience in the field of engineering and machinery manufacturing. The Joint Offerors are of the view that it is important for the Company to retain him as both a member of the senior management of the Group and a Shareholder after the completion of the Scheme so that he will be incentivised to continue to contribute to the development of the Group.

As of the date of this submission, Mr. Zheng is interested in 4,600,000 Shares, representing approximately 0.03% of the total issued share capital of the Company.

***Fengqiang***

Fengqiang is ultimately held by Mr. Wang Lele, Ms. Chen Zhe, Mr. Yao Le Ran and Mr. Li Zhu Feng as at the date of this joint announcement, who are the senior management members of the Company.

Fengqiang is a shareholding platform for employees of the Company to attract, retain, and motivate these employees by aligning their interests with the performance and goals of the Group. As these employees are involved in the daily operation and possess experience and expertise which are vital to the business operation of the Group, the Joint Offerors consider that it is important for these employees to retain their interests in the Company through Fengqiang, in order to incentivise continual contribution from these employees to the development of the Group after the completion of the Scheme.

As of the date of this submission, Fengqiang is interested in 2,366,751,693 Shares, representing approximately 14.59% of the total issued share capital of the Company.

***HongKong Ruicheng***

HongKong Ruicheng is indirectly owned by Mr. Zhou Xiangyi and Mr. Zhou Guodong, who were formerly the ultimate beneficial owners of Shanghai Jindun Special Vehicle Equipment Co., Ltd.\* (上海金盾特種車輛裝備有限公司) ("Shanghai Jindun") before its acquisition by the Group in April 2019.

In consideration of the aforesaid acquisition, the Company issued consideration shares to HongKong Ruicheng, which has become a Shareholder since then. In light of the extensive experience and network of Mr. Zhou Xiangyi and Mr. Zhou Guodong in the fire engines industry, being one of the business segments of the Group, the Joint Offerors are of the view that it is important for the Company to maintain their shareholding in the Company through HongKong Ruicheng after the completion of the Scheme, in order to facilitate the implementation of the future plan of the Joint Offerors on the Group.

As of the date of this submission, HongKong Ruicheng is interested in 561,734,448 Shares, approximately 3.47% of the issued share capital of the Company.

#### **CSR China Merchant Buyout Fund**

CSR China Merchant Buyout Fund (深圳國調招商併購股權投資基金合夥企業(有限合夥)) was established in Shenzhen, the PRC, on 25 January 2017. As at the date of this joint announcement, its general partner is Shenzhen China Merchant Huihe Capital Investment and Fund Management Co., Ltd.\* (深圳市招商慧合股權投資基金管理有限公司) (“China Merchant Huihe”), and its limited partners are China State-owned Enterprise Structural Reform Fund Co., Ltd.\* (中國國有企業結構調整基金股份有限公司), China Merchant Capital Investment Co., Ltd. (招商局資本控股有限責任公司), Shenzhen Guidance Fund Investment Ltd. (深圳市引導基金投資有限公司), Shenzhen Yantian District State-owned Asset Investment and Management Ltd. (深圳市鹽田區國有資本投資管理有限公司) and Shenzhen Xinhe Investment Partnership (Limited Partnership)\* (深圳新合投資合夥企業(有限合夥)). CSR Merchant Buyout is managed by China Merchant Huihe and focuses on mergers and acquisitions, restructuring and reform of state-owned enterprises in the field of cultural and entertainment, medical, logistic, financial, and environmental industry.

CSR China Merchant Buyout Fund has been a strategic investor of the Company since it became a Shareholder by subscription of Shares in 2018. The Joint Offerors are of the view that it is important to retain CSR China Merchant Buyout Fund as a Shareholder after the completion of the Scheme, in order to take advantage of its extensive networking to facilitate the implementation of the future plan of the Joint Offerors on the Group.

As of the date of this submission, CSR China Merchant Buyout Fund is interested in 673,225,000 Shares, representing approximately 4.15% of the total issued share capital of the Company.

#### **Rollover Agreement**

[The Joint Offerors and the Rollover Shareholders have entered into the Rollover Agreement, pursuant to which:

- (a) subject to the Rollover Conditions, the Shares held by the Rollover Shareholders (i) will not form part of the Scheme Shares under the Scheme and will not be voted at the Scheme at the Court Meeting; (ii) will not be cancelled and extinguished when the Scheme becomes effective, and accordingly the Rollover Shareholders will remain as the Shareholders after the Scheme becomes effective;
- (b) each of the Rollover Shareholders has undertaken that (i) it/he will not, directly or indirectly, take any action which will preclude, prejudice, restrict or delay the successful outcome of the Scheme or the Proposal or the withdrawal of listing of Shares on the Stock Exchange or otherwise conflict with or diminish its/his obligations under the Rollover Agreement; (ii) subject to compliance with relevant laws and regulations, it/he will do all such acts and things and execute all such documents as may be reasonably required by the Joint Offerors to give effect to the undertakings contained in the Rollover Agreement;
- (c) each of the Rollover Shareholders has undertaken that, to the extent permitted under the Takeovers Code, the Listing Rules and applicable laws and regulations, to exercise, or, as the case may be, to procure the exercise of the voting rights in respect of the Shares owned by it/him directly on resolutions in relation to the Scheme in accordance with the Joint Offerors’ directions, and in the absence of any such directions, to vote in favour of all resolutions which are necessary to implement the Scheme



proposed at a court meeting and/or a general meeting of the Company, and that it/him shall be bound by, and take all actions necessary to implement the Scheme;

- (d) before the Scheme becomes effective, lapses or is withdrawn and the closing of the Option Offer (whichever later), the Rollover Shareholders shall not (i) directly or indirectly, sell, transfer, charge, encumber, grant any option over or otherwise dispose of any interest in any of the Shares held by it/him in the Company; (ii) accept, or give any undertaking (whether conditional or unconditional) to accept, exercise voting rights attached to the Shares held by it/him to approve or otherwise agree to any offer, scheme of arrangement, merger or other business combination made or proposed to be made in respect of such Shares or disposal of material assets of the Company and its subsidiaries by any person other than pursuant to the Scheme; and (iii) acquire, subscribe for or otherwise deal in the shares, convertible securities, options or other securities of the Company without prior consent of the Joint Offerors;
- (e) the Rollover Shareholders will remain as shareholders of the Company immediately after the Scheme becomes effective; and
- (f) Mr. Jiang has irrevocably undertaken to the Joint Offerors that he will not (i) exercise any Share Options held by him; and (ii) accept the Option Offer in respect of all of his Share Options.

The Rollover Agreement will be terminated upon the earlier of (i) when the Scheme lapses or is withdrawn, terminated, rescinded by the Joint Offerors or is finally dismissed, finally refused or finally rejected by the Grand Court of the Cayman Islands; or (ii) on a date as the parties thereto otherwise agree in writing (but without prejudice to any accrued liabilities arising prior to such termination).]

#### **Rollover Conditions**

[The implementation of the Rollover Arrangement is subject to the fulfilment of the Rollover Conditions:

- (a) the receipt of an opinion from the Independent Financial Adviser to the Independent Board Committee that the Rollover Arrangement is fair and reasonable so far as the Independent Shareholders are concerned;
- (b) the passing of an ordinary resolution by the Independent Shareholders at the EGM to approve, among others, the Rollover Arrangement;
- (c) the Scheme becoming effective; and
- (d) the grant of consent from the Executive in respect of the Rollover Arrangement.]

#### **Special Deal and Independent Shareholders' Approval**

As the Rollover Agreement was only entered into by and between the Joint Offerors and the Rollover Shareholders and the Rollover Arrangement thereunder is not offered to all Shareholders, the Rollover Arrangement constitutes a special deal and requires the consent of the Executive under Rule 25 of the Takeovers Code. The Joint Offerors will make an application for consent from the Executive to the Rollover Arrangement conditional on (i) the Independent Financial Adviser to the Independent Board Committee confirming that the Rollover Arrangement is fair and reasonable so far as the Independent Shareholders are concerned, and (ii) the passing of an ordinary resolution by the Independent Shareholders at the EGM to approve the Rollover Arrangement. Accordingly, as set out in Condition (e), the Proposal and the Scheme

are subject to (i) the receipt of an opinion from the Independent Financial Adviser to the Independent Board Committee confirming that the Rollover Arrangement is fair and reasonable so far as the Independent Shareholders are concerned; (ii) the passing of an ordinary resolution by the Independent Shareholders at the EGM to approve the Rollover Arrangement; and (iii) the grant of consent from the Executive in respect of the Rollover Arrangement.

The Rollover Shareholders are considered to be acting in concert with the Joint Offerors for the purpose of the Takeovers Code as a result of the Rollover Arrangement.

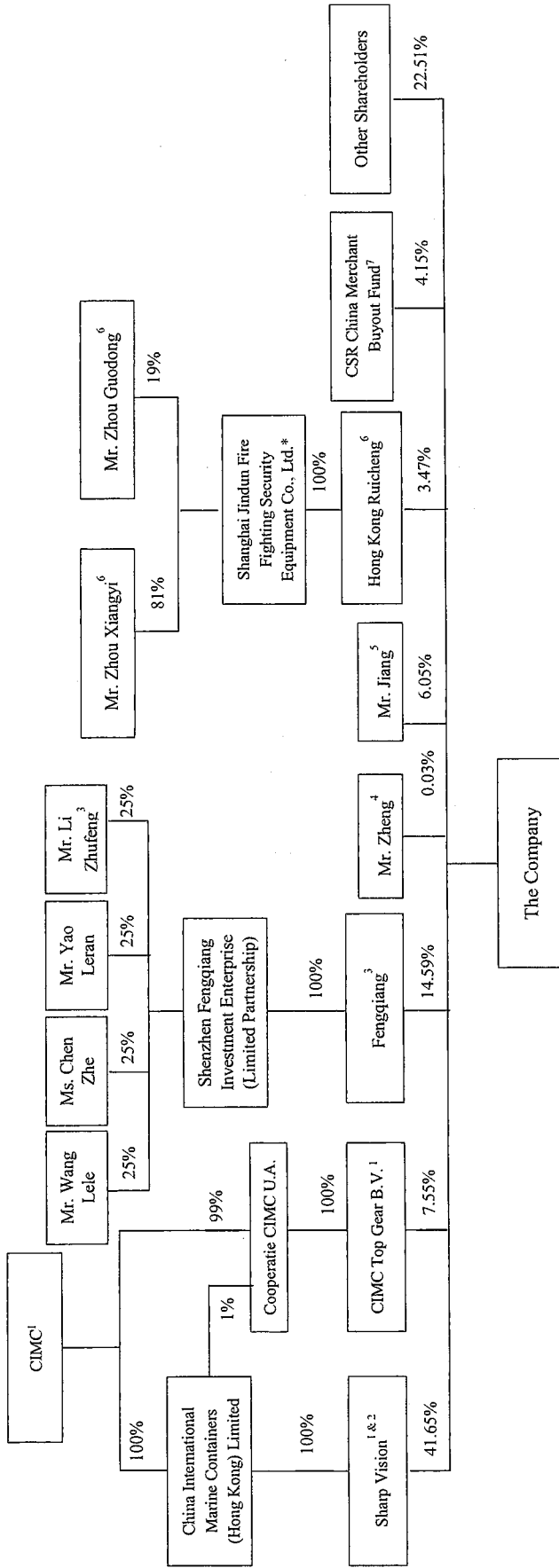
## **5. THE CONSORTIUM AGREEMENT**

On [\*] 2020 (after trading hours), Expedition Holding, Sharp Vision and CIMC Top Gear B.V. entered into the Consortium Agreement, pursuant to which they have agreed, among other things, that:

- (a) all decisions relating to the Proposal will be made jointly by the Joint Offerors;
- (b) [after taking into account the Wison Energy Undertaking], Expedition Holding and Sharp Vision agree to contribute to the Cancellation Price of the entire Scheme Shares required to be paid to the Scheme Shareholders pursuant to the Scheme in the proportion of [71.56]% and [28.44]%, respectively. Sharp Vision shall be solely responsible for the obligation of payment for the offer price for the Option Offer and all the other obligations and liabilities in connection with the Option Offer;
- (c) each Joint Offeror undertakes to arrange sufficient financial resources required by the SFC to implement the Scheme (for all the Joint Offerors) and the Option Offer (only for Sharp Vision) and to fulfil its payment obligations under the Scheme and/or the Option Offer (as the case may be);
- (d) the new Shares to be issued upon cancellation of the Scheme Shares pursuant to the Proposal shall be allocated among Expedition Holding and Sharp Vision in the proportion of [71.56]%, and [28.44]%, respectively;
- (e) before the Scheme becomes effective, lapses or is withdrawn and the closing of the Option Offer (whichever later), each member of the Joint Offerors, CIMC Top Gear B.V. and their respective associates shall not sell, transfer, charge, encumber, grant any option over or otherwise dispose of any interest in any of the Shares held by it directly or indirectly in the Company; and
- (f) each member of the Joint Offerors, CIMC Top Gear B.V. and their respective associates shall not subscribe for or otherwise deal in the shares, convertible securities, options or other securities of the Company without prior consent of all other Joint Offerors (i) before the Scheme becomes effective, lapses or is withdrawn and the closing of the Option Offer (whichever later); and (ii) after the Scheme becomes effective unless in the case of (ii) the relevant requirements under the Takeovers Code are complied with.

## **6. SHAREHOLDING STRUCTURE OF THE COMPANY**

The chart below shows a simplified shareholding structure of the Company as at the date of this joint announcement:

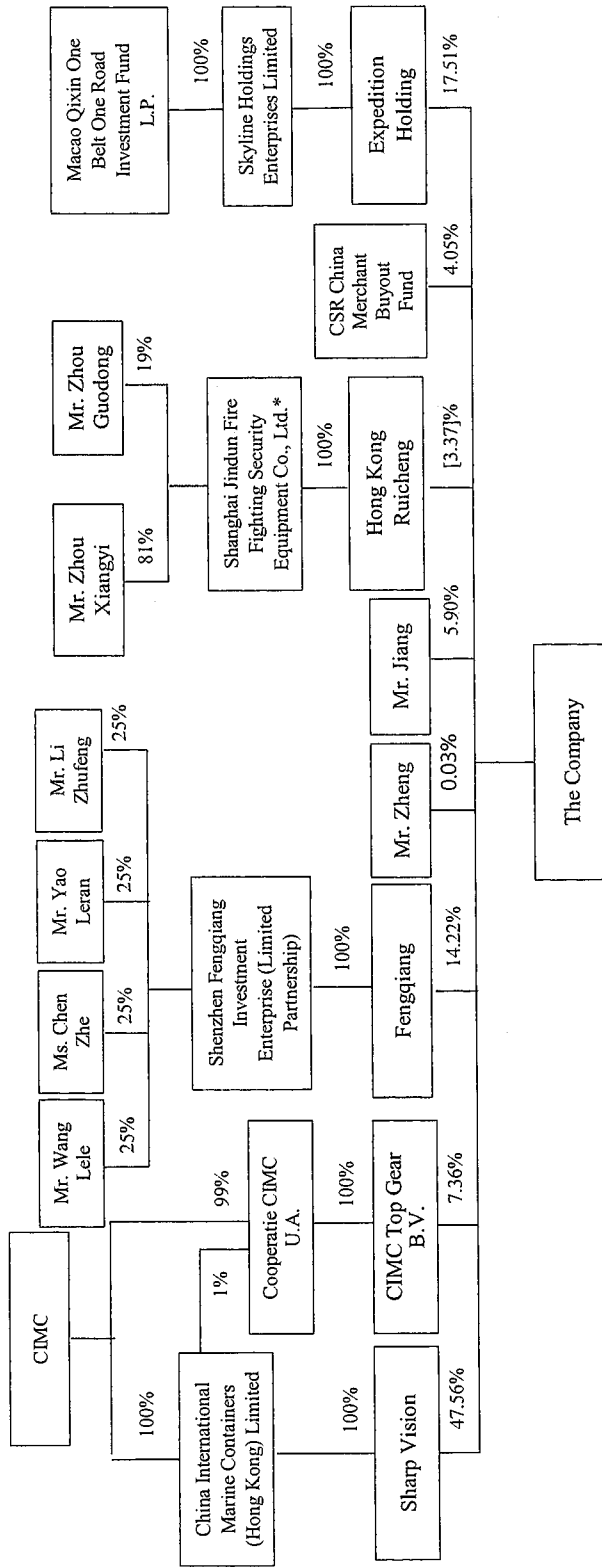


Notes:

1. Sharp Vision and CIMC Top Gear B.V. are the indirect wholly-owned subsidiaries of the CIMC and together held 7,978,941,272 Shares in aggregate, of which 6,755,369,842 Shares (representing 41.65% of the issued Shares) were held by Sharp Vision and 1,223,571,430 Shares (representing approximately 7.55% of the issued Shares) were held by CIMC Top Gear B.V.
2. Sharp Vision is the holder of the Convertible Bonds with an outstanding principal amount of RMB890,863,706, which can be converted into 2,863,592,755 new Shares based on the initial conversion price of HK\$0.366 per share.
3. Fengqiang held 2,366,751,693 Shares, representing approximately 14.59% of the issued Shares. It is indirectly owned by Mr. Wang Lele, Ms. Chen Zhe, Mr. Yao Leran and Mr. Li Zhufeng, who are the senior management members of the Company. Mr. Li Zhufeng is the general partner of Shenzhen Fengqiang Investment Enterprise (Limited Partnership), the holding company of Fengqiang.
4. Mr. Zheng is an executive Director and the chief executive officer of the Company, and held 4,600,000 Shares, representing approximately 0.03% of the issued Share.
5. Mr. Jiang is an executive Director and the honorary chairman of the Company, and held 981,600,000 Shares, representing approximately 6.05% of the issued Shares. As at the date of this joint announcement, Mr. Jiang and Mr. Jiang Qing (Mr. Jiang's brother and associate (as defined under the Takeovers Code)) also held in aggregate 32,000,000 Share Options. Pursuant to the Rollover Agreement, Mr. Jiang has undertaken that he will not (i) exercise any Share Options held by him; and (ii) accept the Option Offer in respect of all of his Share Options.
6. HongKong Ruicheng held 561,734,448 Shares, representing approximately 3.47% of the issued Shares. It is indirectly owned by Mr. Zhou Xiangyi and Mr. Zhou Guodong.
7. CSR China Merchant Buyout Fund held 673,225,000 Shares, representing approximately 4.15% of the issue Shares. The general partner of CSR China Merchant Buyout Fund is within the same group of companies as the substantial shareholder of CIMC, which is in turn the controlling shareholder of the Company. For further details on the composition of the partnership of CSR China Merchant Buyout Fund, please refer to the section headed "4. Rollover Arrangement - Information on the Rollover Shareholders" in this joint announcement above.
8. The shareholding percentage in the diagram is subject to rounding adjustment.

\* For identification purposes only

Taking into account the Wilson Energy Undertaking, and assuming that (i) no Share Options granted under the 2009 Share Option Scheme are exercised before the [Scheme Record Date]; (ii) no Share Option is granted under the 2019 Share Option Scheme before the [Scheme Record Date]; (iii) Sharp Vision will not exercise its conversion rights under the Convertible Bonds held by it; and (iv) there is no other change in shareholding of the Company before completion of the Proposal, the chart below shows a simplified shareholding structure of the Company immediately following implementation of the Proposal:



Note: The shareholding percentage in the diagram is subject to rounding adjustment.

\* For identification purposes only

As at the date of this joint announcement, the authorised share capital of the Company was HK\$500,000,000 divided into 50,000,000,000 Shares, and the Company had 16,217,881,183 Shares in issue. As at the date of this joint announcement, the Scheme Shares, comprising 3,651,028,770 Shares, represent approximately 22.51% of the issued share capital of the Company.

Taking into account the Wison Energy Undertaking, and assuming that (i) there is no other change in shareholding of the Company before completion of the Proposal; (ii) Sharp Vision will not exercise its conversion rights under the Convertible Bonds held by it; and (iii) there are no Share Options exercised before the [Scheme Record Date], the table below sets out the shareholding structure of the Company (i) as at the date of this joint announcement; (ii) immediately after the full conversion of the Convertible Bonds held by Wison Energy on or before the [Scheme Record Date]; and (iii) immediately following implementation of the Proposal:

The Shareholders	As at the date of this joint announcement			Immediately after the full conversion of the Convertible Bonds held by Wison Energy on or before the [Scheme Record Date]			Immediately following implementation of the Proposal		
	Number of Shares	Approximate % (Note 7)		Number of Shares	Approximate % (Note 7)		Number of Shares	Approximate % (Note 7)	
<b>The Joint Offerors (Note 1)</b>									
Expedition Holding	-	-	-	-	-	-	2,913,533,835	17.51	
Sharp Vision (Note 2)	6,755,369,842	41.65		6,755,369,842	40.60		7,913,029,777	47.56	
<b>Joint Offeror Concert Parties: (Note 1)</b>									
CIMC Top Gear B.V. (Note 3)	1,223,571,430	7.55		1,223,571,430	7.36		1,223,571,430	7.36	
Mr. Jiang (Note 4 & 5)	981,600,000	6.05		981,600,000	5.90		981,600,000	5.90	
Mr. Zheng (Note 4)	4,600,000	0.03		4,600,000	0.03		4,600,000	0.03	
Fengqiang (Note 4)	2,366,751,693	14.59		2,366,751,693	14.22		2,366,751,693	14.22	
HongKong Ruicheng (Note 4)	561,734,448	3.47		561,734,448	3.37		561,734,448	3.37	
CSR China Merchant Buyout Fund (Note 4)	673,225,000	4.15		673,225,000	4.05		673,225,000	4.05	
<b>Aggregate number of Shares held by the Joint Offerors and the Joint Offeror Concert Parties</b>	<b>12,566,852,413</b>	<b>77.49</b>		<b>12,566,852,413</b>	<b>75.53</b>		<b>16,638,046,183</b>	<b>100</b>	
<b>Scheme Shareholders</b>	<b>3,651,028,770</b>	<b>22.51</b>		<b>4,071,193,770 (Note 6)</b>	<b>24.47</b>		<b>-</b>	<b>-</b>	
<b>Total number of Shares in issue</b>	<b>16,217,881,183</b>	<b>100</b>		<b>16,638,046,183</b>	<b>100</b>		<b>16,638,046,183</b>	<b>100</b>	

Notes:

- (1) The Shares in which the Joint Offerors, CIMC Top Gear B.V. and the Rollover Shareholders are interested will not form part of the Scheme Shares and will not be cancelled.

- (2) As at the date of this joint announcement, Sharp Vision held Convertible Bonds with an outstanding principal amount of RMB890,863,706.
- (3) CIMC Top Gear B.V. and Sharp Vision are the indirect wholly-owned subsidiaries of CIMC. As a result, CIMC Top Gear B.V. is presumed to be a party acting in concert with Sharp Vision for the purpose of the Takeovers Code.
- (4) The Rollover Shareholders are considered to be acting in concert with the Joint Offerors for the purpose of the Takeovers Code as a result of the Rollover Arrangement.
- (5) As at the date of this joint announcement, in addition to the 981,600,000 Shares held by Mr. Jiang, Mr. Jiang and Mr. Jiang Qing (Mr. Jiang's brother and associate (as defined under the Takeovers Code)) also held 32,000,000 Share Options. Pursuant to the Rollover Agreement, Mr. Jiang has undertaken that he will not (i) exercise any Share Options held by him; and (ii) will not accept the Option Offer in respect of all of his Share Options.
- (6) [Pursuant to the Wilson Energy Undertaking, Wilson Energy shall, inter alia, fully exercise its conversion rights under the Convertible Bonds as soon as possible, but in any event not later than the [Scheme Record Date]. Accordingly, the 420,165,000 Shares converted from the Convertible Bonds held by Wilson Energy based on the initial conversion price of HK\$0.366 will form part of the Scheme Shares.]
- (7) The shareholding percentage in the table is subject to rounding adjustment.

### Share Options

As at the date of this joint announcement, there were (i) 115,625,000 Share Options granted under the 2009 Share Option Scheme, each relating to one Share with an exercise price of HK\$0.42; and (ii) no Share Option has been granted under the 2019 Share Option as at the date of this joint announcement.

The 2009 Share Option Scheme has expired as at the date of this joint announcement, and no further options shall be granted thereunder. However, the provisions of the 2009 Share Option Scheme shall remain in full force to the extent necessary to give effect to the exercise of the options which were granted during the life of the 2009 Share Option Scheme, and continue to be exercisable in accordance with their terms of issue.

The exercise of all the Share Options under the 2009 Share Option Scheme in full would result in the issue of 115,625,000 new Shares (representing approximately 0.71% of the issued share capital of Company as at the date of this joint announcement) and approximately 0.71% of the issued share capital of the Company as enlarged by the issue of such new Shares.

[In accordance with the terms of the 2009 Share Option Scheme, the Company shall notify the Optionholders as soon as possible after it becomes aware that the right to cast more than 50% of the votes which may ordinarily be cast on a poll at a general meeting of the Company in respect of issued Shares has or will become vested in the Joint Offerors, after which the Optionholders may by notice in writing to the Company within 21 days of the date of such notice exercise his or her Share Options. If the Optionholder fails to notify the Company, his or her outstanding option will lapse. If the Scheme effective date falls on the same date as such 21-day notice period, the Share Options lapse automatically upon the Scheme becoming effective.] **[Company lawyer to confirm]**

As at the date of this joint announcement, apart from the 32,000,000 Share Options which are held by Mr. Jiang and Mr. Jiang Qing (Mr. Jiang's brother and associate (as defined under the Takeovers Code)), the Joint Offerors and the Joint Offeror Concert Parties did not hold any Share Option.

Save for the 16,217,881,183 Shares in issue, the 115,625,000 Share Options and the Convertible Bonds, the Company has no other relevant securities (as defined under Note 4 to Rule 22 of the Takeovers Code) in issue.

## 7. REASONS FOR AND BENEFITS OF THE PROPOSAL

### ***For the Company: to facilitate a shift in strategy towards long term growth***

The Joint Offerors may implement a series of long-term growth strategies on the Company. However, such strategies may affect the Company's short-term growth profile and result in the divergence between the

Joint Offerors' and the Company's view on the Company's long-term value on one hand, and investors' views on the Company's share price on the other hand. Following the implementation of the Proposal, the Joint Offerors and the Company can make strategic decisions focused on long-term benefits, free from the regulatory constraints and pressure of market expectations on share price associated with being a publicly listed company.

***The Proposal also represents a good opportunity for the Scheme Shareholders to realise their investment with a premium.***

The Cancellation Price of HK\$0.266 per Scheme Share represents a premium of approximately 20.36% over the closing price per Share on 28 September 2020, being the Last Trading Day. The Cancellation Price also represents a premium of approximately 18.22% and 26.67% over the average closing prices of approximately HK\$0.225 and approximately HK\$0.210 per Share for 30 and 60 consecutive trading days up to and including the Last Trading Day, respectively.

The average daily trading volume of the Shares for the 24 months up to and including the Last Trading Day was approximately 4,949,952 Shares per day, representing only approximately 0.03% of the issued Shares as at the Last Trading Day. The relatively low trading liquidity of the Shares makes it difficult for Shareholders to execute substantial on-market disposals without adversely affecting the price of the Shares. The Joint Offerors and the Directors (excluding the Independent Board Committee who will give their opinion following advice from Independent Financial Adviser) consider that the Proposal provides the Scheme Shareholders with an opportunity to realise their investment in the Company for cash at a premium without having to suffer any illiquidity discount.

## **8. INTENTION OF THE JOINT OFFERORS WITH REGARD TO THE COMPANY**

Due to the impact of the COVID-19 epidemic, the global aviation industry has been adversely affected. The Company's operations have gone through numerous difficulties in the first half of 2020. Having experienced great pressure in procuring stable supply of raw materials and completion of new orders, the Company mainly relied on the orders from last year to maintain profitability. In the meanwhile, the downturn in stock prices coupled with the lack of financing means also brought about difficulties for the Company to respond to the risks aforementioned, which may further affect the Company's ability to distribute dividends.

In view of the above, the Joint Offerors decided to launch the Proposal to privatise the Company. Upon successful privatisation, the Company will conduct review on its own business operation. The Offeror will also re-examine the Company's business strategy from a longer-term perspective, and establish long-term development goals in lieu of short-term benefits, notwithstanding the potential impact on the Company's short-term financial performance. In addition, the Company may carry out a series of business operations after the successful privatisation, including but not limited to divesting business segments of the Group with low return on equity, exploring opportunity for separate listing, re-adjusting the organization and management structure and sales system, etc.

## **9. INFORMATION ON THE GROUP AND THE JOINT OFFERORS**

### **Information of the Company and the Group**

The Company is an investment holding company and the Group is engaged in the business of (i) manufacture and sale of airport facilities which comprises mainly passenger boarding bridges and ground support equipment such as airport apron buses, aircraft catering vehicles and other specialized vehicles; (ii)

the provision of engineering and computer software solutions for baggage, cargos and material handling and warehousing systems; and (iii) manufacture and sale of fire engines and fire equipment and mobile fire stations and rescue stations.

#### **Information of Expedition Holding**

Expedition Holding is a company incorporated in the Cayman Islands with limited liability on 5 March 2020 and is indirectly wholly-owned by Macao QiXin One Belt One Road Investment Fund L.P., a private equity fund. The general partner of Macao QiXin One Belt One Road Investment Fund L.P. is Macao QiXin, a limited liability company incorporated in the Cayman Islands with PRC state-owned background.

#### **Information of Sharp Vision**

Sharp Vision is an investment holding company incorporated in Hong Kong with limited liability on 30 January 2008, and an indirect wholly-owned subsidiary of CIMC. CIMC is a company established in the PRC with limited liability, the shares of which are listed on the Shenzhen Stock Exchange (Stock code: 000039.SZ) and the Main Board of the Stock Exchange (Stock code: 2039.HK), and is a world leading equipment and solution provider in the logistics and energy industries.

### **10. OVERSEAS SHAREHOLDERS**

The making of the Proposal to persons not resident in Hong Kong may be subject to the laws and regulations of the relevant jurisdictions. Such persons should inform themselves about and observe any applicable legal, tax and regulatory requirements. It is the responsibility of any overseas Scheme Shareholders wishing to accept the Proposal to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, and the compliance with other necessary formalities and the payment of any issue, transfer or other taxes due from such person in such jurisdiction.

Any acceptance by such overseas holders of the Scheme Shares will be deemed to constitute a representation and warranty from such persons to the Company, the Joint Offerors and their respective advisers, that those laws and regulatory requirements have been complied with. If such overseas Shareholders are in doubt as to their positions, they should consult their professional advisers.

In the event that the despatch of the Scheme Document to overseas Shareholders is prohibited by any relevant law or regulation or may only be effected after compliance with conditions or requirements that the Directors of the Company regard as unduly onerous or burdensome (or otherwise not in the best interests of the Company or the Shareholders), the Scheme Document may not be despatched to such overseas Shareholders. For that purpose, the Joint Offerors may apply for any waivers as may be required by the Executive pursuant to Note 3 to Rule 8 of the Takeovers Code at such time. Any such waiver will only be granted if the Executive is satisfied that it would be unduly burdensome to despatch the Scheme Document to such overseas Shareholders. In granting the waiver, the Executive will be concerned to see that all material information in the Scheme Document is made available to such overseas Shareholders. The Executive may or may not give such waiver.

### **11. TAXATION AND INDEPENDENT ADVICE**

Holders of the Scheme Shares are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of accepting the Proposal. It is emphasised that none of the Joint



Offerors, the Joint Offeror Concert Parties and the Company or any of their respective directors, officers or associates or any other person involved in the Proposal accepts responsibility for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Proposal.

## **12. WITHDRAWAL OF LISTING OF SHARES**

Upon the Scheme becoming effective, all Scheme Shares will be cancelled. The Share certificates for the Shares listed on the Stock Exchange and held by the Scheme Shareholders will thereafter cease to have effect as documents of or evidence of title.

The Company will apply to the Stock Exchange for the withdrawal of the listing of the Shares on the Stock Exchange, subject to the Scheme becoming effective.

An announcement of the exact dates of the last day for dealing in the Shares on the Stock Exchange and the day on which the Scheme and the withdrawal of the listing of Shares on the Stock Exchange will become effective will be made by the Company. A detailed timetable of the Scheme will be included in the Scheme Document, which will also contain, among other things, further details of the Scheme.

The Scheme will lapse if any of the Conditions has not been fulfilled or waived, as applicable, on or before the Long Stop Date (or such later date as the Joint Offerors and the Company may agree or, to the extent applicable, as the Grand Court may direct and in all cases, as permitted by the Executive). The listing of the Shares on the Stock Exchange will not be withdrawn if the Scheme does not become effective or the Proposal otherwise lapses.

If the Scheme is not approved or the Proposal otherwise lapses, there are restrictions under the Takeovers Code on making subsequent offers, to the effect that neither the Joint Offerors nor any person who acted in concert with either of them in the course of the Proposal (nor any person who is subsequently acting in concert with any of them) may within 12 months from the date on which the Scheme is not approved or the Proposal otherwise lapses announce an offer or possible offer for the Company, except with the consent of the Executive.

If the Independent Board Committee or the Independent Financial Adviser does not recommend the Proposal, and the Scheme is not approved, all expenses incurred by the Company in connection therewith shall be borne by the Joint Offerors in accordance with Rule 2.3 of the Takeovers Code.

## **13. INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER**

The Independent Board Committee, comprising all the independent non-executive Directors of the Company, has been formed to advise the Independent Shareholders on the Proposal, the Scheme, the Option Offer and the Rollover Arrangement. The recommendation of the Independent Board Committee as to whether the terms of the Proposal, the Scheme, the Option Offer and the Rollover Arrangement are or are not fair and reasonable, and as to voting by the Independent Shareholders at the Court Meeting and the EGM, will be set out in the Scheme Document.

As Dr. Li Yin Hui, Mr. Tao Kuan, and Mr. Zeng Han are personnel or senior management of CIMC (the indirect holding company of Sharp Vision, being one of the Joint Offerors) and/or its subsidiaries, all the non-executive Directors of the Company are regarded as being interested in the Proposal and therefore do not form part of the Independent Board Committee.

The Independent Financial Adviser will be appointed by the Board in due course to advise the Independent Board Committee in connection with the Proposal, the Scheme, the Option Offer and the Rollover Arrangement. A further announcement will be made as soon as possible after the appointment of the Independent Financial Adviser.

The Directors of the Company (excluding members of the Independent Board Committee whose views will be set out in the Scheme Document) believe that the terms of the Proposal and the Scheme are fair and reasonable and in the interests of the Shareholders as a whole.

#### **14. DESPATCH OF THE SCHEME DOCUMENT**

The Scheme Document (containing, among others, further details of the Proposal, the Scheme, the Option Offer, the Rollover Arrangement, the expected timetable, an explanatory memorandum as required under the rules of the Grand Court, information regarding the Company and the Joint Offerors, the recommendation of the Independent Board Committee in respect of the Proposal, the Scheme, the Option Offer and the Rollover Arrangement, a letter of advice from the Independent Financial Adviser, and the notice of the Court Meeting and the notice of the EGM, together with forms of proxy in relation thereto) will be despatched to the Shareholders and the Optionholders as soon as practicable and in compliance with the requirements of the Takeovers Code, the Companies Law, the Grand Court and other applicable laws and regulations.

The Scheme Document will contain important information and the holders of the Scheme Shares are urged to read the Scheme Document containing such disclosures carefully before casting any vote at (or providing any proxy in respect of) the Court Meeting or the EGM. Any voting, acceptance or other response to the Proposal should be made only on the basis of information in the Scheme Document or any other document by which the Proposal is made.

#### **15. FURTHER AGREEMENTS OR ARRANGEMENTS**

As at the date of this joint announcement:

- (a) no irrevocable commitment to vote for or against the Scheme has been received by Joint Offerors or the Joint Offeror Concert Parties;
- (b) save for the Proposal, the Consortium Agreement and the Rollover Agreement, there are no arrangements (whether by way of option, indemnity or otherwise) in relation to the Shares or the shares of each of the Joint Offerors between the Joint Offerors or any of the Joint Offeror Concert Parties and any other person which might be material to the Proposal;
- (c) save as disclosed in the section headed "3. Conditions of the Proposal" of this joint announcement, there were no agreements or arrangements to which the Joint Offerors are parties which relate to the circumstances in which they may or may not invoke or seek to invoke a condition to the Proposal;
- (d) save as disclosed below, none of the Joint Offerors nor, any of the Joint Offeror Concert Parties had any dealings for value in the Shares during the period commencing six months prior to the date of this joint announcement:

Name	Date of transactions	Purchase/Sale	On/off the Stock Exchange	No. of Shares involved	Transaction price per Share (HK\$)
Mr. Zheng	6 May 2020	Purchase	On	4,600,000	0.128
HongKong Ruicheng	6 August 2020	Purchase	On	60,000	0.205
		Purchase	On	40,000	0.206
		Purchase	On	420,000	0.207
		Purchase	On	150,000	0.208
	7 August 2020	Purchase	On	200,000	0.210
		Purchase	On	150,000	0.203
		Purchase	On	25,000	0.204
		Purchase	On	75,000	0.205
		Purchase	On	200,000	0.207
	10 August 2020	Purchase	On	350,000	0.208
		Purchase	On	200,000	0.209
		Purchase	On	100,000	0.207
		Purchase	On	100,000	0.208
	11 August 2020	Purchase	On	100,000	0.209
		Purchase	On	600,000	0.210
		Purchase	On	10,000	0.207
		Purchase	On	500,000	0.208
12 August 2020	Purchase	On	290,000	0.209	
	Purchase	On	6,200,000	0.210	
	Purchase	On	400,000	0.204	

- (e) the Joint Offerors and the Joint Offeror Concert Parties have not borrowed or lent any Shares or any other securities of the Company;
- (f) save for the Convertible Bonds held by Sharp Vision, which can be converted into 2,863,592,755 Shares, and the 32,000,000 Share Options held by Mr. Jiang and Mr. Jiang Qing (Mr. Jiang's brother and associate (as defined under the Takeovers Code)) as at the date of this joint announcement, there are no options, warrants or convertible securities in respect of the Shares held, controlled or directed by any of the Joint Offerors or the Joint Offeror Concert Parties, or outstanding derivatives in respect of the Shares entered into by the Joint Offerors or the Joint Offeror Concert Parties;
- (g) save for the Cancellation Price and Option Offer Price, there is no other consideration, compensation or benefits in whatever form paid or to be paid by the Joint Offerors or the Joint Offeror Concert Parties to any Scheme Shareholders in connection with the Proposal; and
- (h) save for the Consortium Agreement, the Wison Energy Undertaking and the Rollover Agreement, there is no understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeovers Code) between (i) any Shareholder; and (ii)(a) the Joint Offerors and Joint Offeror Concert Parties, or (b) the Company, its subsidiaries or associated companies.

## 16. DISCLOSURE OF DEALINGS

Associates of the Joint Offerors and the Company (as defined in the Takeovers Code, including Shareholders holding 5% or more of the relevant securities (as defined in paragraphs (a) to (d) in Note 4 to Rule 22 of the Takeovers Code) of any of the Joint Offerors and the Company) are hereby reminded to disclose their dealings in any securities of the Company under Rule 22 of the Takeovers Code during the offer period.

In accordance with Rule 3.8 of the Takeovers Code, reproduced below is the full text of Note 11 to Rule 22 of the Takeovers Code:

*“Responsibilities of stockbrokers, banks and other intermediaries*

*Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates of an offeror or the offeree company and other persons under Rule 22 and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant Rules. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any 7 day period is less than \$1 million.*

*This dispensation does not alter the obligations of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.*

*Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation.”*

**17. NOTICE TO US INVESTORS**

*The Proposal is being made to cancel the securities of a Cayman Islands company by means of a scheme of arrangement provided for under the Companies Law. The financial information included in this joint announcement (if any) has been prepared in accordance with Hong Kong Financial Reporting Standards and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.*

*A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules of the US Securities and Exchange Act of 1934, as amended. Accordingly, the Proposal is subject to the disclosure requirements and practices applicable in the Cayman Islands and Hong Kong to schemes of arrangement which differ from the disclosure requirements of the US tender offer rules.*

*The receipt of cash pursuant to the Proposal by a US holder of Scheme Shares as consideration for the cancellation of its Scheme Shares pursuant to the Scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other tax laws. Each holder of Scheme Shares is urged to consult his independent professional adviser immediately regarding the tax consequences of the Proposal applicable to him.*

*It may be difficult for US holders of Scheme Shares and Convertible Bonds to enforce their rights and claims arising out of the US federal securities laws, since the Joint Offerors and the Company are located in a country other than the United States, and some or all of their officers and directors may be residents of a country other than the United States. US holders of Scheme Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court’s judgement.*

**18. [TRADING HALT AND RESUMPTION OF TRADING IN THE SHARES ON THE STOCK EXCHANGE]**

At the request of the Company, trading of the Shares on the Stock Exchange was halted from 9:00 a.m. on 29 September 2020, pending the issue of this joint announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading of the Shares on the Stock Exchange with effect from [\*] a.m. on [\*] 2020.

#### WARNING

**The Proposal, the Scheme and the Option Offer are conditional upon the satisfaction or (where applicable) waiver of conditions. Accordingly, the Proposal may or may not be implemented, the Scheme may or may not become effective and the Option Offer may or may not be implemented. Shareholders and potential investors of the Company should therefore exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action they should take should consult their licensed securities dealers or registered institutions in securities, bank managers, solicitors, professional accountants or other professional advisers.**

#### DEFINITIONS

In this joint announcement, the following expressions have the meanings set forth below unless the context requires otherwise.

“2009 Share Option Scheme”	the share option scheme of the Company adopted by the Company on 29 May 2009
“2019 Share Option Scheme”	the share option scheme of the Company adopted by the Company on 13 December 2019
“ABC Capital”	ABC Capital Limited, a licensed corporation to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO, being one of the joint financial advisers to the Joint Offerors
“acting in concert”	has the meaning given in the Takeovers Code
“affiliate”	in relation to an individual, that individual’s relatives (whether close or distant, including any spouse, child (including adopted child and step-child), parent or sibling of that individual), any person which is controlled by that individual and/or that individual’s relatives (whether close or distant and whether acting singly or together) (“ <b>Controlled Entity</b> ”) and any Affiliate of a Controlled Entity; and in relation to any other person, any other person that (directly or indirectly) controls, is controlled by or is under common control with such person
“associates”	has the meaning given in the Takeovers Code
“Board”	the board of directors of the Company
“Cancellation Price”	the cancellation price of HK\$[0.266] per Scheme Share cancelled pursuant to the Scheme payable in cash by the Joint Offerors to the Scheme Shareholders pursuant to the Scheme
“CB Holders”	holder(s) of the Convertible Bonds (namely Sharp Vision and Wison Energy)

“CIMC”	China International Marine Containers (Group) Co., Ltd. (中國國際海運集裝箱(集團)股份有限公司), a company established in the PRC with limited liability, the shares of which are listed on the Shenzhen Stock Exchange (Stock code: 000039.SZ) and the Main Board of the Stock Exchange (Stock code: 2039.HK), and the indirect holding company of Sharp Vision, which is one of the Joint Offerors
“Company”	CIMC-TianDa Holdings Company Limited, an exempted company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (Stock code: 445)
“Companies Law”	the Companies Law (2020 Revision) of the Cayman Islands, as amended, supplemented or otherwise modified from time to time
“Conditions”	the conditions to the implementation of the Proposal and the Scheme becoming effective as described in the section headed “3. Conditions of the Proposal” of this joint announcement
“Consortium Agreement”	the scheme consortium agreement entered into among Expedition Holding, Sharp Vision and CIMC Top Gear B.V., dated [*] 2020
“Convertible Bonds”	convertible bonds issued by the Company on 23 April 2018 with the outstanding principal amount of RMB1,021,577,038 at the initial conversion price of HK\$0.366 as at the date of this joint announcement
“Court Meeting”	the meeting(s) of the holders of the Scheme Shares on the [Meeting Record Date] (or of the classes of such holders) to be convened at the direction of the Grand Court at which the Scheme (with or without modification) will be voted upon, or any adjournment thereof
“Director(s)”	the director(s) of the Company
“Donvex Capital”	Donvex Capital Limited, a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activities under the SFO, being one of the joint financial advisers to the Joint Offerors
“Effective Date”	the date on which the Scheme becomes effective in accordance with the Companies Law
“EGM”	the extraordinary general meeting of the Company to be convened and held immediately following the Court Meeting to consider and, if thought fit, approve, among others, the Rollover Arrangement, any capital reduction associated with the cancellation of the Scheme Shares, the increase in the issued share capital of the Company and the implementation of the Scheme and the Proposal;

“Executive”	the Executive Director of the Corporate Finance Division of the Securities and Futures Commission or any delegate thereof
“Expedition Holding”	Expedition Holding Corporation Limited, a company incorporated in the Cayman Islands with limited liability, being one of the Joint Offerors
“Fengqiang”	Fengqiang Holdings Limited, a company incorporated in the British Virgin Islands with limited liability
“Grand Court”	the Grand Court of the Cayman Islands
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“HongKong Ruicheng”	HONGKONG RUICHENG CO., LIMITED, a company incorporated in Hong Kong with limited liability
“Independent Board Committee”	the independent board committee of the Company established by the Board to make a recommendation to the Independent Shareholders in respect of the Proposal and the Scheme
“Independent Financial Adviser”	the independent financial adviser which will be appointed to advise the Independent Board Committee on the Proposal, the Scheme, the Option Offer and the Rollover Arrangement
“Independent Shareholder(s)”	Scheme Shareholder(s) other than the Joint Offerors and the Joint Offeror Concert Parties
“Joint Financial Advisers”	ABCI Capital, Zhongtai Capital and Donvex Capital
“Joint Offeror Concert Parties”	parties acting in concert or presumed to be acting in concert with each of the Joint Offerors under the definition of “acting in concert” under the Takeovers Code, including CIMCTop Gear B.V., the Rollover Shareholders and Mr. Jiang Qing (being Mr. Jiang’s brother and associate (as defined under the Takeovers Code))
“Joint Offerors”	Expedition Holding and Sharp Vision
“Last Trading Day”	28 September 2020, being the last full trading day prior to the trading halt of the Shares pending the issue of this joint announcement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	[[*] 2021, being the date falling on the first anniversary of the date of the Consortium Agreement]

“Macao QiXin”	Macao QiXin Investment Management Limited, a limited liability company incorporated in the Cayman Islands
“Meeting Record Date”	[*] 2020, or such other time and date as shall have been announced to the Shareholders, being the record date for the purpose of determining the entitlement of the holders of Scheme Shares to attend and vote at the Court Meeting and the entitlement of the Shareholders to attend and vote at the EGM
“Mr. Jiang”	Mr. Jiang Xiong, an executive Director and honorary chairman of the Company
“Mr. Zheng”	Mr. Zheng Zu Hua, an executive Director and the chief executive officer of the Company
“Option holders”	holder(s) of the Share Options
“Option Offer”	the offer to be made by or on behalf of Sharp Vision to the holders of the Share Options
“Option Offer Price”	the price of HK\$.00001 for cancellation of each Share Option
“PRC”	the People’s Republic of China, but for the purpose of this joint announcement, excluding Hong Kong, Macau Special Administrative Region and Taiwan
“Proposal”	the proposal for the privatisation of the Company by the Joint Offerors by way of the Scheme and the Option Offer, and the withdrawal of the listing of the Shares from the Stock Exchange, on the terms and subject to the Conditions as described in this joint announcement
“RMB”	Renminbi, the lawful currency of the PRC
“Rollover Agreement”	the rollover agreement entered into between the Joint Offerors and the Rollover Shareholders on [*] 2020
“Rollover Arrangement”	the arrangement between the Joint Offerors and the Rollover Shareholders under the Rollover Agreement
“Rollover Conditions”	the conditions of the Rollover Arrangement, as set out in the section headed “4. Rollover Arrangement — Rollover Conditions” of this joint announcement
“Rollover Shareholders”	Mr. Jiang, Mr. Zheng, Fengqiang, HongKong Ruicheng and CSR China Merchant Buyout Fund
“Scheme”	a scheme of arrangement under Section 86 of the Companies Law involving, among other matters, the cancellation of all of the Scheme Shares and the restoration of the issued share capital of the Company to the amount immediately before the cancellation of the Scheme Shares



“Scheme Document”	the composite scheme document of the Joint Offerors and the Company containing, among other things, further details of the Proposal together with the additional information specified in the section of this joint announcement headed “15. Despatch of the Scheme Document” above
“Scheme Record Date”	the record date to be announced for determining participation under the Scheme
“Scheme Share(s)”	Share(s) other than those directly or indirectly held by the Joint Offerors, CIMC Top Gear B.V. and the Rollover Shareholders
“Scheme Shareholder(s)”	registered holder(s) of the Scheme Shares as at the Effective Date
“SFC”	the Securities and Futures Commission of Hong Kong
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of par value HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Share Option(s)”	the outstanding share option(s) granted under the 2009 Share Option Scheme or the 2019 Share Option Scheme from time to time
“Share Option Scheme”	the 2009 Share Option Scheme or the 2019 Share Option Scheme
“Sharp Vision”	Sharp Vision Holdings Limited, a company incorporated in Hong Kong with limited liability, being one of the Joint Offerors
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers issued by the SFC
“Wison Energy”	Wison Energy Engineering (Hong Kong) Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of Wison Engineering Services Co. Ltd., which is in turn a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (Stock code: 2236.HK)
“Wison Energy Undertaking”	the undertaking given by Wison Energy as described in the section headed “2. Terms of the Proposal - The Convertible Bonds and the Wison Energy Undertaking” of this joint announcement
“Zhongtai Capital”	Zhongtai International Capital Limited, a licensed corporation to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO, being one of the joint financial advisers to the Joint Offerors

“%”

per cent. or percentage

*\* For identification purposes only*

*For the purpose of this joint announcement and for illustrative purpose only, RMB is converted into HK\$ at the rate of RMB1:HK\$1.136. No representation is made at any amounts in RMB has been or could be converted at the above rate or at any other rates.*

By Order of the board of  
directors of  
**Expedition Holding Corporation  
Limited**  
Zeng Wei  
Director

By Order of the board of  
directors of  
**Sharp Vision Holdings Limited**  
Yu Yuqun  
Director

By Order of the Board  
**CIMC-TianDa Holdings Company Limited**  
Li Ching Wah  
Company Secretary

Hong Kong, [\*] 2020

*As of the date of this joint announcement, the directors of Expedition Holding are Mr. Han Yong and Mr. Zeng Wei.*

*As of the date of this joint announcement, the directors of Macao QiXin (the general partner of Macao QiXin One Belt One Road Investment Fund L.P., which is in turn the indirect holding company of Expedition Holding) are Mr. Ai Linzhi, Mr. Pan Genping, Mr. Yu Hailin and Mr. Wang Shugui.*

*The directors of Expedition Holding and Macao QiXin jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than those relating to Sharp Vision and the Group), and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the Directors or the directors of Sharp Vision) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any statement in this joint announcement misleading.*

*As of the date of this joint announcement, the directors of Sharp Vision are Mr. Jin Jianlong, Mr. Wang Yu and Mr. Yu Yuqun.*

*As of the date of this joint announcement, the board of directors of CIMC (being the indirect holding company of Sharp Vision) comprises Mr. Mai Boliang (chairman) as an executive director, Mr. Liu Chong (vice-chairman), Mr. Hu Xianfu and Mr. Ming Dong as non-executive directors; and Mr. He Jiale, Mr. Pan Zhengqi and Ms. Lui Fung Mei Yee, Mabel as independent non-executive directors.*

*The directors of Sharp Vision and directors of CIMC jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than those relating to Expedition Holding and the Group), and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the Directors or the directors of Expedition Holding) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any statement in this joint announcement misleading.*

*As of the date of this joint announcement, the Board comprises Mr. Jiang Xiong and Mr. Zheng Zu Hua as executive Directors; Dr. Li Yin Hui, Mr. Tao Kuan and Mr. Zeng Han as non-executive Directors; and Dr. Loke Yu, Mr. Heng Ja Wei and Mr. Ho Man as independent non-executive Directors. The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than those relating to the Joint Offerors) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the directors of each of the Joint Offerors) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any statement in this joint announcement misleading.*

**Annex B**

Shares held by the Rollover Shareholder Group

<b>Rollover Shareholders</b>	<b>Number of Shares directly held as at the date of this Agreement</b>	<b>% of the total issued share capital of the Company as at the date of this Agreement</b>
Mr. Jiang	981,600,000	6.05
Mr. Zheng	4,600,000	0.03
Fengqiang	2,366,751,693	14.59
HongKong Ruicheng	561,734,448	3.47
CSR China Merchant Buyout Fund	673,225,000	4.15
<b>Total Rollover Shares</b>	<b>4,587,911,141</b>	<b>28.29</b>