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CIMC | TianDa

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)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an extraordinary general meeting (the “**EGM**”) of CIMC-TianDa Holdings Company Limited (the “**Company**”) will be held at Empire Room I, 1/F, Empire Hotel Hong Kong - Wanchai, 33 Hennessy Road, Wan Chai, Hong Kong at 3:00 p.m. on 5 December 2018 (Wednesday) for the following purpose of considering and, if thought fit, passing with or without amendments, the following resolutions as ordinary resolutions of the Company. Unless the context requires otherwise, capitalised terms used herein shall have the same meaning as defined in the circular of the Company dated 15 November 2018 (the “**Circular**”).

ORDINARY RESOLUTIONS

1. “THAT

- (a) the form and substance of the Master Sourcing Agreement (a copy of which has been produced to this meeting marked “A” and signed by the chairman of this meeting for the purpose of identification), the transactions contemplated thereunder and the proposed caps of the transactions thereunder for each of the three years ending 31 December 2020 be and are hereby ratified, confirmed and approved; and
- (b) any Director be and is hereby authorised for and on behalf of the Company to execute all such other documents, instruments and agreements (whether under common seal or not) and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Master Sourcing Agreement and the transactions contemplated thereunder as he/they may in his/their absolute discretion consider necessary, desirable or expedient to give effect to the Master Sourcing Agreements and the implementation of all transactions contemplated thereunder (including the proposed cap amounts) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

2. “THAT

- (a) the form and substance of the Master Transportation Service Agreement (a copy of which has been produced to this meeting marked “B” and signed by the chairman of this meeting for the purpose of identification), the transactions contemplated thereunder and the proposed caps of the transactions thereunder for each of the three years ending 31 December 2020 be and are hereby ratified, confirmed and approved; and
- (b) any Director be and is hereby authorised for and on behalf of the Company to execute all such other documents, instruments and agreements (whether under common seal or not) and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Master Transportation Service Agreement and the transactions contemplated thereunder as he/they may in his/their absolute discretion consider necessary, desirable or expedient to give effect to the Master Transportation Service Agreement, the implementation of all transactions contemplated thereunder (including the proposed cap amounts) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

3. “THAT

- (a) the form and substance of the Master Installation Service Agreement (a copy of which has been produced to this meeting marked “C” and signed by the chairman of this meeting for the purpose of identification), the transactions contemplated thereunder and the proposed caps of the transactions thereunder for each of the three years ending 31 December 2020 be and are hereby ratified, confirmed and approved; and
- (b) any Director be and is hereby authorised for and on behalf of the Company to execute all such other documents, instruments and agreements (whether under common seal or not) and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Master Installation Service Agreement and the transactions contemplated thereunder as he/they may in his/their absolute discretion consider necessary, desirable or expedient to give effect to the Master Installation Service Agreement, the implementation of all transactions contemplated thereunder (including the proposed cap amounts) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

4. “THAT

- (a) the form and substance of the CIMC-Tianda Shenzhen Management Service Agreement (a copy of which has been produced to this meeting marked “D” and signed by the chairman of this meeting for the purpose of identification), the transactions contemplated thereunder and the proposed caps of the transactions thereunder for each of the three years ending 31 December 2020 be and are hereby ratified, confirmed and approved; and
- (b) any Director be and is hereby authorised for and on behalf of the Company to execute all such other documents, instruments and agreements (whether under common seal or not) and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the CIMC-Tianda Shenzhen Management Service Agreement and the transactions contemplated thereunder as he/they may in his/their absolute discretion consider necessary, desirable or expedient to give effect to the CIMC-Tianda Shenzhen Management Service Agreement, the implementation of all transactions contemplated thereunder (including the proposed cap amounts) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

5. “THAT

- (a) the form and substance of the AZ Management Service Agreement (a copy of which has been produced to this meeting marked “E” and signed by the chairman of this meeting for the purpose of identification), the transactions contemplated thereunder and the proposed caps of the transactions thereunder for each of the three years ending 31 December 2020 be and are hereby ratified, confirmed and approved; and
- (b) any Director be and is hereby authorised for and on behalf of the Company to execute all such other documents, instruments and agreements (whether under common seal or not) and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the AZ Management Service Agreement and the transactions contemplated thereunder as he/they may in his/their absolute discretion consider necessary, desirable or expedient to give effect to the AZ Management Service Agreement, the implementation of all transactions contemplated thereunder (including the proposed cap amounts) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

6. “THAT

- (a) the form and substance of the Master Sale and Purchase Agreement (a copy of which has been produced to this meeting marked “F” and signed by the chairman of this meeting for the purpose of identification), the transactions contemplated thereunder and the proposed caps of the transactions thereunder for each of the three years ending 31 December 2020 be and are hereby ratified, confirmed and approved; and
- (b) any Director be and is hereby authorised for and on behalf of the Company to execute all such other documents, instruments and agreements (whether under common seal or not) and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Master Sale and Purchase Agreement and the transactions contemplated thereunder as he/they may in his/their absolute discretion consider necessary, desirable or expedient to give effect to the Master Sale and Purchase Agreement, the implementation of all transactions contemplated thereunder (including the proposed cap amounts) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

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

Hong Kong, 15 November 2018

Registered Office:

Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

Head office and principal place of business in Hong Kong:

Units A-B, 16/F
China Oversea Building
No 139 Hennessy Road
Wanchai, Hong Kong

Principal place of business in the PRC:

No. 9, Fuyuan 2nd Rd
Fuyong, Baoan District
Shenzhen, PRC

Notes:

1. The register of members of the Company will be closed from Friday, 30 November 2018 to Wednesday, 5 December 2018, both days inclusive, during which period no transfer of shares of the Company will be registered. In order to be entitled to attend and vote at the EGM, all share certificates with completed transfer forms must be lodged with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong not later than 4:30 p.m. on Thursday, 29 November 2018.
2. Any shareholder of the Company entitled to attend and vote at the EGM convened by the above notice is entitled to appoint another person as his proxy to attend and vote instead of him. A shareholder who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at the EGM. A proxy need not be a shareholder of the Company but must be present in person at the EGM to represent the shareholder. If more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is so appointed
3. In order to be valid, the form of proxy must be duly completed and signed in accordance with the instructions printed thereon and returned together with the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, to the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong not later than 48 hours before the time appointed for holding the EGM or any adjournment thereof. Completion and return of a form of proxy will not preclude a shareholder from attending and voting in person at the EGM or any adjournment thereof, should he so wish.
4. In the case of joint registered holders of any shares, any one of such joint holders may vote at the EGM, either personally or by proxy, in respect of such shares as if he was solely entitled thereto, but if more than one of such joint holders are present at the EGM personally or by proxy, that one of the said persons so present whose name stands first in the register of members of the Company in respect of the joint holding shall alone be entitled to vote in respect thereof.

As at the date of this notice, the Board comprises Dr. Li Yin Hui (Chairman), Mr. Yu Yu Qun and Mr. Robert Johnson as non-executive Directors; Mr. Jiang Xiong (Honorary Chairman), Mr. Zheng Zu Hua and Mr. Luan You Jun as executive Directors; and Dr. Loke Yu, Mr. Heng Ja Wei and Mr. Ho Man as independent non-executive Directors.