

IRREVOCABLE UNDERTAKING

Date: 14 June 2016

To: Tesson Holdings Limited
Room 1007,
Tsim Sha Tsui Centre,
West Wing, 66 Mody Road,
Tsim Sha Tsui, Hong Kong
Attn: The Board of Directors

Dear Sirs,

Re: Tesson Holdings Limited (the “Company”)

Proposed open offer (the “Open Offer”) of 444,135,300 shares (the “Offer Shares”) of the Company at the subscription price of HK\$0.80 per Offer Share (the “Subscription Price”) on the basis of three (3) Offer Shares for every four (4) existing shares (the “Share(s)”) held on the Record Date

Terms defined herein shall have the meanings as defined in the underwriting agreement dated 14 June 2016 entered into between the Company and us in respect of the Open Offer (the “**Underwriting Agreement**”).

(A) Confirmation of Interests

We, Double Key International Limited (“**Double Key**”), a company incorporated in British Virgin Islands with limited liability whose registered office is situated at Room 1007, 10/F, West Wing, Tsim Sha Tsui Centre, 66 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong, refer to the Open Offer and confirm the following:

1. As at the date hereof, we are the substantial shareholder (as defined in the Listing Rules) of the Company and is interested in an aggregate of 235,245,306 Shares, representing approximately 39.73% of the issued share capital of the Company.
2. As at the date hereof, Ms. Cheng Hung Mui is the legal and beneficial owner of the entire issued share in the capital of Double Key.

(B) Irrevocable Undertaking

We hereby irrevocably and unconditionally undertake to the Company, in relation to the Open Offer, as follows (the “**Irrevocable Undertaking**”):

1. We shall remain as the substantial shareholder of a total of 235,245,306 Shares of the Company, up to and including the Latest Time for Acceptance;
2. We will not dispose of, or agree to dispose of, any Shares held by us or by our nominee (including the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited) between the date of the Underwriting Agreement to the close of business on Friday, 5 August 2016, being the record date for the determination of the entitlements under the Open Offer (the “**Record Date**”);
3. We shall accept or procure the acceptance of 176,433,980 Offer Shares (the “**Committed Shares**”), being the entitlements to be offered to us by the Company under the Open Offer, prior to the Latest Time for Acceptance, and payment for, the Offer Shares as described in the Prospectus Documents. For the avoidance of doubt, the Committed Shares do not include the Offer Shares to be underwritten by us in respect of the Open Offer pursuant to the Underwriting Agreement;
4. We shall lodge or procure the lodgment of the Application Forms in respect of the Committed Shares, accompanied by the appropriate remittances which shall be honoured on first presentation and otherwise comply with the procedures for such acceptance and application as described in the Prospectus Documents prior to the Latest Time for Acceptance; and
5. We will not, without first having obtained the prior written consent of the Company, transfer or otherwise dispose (including without limitation the creation of any option, charge or other encumbrances or rights over or in respect of) or acquire (save for the Committed Shares or acquiring Shares in circumstances which do not contravene the Listing Rules or qualify as a disqualifying transaction under the Takeovers Code) any Shares or any interest or voting rights therein between the date of the Underwriting Agreement to the Latest Time for Acceptance.

Our Irrevocable Undertaking contained in this letter shall take effect from the date hereof and, subject to the paragraph below, will remain in full force and effect until the completion of the Open Offer.

In the event that the Underwriting Agreement is rescinded or terminated in accordance with Clause 12 therein, our Irrevocable Undertaking contained in this letter shall automatically lapsed and of no further force and effect, without prejudice to any accrued liabilities and the acceptance for the Committed Shares which we have made pursuant to paragraph (2) above which shall be dealt with in accordance with the terms of the Prospectus Documents relating to the Open Offer pursuant to which the acceptance will be made.

(C) General

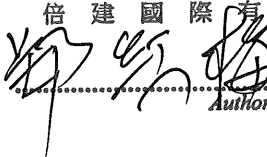
The terms of this letter of irrevocable undertaking shall be governed by and construed in accordance with the laws of The Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). We hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

[Signature in the next page]


IN WITNESS whereof this letter has been duly executed as a deed on the day and year first above written.

The common seal of
DOUBLE KEY INTERNATIONAL LIMITED
was hereunto affixed and signed by
CHENG HUNG MUI, DIRECTOR

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For and on behalf of
DOUBLE KEY INTERNATIONAL LIMITED
倍建國際有限公司

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Authorised Signature(s)

in the presence of :

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