

**PRIVATE AND CONFIDENTIAL**

**LETTER OF IRREVOCABLE UNDERTAKING**

To: China Glass Holdings Limited  
Unit 2608, 26/F, West Tower  
Shun Tak Centre  
168-200 Connaught Road  
Central  
Hong Kong

**For the attention of: The Board of Directors**

31 December 2020

Dear Sirs

**Proposed offers for China Glass Holdings Limited (the Company)**

We refer to the offer document (the "**Offer Document**") issued by Unified Group Investments Limited (the "**Offeror**") on 24 December 2020 regarding the Offeror's making of (through Lego Securities Limited ("**Lego Securities**") and DBS Asia Capital Limited ("**DBSAC**")), a voluntary conditional cash offers, in compliance with the Takeovers Code, to (i) acquire all the issued shares in the Company ("**Shares**") (other than those already owned or agreed to be acquired by the Offeror); (ii) acquire all the outstanding convertible bonds of the Company ("**Convertible Bonds**") (other than those already owned or agreed to be acquired by the Offeror); and (iii) cancel all outstanding share options of the Company ("**Share Options**") (together, the "**Offers**").

Upon considering the terms of the Offers in the Offer Document and having assessed the business, performance and prospectus of the Company, we have decided, and hereby confirm and irrevocably undertake to the Company that:

- we will not accept, and procure that all persons holding (directly or indirectly) interests in Shares on our behalf not to accept, the Offers in respect of the 260,000,000 Shares held by us (the "**Relevant Shares**"); and
- we will not (or in the case of the Relevant Shares in respect of which we are beneficial owner only, will procure that the registered holder will not), prior to the closing or lapsing of the Offers or its withdrawal:
  - sell, transfer, encumber, charge, pledge, grant any option or other right over or otherwise dispose of or deal with (directly or indirectly and whether beneficially, legally

or otherwise and whether or not assented to the Offers) any of the Relevant Shares or any interest in them;

- enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur or allow to arise any obligation (conditional or unconditional) to do any of the acts referred above; or
- acquire, dispose of or otherwise deal in any shares or other securities of the Company or any interest therein (including any derivative instruments referenced to such securities); and

Yours faithfully,

For an on behalf of

Triumph Science & Technology Group Company Limited (凱盛科技集團有限公司)

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Title:

