

**ARTICLES OF ASSOCIATION**

OF

**GEMINI INVESTMENTS (HOLDINGS) LIMITED**

盛洋投資（控股）有限公司

(As adopted by special resolutions passed on 28 March 2018)

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Incorporated on the 19th day of June, 1987

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COMPANIES ORDINANCE (CHAPTER 622)

Special Resolutions

of

**Gemini Investments (Holdings) Limited**  
**盛洋投資(控股)有限公司**  
(the "**Company**")

Passed on the 28th day of March, 2018.

At an extraordinary general meeting of the Company held at United Conference Centre, 10/F., United Centre, 95 Queensway, Hong Kong at 10:30 a.m. on the 28th day of March, 2018 (the "EGM"), the following resolutions were passed as Special Resolutions:-

**1. Adoption of new amended Articles of Association**

"**THAT**

- (a) the articles of association of the Company be amended by the deletion in its entirety of the existing Article 5A and the substitution of a new Article 5A, which incorporates the new terms of the Convertible Preference Shares, therefor as set out in the printed document produced to the EGM marked "A" and initialled by the chairman of the EGM for the purpose of identification (the "**New Amended Articles**") and the New Amended Articles be and are hereby approved and adopted as the new amended Articles of Association of the Company, in substitution for, and to the exclusion of, the existing Articles of Association of the Company;
- (b) the New Amended Articles shall take effect at the end of the period of 28 days from the date hereof, which is the date of variation, pursuant to Section 180(4) of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (the "**Companies Ordinance**"); and
- (c) any one director of the Company or the secretary of the Company be and is hereby authorised to do all things necessary to effect and record the adoption of the New Amended Articles."

## 2. Reduction of Share Capital

"THAT

- (a) conditional only upon the satisfaction of either one of the conditions set out in paragraph (b) of this special resolution and subject to any conditions imposed in accordance with paragraph (c) of this special resolution, the reduction of the amount standing to the credit of the share capital account of the Company by a sum equal to HK\$130,000,002 by cancelling and extinguishing 43,333,334 convertible preference shares of the Company ("**Capital Reduction**") be and is hereby approved and the Directors be and are hereby authorized to credit the reduced share capital to a capital reduction reserve account of the Company and such reserve arising from the Capital Reduction is to be regarded as a realized profit pursuant to Section 214 of the Companies Ordinance which shall be available for set off against any accumulated losses and/or make distribution to the shareholders of the Company in the future when appropriate or as the Directors may think fit;
- (b) the approval and authorisation set out in paragraph (a) of this special resolution shall be conditional upon either (i) there being no application ("**Application**") to the Court of First Instance of the High Court of Hong Kong ("**Court**") for cancellation of the approval of the Capital Reduction, set out in this special resolution, by members of the Company or creditors of the Company within five weeks of the date of this special resolution; or (ii) if any such Application is made, the Court making an order to confirm this special resolution;
- (c) if such an Application is made and the Court makes an order to confirm this special resolution upon the Application, the approval and authorization in paragraph (a) of this special resolution shall be subject to any conditions that may be imposed by the Court; and
- (d) the Company be and is hereby authorised generally to do all acts and things as may be necessary, desirable or expedient to implement or to give effect to the foregoing."

Certified True Copy

(Sd.) LAI Kwok Hung, Alex

Name: LAI Kwok Hung, Alex

Capacity: Director

No. 191691

編號

(COPY)

**CERTIFICATE OF CHANGE OF NAME**

**公司更改名稱證書**

\*\*\*

**I hereby certify that**

本人謹此證明

**Gemini Property Investments Limited**  
**盛洋地產投資有限公司**

**having by special resolution changed its name, is now incorporated under the**  
已藉特別決議更改其名稱，該公司根據

**Companies Ordinance (Chapter 32 of the Laws of Hong Kong) in the name of**  
《公司條例》(香港法例第32章)註冊的名稱現為

**Gemini Investments (Holdings) Limited**  
**盛洋投資(控股)有限公司**

**Issued on** 6 July 2011.

本證書於二〇一一年七月六日發出。

(Sd.) Ms Ada L L CHUNG

.....  
**Registrar of Companies**  
**Hong Kong Special Administrative Region**  
香港特別行政區公司註冊處處長鍾麗玲

Note 註：

Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。

No. 191691  
編號

(COPY)

**CERTIFICATE OF CHANGE OF NAME**

**公司更改名稱證書**

\*\*\*

**I hereby certify that**  
本人謹此證明

**KEE SHING (HOLDINGS) LIMITED**  
奇盛(集團)有限公司

**having by special resolution changed its name, is now incorporated under the**  
已藉特別決議更改其名稱，該公司根據

**Companies Ordinance (Chapter 32 of the Laws of Hong Kong) in the name of**  
《公司條例》(香港法例第32章)註冊的名稱現為

**Gemini Property Investments Limited**  
盛洋地產投資有限公司

**Issued on** 12 November 2010.

本證書於二〇一〇年十一月十二日發出。

(Sd.) Ms Ada L L CHUNG

.....  
**Registrar of Companies**  
**Hong Kong**

香港公司註冊處處長鍾麗玲

Note 註：

Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

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No. 191691  
編號

(COPY)

CERTIFICATE OF INCORPORATION

公司註冊證書

I hereby certify that  
本人茲證明

**KEE SHING (HOLDINGS) LIMITED**  
奇盛(集團)有限公司

**is this day incorporated in Hong Kong under the Companies**  
於本日在香港依據公司條例註冊

**Ordinance, and that this company is limited.**  
成為有限公司。

Given under my hand this Nineteenth day of June One  
簽署於一九八七年六月十九日。

Thousand Nine Hundred and Eighty-seven.

(Sd.) J. Almeida

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*p. Registrar General*  
*(Registrar of Companies)*  
*Hong Kong*  
香港註冊總署署長暨公司註冊官  
(註冊主任歐美達代行)

# THE COMPANIES ORDINANCE (CHAPTER 622)

Company Limited by Shares

## ARTICLES OF ASSOCIATION

(As adopted by special resolutions passed on 28 March 2018)

OF

## GEMINI INVESTMENTS (HOLDINGS) LIMITED

盛洋投資(控股)有限公司

### Model Articles

1. No regulations contained in Schedule 1 to The Companies (Model Articles) Notice (Cap.622H) shall apply to the Company.

Other regulations excluded.

### Interpretation

- 2A. The marginal notes to these Articles shall not affect the interpretation of these Articles. Unless there be something in the subject or context inconsistent therewith:-

Interpretation.

“approved investment bank” shall mean an investment bank or financial advisory company or professional accounting firm in Hong Kong selected by the Company;

Approved investment bank.

“associate” in relation to any Director, shall have the meaning ascribed to it under the Listing Rules as modified from time to time;

Associate.

“these Articles” or “these presents” shall mean these Articles of Association in their present form and all supplementary, amended or substituted articles for the time being in force;

these Articles. these presents.

“Auditors” shall mean the persons duly appointed in accordance with the Companies Ordinance, performing the duties of that office for the time being;

Auditors.

“Board” shall mean the Directors or (as the context may require) the majority of Directors present and voting at a meeting of the Directors;

Board.

“capital” shall mean the issued share capital from time to time of the Company;

Capital.

“Chairman” shall mean the Chairman presiding at any meeting of members

Chairman.

or of the Board or any committee of the Board;

“clearing house” shall have the meaning ascribed to it in Part 1 of Schedule 1 to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and any amendments thereto or re-enactments thereof for the time being in force, or a clearing house or authorised shares depository recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted on a stock exchange in such jurisdiction;

clearing house.

“Company” shall mean GEMINI INVESTMENTS (HOLDINGS) LIMITED 盛洋投資(控股)有限公司;

the Company.

“Companies Ordinance” or “Ordinance” shall mean the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), any subsidiary legislation providing relevant administrative, technical and procedural matters for implementation of the Companies Ordinance, and any amendments thereto or re-enactment thereof for the time being in force;

Companies Ordinance.

“Directors” shall mean directors of the Company for the time being, or as the case may be the directors assembled as a Board or a committee of the Board;

Directors.

“dividend” shall include scrip dividends, distributions in specie or in kind and capital distributions, if not inconsistent with the subject or context;

dividend.

“dollars” shall mean Hong Kong dollars, the lawful currency of Hong Kong;

dollars.

“Gazette” shall mean the Hong Kong Government Gazette;

Gazette.

“Hong Kong” shall mean the Hong Kong Special Administrative Region of the People’s Republic of China;

Hong Kong.

“Listing Rules” shall mean the Rules Governing the Listing of Securities on the Stock Exchange as amended from time to time;

Listing Rules.

“month” shall mean a calendar month;

month.

“newspaper” shall mean a newspaper published daily and circulating generally in Hong Kong;

newspaper.

“register” shall mean the register of members and includes any branch register to be kept pursuant to the provisions of the Companies Ordinance;

the register.

“seal” shall mean the common seal of the Company from time to time and include, unless the context otherwise require, any official seal that the Company may have as permitted by these Articles and the Companies Ordinance;

seal.

“Secretary” shall mean any person appointed by the Directors to perform any of the duties of that office and where two or more persons are appointed to act as joint secretaries, any one of those persons;

Secretary.



<p>“share” shall mean the existing ordinary shares in the capital of the Company and shall include, where applicable, all such other additional shares of the Company in the same, or different class, issued, allotted or otherwise converted from time to time in accordance with these Articles (including without limitation the non-voting convertible preference shares referred to in Article 5A);</p>	<p>Share.</p>
<p>“shareholders” or “members” shall mean the duly registered holders from time to time of the shares in the capital of the Company;</p>	<p>shareholders. members.</p>
<p>“special resolution” shall have the meaning ascribed thereto in Section 564 of the Companies Ordinance;</p>	<p>special resolution.</p>
<p>“Stock Exchange” shall mean The Stock Exchange of Hong Kong Limited;</p>	<p>Stock Exchange.</p>
<p>“writing” or “printing” shall include writing, printing, lithography, photography, type-writing and every other mode of representing words or figures in a legible and non-transitory form;</p>	<p>writing. printing.</p>
<p>words denoting the singular shall include the plural and words denoting the plural shall include the singular;</p>	<p>singular and plural.</p>
<p>words importing any gender shall include every gender; and</p>	<p>gender.</p>
<p>words importing persons shall include companies and corporations.</p>	<p>persons companies.</p>
<p>Subject as aforesaid, any words defined in the Ordinance shall, if not inconsistent with the subject and/or context, bear the same meanings in these Articles</p>	<p>words in Ordinance to bear same meaning in Articles.</p>

### **Name of Company**

- |  |                     |
|--|---------------------|
| <p>2B. The name of the Company is “<b>GEMINI INVESTMENTS (HOLDINGS) LIMITED 盛洋投資(控股)有限公司</b>”.</p> | <p>Company name</p> |
|--|---------------------|

### **Capacity and Powers of the Company**

- |   |                                |
|---|--------------------------------|
| <p>2C. The Company has the capacity, rights, powers and privileges of a natural person of full age and, in addition and without limit, the Company may do any act that it is permitted or required to do by these Articles or any ordinance or rule of law, and has power to acquire, hold and dispose of land.</p> | <p>Capacity of the Company</p> |
|---|--------------------------------|

### **Liabilities of the Members**

- |   |                              |
|---|------------------------------|
| <p>2D. The liability of the members of the Company is limited.</p>  | <p>Members' liabilities.</p> |
| <p>2E. The liability of the members of the Company is limited to any amount unpaid on the shares held by the members.</p> |                              |

## Share Capital and Modification of Rights

3. *Deleted*

4. (A) Without prejudice to any special rights for the time being attached to any existing shares, any share in one or different class may be allotted and issued upon such terms and conditions and with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, voting, return of share capital or otherwise, as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination, or so far as the same does not make specific provisions, as the Board may determine) and any share may be issued on terms that it is to be redeemed or is liable to be redeemed at the option of the Company or the holder, and the Board may determine the terms, conditions and manner of redemption of the shares.

Issue of shares.

(B) The Board may issue warrants to subscribe for any class of shares or securities of the Company on such terms as it may from time to time determine provided that, to the extent necessary under the Ordinance, prior to issue of such warrants, the Directors have received approval from the Company in general meeting to issue and allot shares upon exercise of subscription rights attached to such warrants.

5. (A) Without prejudice to any special rights conferred on the holders of any existing shares, the shares in the original or any increased capital of the Company may, subject to the provision of the Companies Ordinance, be divided into different class of shares as the Company may from time to time determine by a special resolution in general meeting.

How rights of shares may be modified.

(B) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Ordinance, be varied, modified or abrogated with the consent in writing of the holders of not less than 75% of the total voting rights of holders of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum at such meeting (other than at an adjourned meeting) shall be not less than two persons at least holding or representing by proxy or by authorized representative one third of the total voting rights of holders of the issued shares of that class and at an adjourned meeting, one person holding shares of that class or his proxy or his authorized representative shall be a quorum, and that any holder of shares of the class present in person or by proxy may demand a poll.

(C) The special rights conferred upon the holders of any shares or class

of shares shall not, unless otherwise expressly provided in the rights attaching thereto or the terms of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking pari passu therewith.

### **Convertible Preference Shares**

- 5A. The Convertible Preference Shares shall be non-voting shares and shall have attached thereto the rights and restrictions as set out in this Article 5A. The provisions of this Article 5A shall prevail over any inconsistency with any other provisions of these Articles. Unless the context otherwise requires:

Rights of Convertible Preference Shares.

(1) **Interpretation**

In these Terms, unless the context otherwise requires, the following expressions which apply exclusively to these Terms shall have the following meanings:

“Business Day” means a day (excluding a Saturday) on which banks in Hong Kong are open for business in Hong Kong throughout their normal business hours;

“CCASS” means the Central Clearing and Settlement System established and operated by the Hong Kong Securities Clearing Company Limited;

“Certificate” means a certificate issued by the Company in the name of the Convertible Preference Shareholder in respect of his/her/ its holding of one or more Convertible Preference Shares;

“Conversion Date” means, subject to Article 5A(5)(G), 12:00 noon (Hong Kong time) on the Business Day immediately following the date of the surrender of the relevant Certificate and delivery of the Conversion Notice therefor accompanied by the items referred to in Article 5A(5)(B);

“Conversion Notice” means a notice, in such form as the Directors may from time to time specify, duly completed by a Convertible Preference Shareholder stating that it wishes to exercise the Conversion Right in respect of Convertible Preference Shares;

“Conversion Period” means, in respect of any Convertible Preference Share, any time commencing from (i) 3:00 p.m. (Hong Kong time) on the first Business Day immediately after the Effective Date and (ii) up to 4:00 p.m. (Hong Kong time) on the date (except the date where the Register is closed) of all Convertible Preference Shares being converted in full (or such earlier date as may be required under the Statutes);

“Conversion Price” means HK\$6.0, subject to any adjustment in accordance with these Terms. For the avoidance of doubt, the Converting Shareholder(s) is/are not required to pay any additional

money upon conversion of the Convertible Preference Share(s) to Conversion Share(s), other than taxes and stamp, issue and registration duties (if any) arising on conversion;

“Conversion Right” means the right, subject to the provisions of the Terms, the Statutes and to any other applicable fiscal or other laws or regulations, to convert at any time during the Conversion Period any Convertible Preference Share at the Conversion Price;

“Conversion Share(s)” means Ordinary Share(s) to be issued upon an exercise of the Conversion Rights;

“Convertible Preference Share(s)” means the non-voting convertible preference share(s) in the share capital of the Company, the rights of which are set out in these Terms;

“Convertible Preference Shareholder” means a person or persons who is or are registered in the Preference Register as a holder or jointholders of Convertible Preference Shares;

“Converting Shareholder” means a Convertible Preference Shareholder all or some of whose Convertible Preference Shares are being or have been converted;

“Dividend” means any dividend payable or distribution made on the Convertible Preference Shares pursuant to Article 5A(2);

“Effective Date” means the first day immediately after the expiry of 28 days after the Second Supplemental Deed becoming unconditional in accordance with its terms and conditions;

“Group” means the Company and its subsidiaries;

“HK\$” or “Hong Kong dollars” means Hong Kong dollars, the lawful currency of Hong Kong;

“Issue Date” means, in respect of any Convertible Preference Share, the date on which the Convertible Preference Share is allotted and issued;

“Ordinary Share(s)” means fully paid ordinary share(s) in the capital of the Company of the class listed on the Stock Exchange or, where the context so requires, shares resulting from the re-designation or re-classification of all the Ordinary Shares outstanding, provided that if all of the Ordinary Shares are replaced by other securities (all of which are identical), the expression “Ordinary Share(s)” shall thereafter refer to those other securities;

“outstanding” means in relation to the Convertible Preference Shares, all the Convertible Preference Shares issued other than those in respect of which Conversion Rights have been exercised

and which have been cancelled;

“Pari Passu Share(s)” means share(s) in the capital of the Company ranking pari passu as regards income with the Convertible Preference Shares;

“Preference Register” means the register of Convertible Preference Shareholders required to be maintained by the Company pursuant to Article 5A(16)(B);

“Record Date” means the date and time by which a subscriber, transferee or holder of securities of the class in question would have to be registered in order to participate in or be entitled to the relevant distribution or rights;

“Reference Amount” means HK\$3.0, being the price at which each Convertible Preference Share was initially issued;

“Register” means the register of Shareholders of the Company maintained in Hong Kong;

“Relevant Convertible Preference Shares” means a Convertible Preference Share which is to be converted pursuant to a Conversion Notice;

“Second Supplemental Deed” means the second supplemental deed to the Subscription Agreement relating to 1,300,000,000 Non-Voting Convertible Preference Shares to be issued by Gemini Investments (Holdings) Limited dated 26 January 2018 entered into between the Company and Grand Beauty Management Limited;

“Shareholder” means the person who is duly registered in the Register as holder for the time being of any Ordinary Share or Ordinary Shares and includes persons who are jointly so registered and “Shareholders” means 2 or more of them;

“Statutes” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended from time to time, and every other act of the legislature of Hong Kong for the time being in force applying to or affecting the Company and/or these Articles;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Takeovers Code” means the Code on Takeovers and Mergers issued by the Securities and Futures Commission of Hong Kong (as may be amended from time to time); and

“Terms” means the terms of issue, rights and privileges of the Convertible Preference Shares and the restrictions to which they are subject as set out in this Article 5A and as may be amended from

time to time.

(B) In these Terms, references to:

“distribution” include references to any dividend or other distribution (including a distribution in specie) or capitalization issue;

“paragraphs” are references to the paragraphs of these Terms;

“property” include references to shares, securities, cash and other assets or rights of any nature; and

“dates” and “times” are references to dates and times in Hong Kong.

(2) **Income and Dividend**

(A) Subject to the Statutes and Articles 5A(2)(C) and 5A(2)(D), each Convertible Preference Share shall confer on the Convertible Preference Shareholder thereof the right to receive out of the profits of the Company lawfully available for distribution and resolved by the Board to be distributed a non-cumulative preferential dividend at the rate per annum as ascertained below on the Reference Amount *pari passu* with other *Pari Passu* Shares but otherwise in priority to any other class of shares in the capital of the Company from time to time in issue (including the Ordinary Shares) :-

- (i) (if applicable) in respect of the period from the Issue Date to 31 December 2014 (both days inclusive), at the interest rate of 1.937 per cent. per annum;
- (ii) in respect of the period from 1 January to 30 June (both days inclusive) of each year after 31 December 2014 up to and including 30 June 2017 (each “**First 6-Month Period**”), at the interest rate per annum equivalent to the annualized yield-to-maturity rate of the 10-year Government Bonds issued by the Hong Kong Government (or if such bonds are not available at the relevant time, such other similar debt instrument with 10-year maturity issued by other governmental authority with similar credit rating as the Hong Kong Government at the relevant time as the Company may determine in its absolute discretion) (the “**Relevant Debt Instrument**”) as quoted or posted by Bloomberg (or if such rate for the Relevant Debt Instrument is not available from Bloomberg at the relevant time, such other reputed organization, entity or institution as the Company may determine in its absolute discretion (the “**Alternative Entity**”)) as of 11:00 a.m. (Hong Kong

time) on the first Business Day of the First 6-Month Period; and

- (iii) in respect of the period from 1 July to 31 December of each year after 31 December 2014 up to and including 31 December 2017 (each “**Second 6-Month Period**”) and in respect of the period from 1 January 2018 to the Effective Date (both days inclusive) (the “**Interim Period**”), at the interest rate per annum equivalent to the annualized yield-to-maturity rate of the Relevant Debt Instrument as quoted or posted by Bloomberg (or if such rate for the Relevant Debt Instrument is not available from Bloomberg at the relevant time, the Alternative Entity) as of 11:00 a.m. (Hong Kong time) on the first Business Day of the Second 6-Month Period/the Interim Period (as applicable); and
- (iv) in respect of the period from the first day immediately after the Effective Date to 31 December 2018 (both days inclusive) and in respect of the period from 1 January to 31 December each year after 31 December 2018, at the interest rate of 3.0 per cent. per annum.

Save for the above, the Convertible Preference Shares shall not entitle the Convertible Preference Shareholders thereof to any further or other right of participation in the profits of the Company.

- (B) Subject to Articles 5A(2)(C) and 5A(2)(D), the Dividend shall accrue from the Issue Date and shall accrue from day to day and shall be calculated on the basis of a 365-day year and any Dividend accrued in respect of any year ending on 31 December shall be payable in HK dollars annually in arrears on 15 April of the following year (or the Business Day immediately before 15 April if such date is not a Business Day).
- (C) Subject to Article 5A(2)(D), the Dividends in respect of a given year (the “**Relevant Year**”) shall be (i) declared and paid only if the Company has profits lawfully available for distribution (taking account, for this purpose, of any other payments or distributions to be made at any time on or in respect of other Pari Passu Shares) to justify the payment of the Dividends for the Relevant Year, and (ii) reduced or extinguished in the following circumstances :-
  - (a) if the audited consolidated net profit after tax of the Group for the Relevant Year (the “**Audited Annual Profit**”) is less than the total amount of Dividends accrued on the Convertible Preference Shares in respect of the Relevant Year, the Dividend payable in respect of each Convertible Preference Share for

the Relevant Year shall be reduced proportionally to the extent and intent that following such reduction, the aggregate amount of the Dividends for all the Convertible Preference Shares in respect of the Relevant Year shall be equivalent to the amount of the Audited Annual Profit (for this purpose, the aforesaid two figures shall be deemed equivalent if their difference is less than HK\$100,000); and

- (b) if the Group records an audited consolidated loss (after tax) for the Relevant Year, no Dividend in respect of the Convertible Preference Shares for the Relevant Year shall be declared and paid by the Company.

In the event that no Dividends are paid in a Relevant Year or the amount of the Dividends for a Relevant Year are reduced or extinguished as provided above, the Dividends not paid and/or the amount of the Dividends so reduced shall be extinguished and not be carried forward.

- (D) Notwithstanding any provisions of these Articles, the Board may elect not to pay any Dividend in respect of any Relevant Year regardless of whether or not (a) the Company has sufficient distributable profits to cover the Dividend in respect of such Relevant Year or otherwise or (b) the Audited Annual Profit is more than the total amount of Dividends accrued on the Convertible Preference Shares in respect of the Relevant Year. In the event that the Company elects not to pay the Dividends in respect of any Relevant Year, the Dividends not paid in respect of the Relevant Year shall be extinguished and not be carried forward.

### **(3) Capital**

On a return of capital on liquidation or otherwise (but not on conversion) the Convertible Preference Shares shall confer on the Convertible Preference Shareholders the right to be paid, in priority to any return of assets in respect of any other class of shares in the capital of the Company, *pari passu* as between themselves, an amount equal to the aggregate Reference Amount of the Convertible Preference Shares plus any accrued but unpaid Dividends. The Convertible Preference Shares shall not confer on the holders thereof any further or other right to participate in the assets of the Company.

### **(4) Ranking**

The Company shall not (unless such sanction has been given by the Convertible Preference Shareholders as would be required for a variation of the special rights attaching thereto or unless otherwise provided in the Articles) create or issue any shares ranking as



regards order in the participation in the profits of the Company or in the assets of the Company on a winding-up or otherwise in priority to the Convertible Preference Shares, but the Company may create or issue, without obtaining the consent of the Convertible Preference Shareholders, shares ranking pari passu in all respects (including as to class) with the Convertible Preference Shares.

**(5) Conversion**

- (A) Each Convertible Preference Share shall confer on the holder thereof the Conversion Right.
- (B) Subject to Article 5A(5)(D), any Convertible Preference Shareholder may exercise the Conversion Right in respect of all or part (any conversion in part being in amounts of or integral multiples of 500,000 Convertible Preference Shares, and the aggregate Reference Amount of the Relevant Convertible Preference Shares be not less than HK\$1,500,000) of the Convertible Preference Shares held by him/ her/ it at any time during the Conversion Period subject to the provisions of the Statutes and any other applicable fiscal and other laws and regulations by delivering a duly signed and completed Conversion Notice to the Company accompanied by:
  - (a) the Certificates in respect of the Relevant Convertible Preference Shares and such other evidence (if any) as the Directors may reasonably require to prove the title of the person exercising such right (or, if such Certificates have been lost or destroyed, such evidence of title and such indemnity as the Directors may reasonably require); and
  - (b) banker's cashier orders or similar instruments payable to the Company in respect of all taxes and stamp, issue and registration duties (if any) arising on conversion.

A Conversion Notice shall not be effective if:

- (i) it is not accompanied by the Certificates in respect of the Relevant Convertible Preference Shares and such other evidence (if any) as the Directors may reasonably require to prove the title of the person exercising such right (or, if such Certificates have been lost or destroyed, such evidence of title and such indemnity as the Directors may reasonably require);
- (ii) it is not accompanied by banker's cashier orders or similar instruments payable to the Company in

respect of all taxes and stamp, issue and registration duties (if any) arising on conversion; and

- (iii) it does not include a declaration and confirmation that (a) the beneficial owner of the Relevant Convertible Preference Shares, and of the Conversion Shares, is not a resident or national of any foreign jurisdiction where the exercise of the Conversion Rights attached to the Relevant Convertible Preference Shares is prohibited by any law or regulation of that jurisdiction or where compliance with such laws or regulations would require filing or other action by the Company; or that delivery of the Relevant Convertible Preference Shares or Conversion Shares will not result in a breach of any exchange control, fiscal or other laws or regulations for the time being applicable; and (b) to the extent that following such conversion, it will not trigger a mandatory offer obligation under Rule 26 of the Takeovers Code on the Converting Shareholder and parties acting in concert with it in relation to the securities of the Company.
- (C) The number of Conversion Shares to be issued on each conversion shall be determined by dividing the aggregate Reference Amount of the Relevant Convertible Preference Shares by the Conversion Price applicable on the Conversion Date provided that no fraction of an Ordinary Share arising on conversion shall be allotted and all fractional entitlements shall be dealt with in accordance with Article 5A(11).
  - (D) Conversion of the Convertible Preference Shares shall be effected in such manner as the Directors shall, subject to these Terms, these Articles, the Statutes and to any other applicable law and regulations, from time to time determine provided that no conversion shall take place (i) to the extent that following such conversion, it will trigger a mandatory offer obligation under Rule 26 of the Takeovers Code on the part of the Converting Shareholder and parties acting in concert with it in relation to the securities of the Company; or (ii) if immediately after such conversion, the public float of the Ordinary Shares falls below the minimum public float requirements stipulated under the Listing Rules or as required by the Stock Exchange. For the avoidance of doubt, the Company shall have the right not to issue any Conversion Share(s) to such holder(s) of the Convertible Preference Share(s) exercising the Conversion Rights in either of the circumstances specified in (i) or (ii) above in this Article 5A(5)(D).
  - (E) Mechanics of Conversion: the Company shall cancel the

Relevant Convertible Preference Shares and in consideration of which the Company shall issue to the relevant Converting Shareholder all Conversion Shares issuable upon such conversion in accordance with this Article 5A(5).

- (F) The Company shall allot and issue the Conversion Shares to the Converting Shareholder and shall register the Converting Shareholder as holder(s) of the relevant number of Conversion Shares in the Register and procure that certificates in respect of the Conversion Shares, together with a new Certificate for any unconverted Convertible Preference Shares comprised in the Certificate(s) surrendered by the Converting Shareholder, are issued within 5 Business Days after the relevant Conversion Date. Such conversion shall be deemed to have been made at the close of business on the date when the register of Shareholders of the Company is updated, and the person entitled to receive the Conversion Shares issuable upon such conversion shall be treated, for all purposes, as the record holder of such Conversion Shares on such date (the “**Entry Date**”). If the Converting Shareholder has also requested in the Conversion Notice, and to the extent permitted under the rules and procedures of the CCASS effective from time to time, all necessary actions should be taken to procure delivery of the Conversion Shares through the CCASS for so long as the Ordinary Shares are listed on the Stock Exchange.
- (G) If and whenever any conversion takes place after the occurrence of an event specified in Article 5A(7)(A) or Article 5A(7)(AA) but before the amount of the relevant adjustment to the Conversion Price (if any) shall have been calculated in accordance with the provisions of Article 5A(7)(A) or Article 5A(7)(AA) (as applicable), the Conversion Date shall be deemed to fall on the Business Day after the date the adjustment made to the Conversion Price in respect of the relevant event has become effective.
- (H) In the event a notice is given by the Company to its Shareholders to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company at the same time it despatches such notice to each Shareholder shall give notice thereof to all Convertible Preference Shareholders (together with a notice of the existence of the provisions of this Article 5A(5)(H)) and thereupon, each Convertible Preference Shareholder shall be entitled to exercise all or any of his/ her/ its Conversion Rights at any time not later than five Business Days prior to the date of the general meeting of the Company by providing the Company a Conversion Notice duly completed and executed together with the Certificates, cashier orders and, where appropriate,

other items listed in Article 5A(5)(B)(a) and (b) whereupon the Company shall, subject to the Statutes, as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the general meeting, allot the Conversion Shares to the holder(s) of the Relevant Convertible Preference Shares, credited as fully paid. There shall not be any issuance of Conversion Shares and/or alteration in the status of the Shareholders after the commencement of winding-up unless permitted under the Statutes.

- (I) Effective on the Conversion Date, the rights of the Converting Shareholder in respect of Convertible Preference Shares whose Conversion Rights have been exercised shall cease. For the avoidance of doubt, the right of the relevant Converting Shareholder to Dividend shall cease to accrue from the Conversion Date in respect of the Convertible Preference Shares being the subject of the Conversion Notice. Subject to Articles 5A(2)(C) and 5A(2)(D), any Dividend accrued and payable to the relevant Converting Shareholder in respect of the Convertible Preference Shares being the subject of the Conversion Notice before the Conversion Date in any given year ending on 31 December shall be payable to the relevant Converting Shareholder on 15 April of the following year (or the Business Day immediately before 15 April if such date is not a Business Day) out of the profits of the Company lawfully available for distribution and resolved by the Board to be distributed. The relevant Conversion Shares shall be credited as fully paid and, subject to the proviso of Article 5A(6), rank *pari passu* in all respects with the Ordinary Shares then in issue save that they shall not entitle the holders to any dividend or other distribution declared, paid or made upon the Ordinary Shares prior to the relevant Entry Date of such Conversion Shares.

**(5A) Non-Redemption**

All Convertible Preference Shares are non-redeemable by the Company and the Convertible Preference Shareholders shall have no right to request the Company to redeem any of the Convertible Preference Shares.

**(5B) Restriction against conversion of the Convertible Preference Shares**

Notwithstanding any provisions in this Article 5A, no Convertible Preference Shareholder shall be entitled to exercise the Conversion Rights to convert the Convertible Preference Shares into Ordinary Shares at any time on or before the Effective Date, regardless of whether the then Conversion Price in force is higher than the then market price of the Ordinary Shares or the then consolidated net

asset value of the Company attributable to each Ordinary Share.

(6) **Conversion Shares**

The Conversion Shares shall, save as provided for in these provisions, rank pari passu in all respects with the Ordinary Shares in issue on the Entry Date, and shall, subject to the proviso of this Article 5A(6), entitle the holders thereof to all distributions paid or made on the Ordinary Shares by reference to a Record Date falling after the Entry Date, provided that if a Record Date after the Entry Date is in respect of any distribution in respect of any financial period of the Company ended prior to such Entry Date, the holders of the Conversion Shares will not be entitled to such distribution.

(7) **Adjustments to the Conversion Price**

(A) If while any of the Convertible Preference Shares remain outstanding, the Company shall sub-divide or consolidate the Ordinary Shares or shall issue any new Ordinary Shares pursuant to any bonus issue, the Conversion Price applicable to any subsequent conversion shall in the case of a sub-division or bonus issue be decreased or in the case of a consolidation be increased proportionally. Each such adjustment shall be effective from the commencement of business in Hong Kong on the Business Day immediately following the date on which such consolidation or sub-division or bonus issue becomes effective.

(A) If the Company should issue, at any time on or before (and including) 30 June 2018, any new shares or convertible securities of the Company to any person other than a person who is a Convertible Preference Shareholder on the date of such new issuance (the "**New Issuance**"), the Conversion Price shall be reduced, concurrently with and effective from the completion of the New Issuance, to HK\$3.0, provided that: (i) such Conversion Price shall only be HK\$3.0 in respect of such number of Convertible Preference Shares (in such integral multiple) (the "**Adjusted Convertible Preference Shares**") which will enable the Converting Shareholder to increase its shareholding to no less than, but closest to, its equity shareholding (excluding its shareholding in any Convertible Preference Shares) in the Company (taking into account the New Issuance and any outstanding convertible and/or exchangeable securities of the Company (other than the Convertible Preference Shares) on an as converted and fully dilutive basis) immediately before completion of the New Issuance; and (ii) the number of Adjusted Convertible Preference Shares shall not exceed 203,466,429.

(B) Save as provided in Articles 5A(7)(A) and 5A(7)(AA), no adjustment will be made to the Conversion Price as a result

of any other changes to the share capital of the Company, including without limitation, any scrip dividend or other distribution, right issue and other issue of shares, option to subscribe for or any other securities convertible into Ordinary Shares.

- (C) On any adjustment, the resultant Conversion Price, if not an integral multiple of one-tenth (1/10) of a Hong Kong cent, shall be rounded down to the nearest one-tenth (1/10) of a Hong Kong cent.
- (D) Whenever the Conversion Price is adjusted as herein provided, the Company shall, as soon as possible, but not later than five (5) Business Days after the relevant adjustment has been determined, give notice of the same to the Convertible Preference Shareholder(s) (setting forth the event giving rise to the adjustment, the Conversion Price in effect prior to such adjustment, the adjusted Conversion Price and the effective date thereof). For the avoidance of doubt, nothing herein should oblige the Company to disclose any information which is not public information to the Convertible Preference Shareholder(s) or where it is not legally permissible to disclose such information.
- (E) Any adjustment to the Conversion Price shall not in any event result in an increase in the Conversion Price (except upon any consolidation of the Ordinary Shares).
- (F) Every adjustment to the Conversion Price shall be certified in writing by an approved investment bank unless otherwise agreed by the Convertible Preference Shareholder(s).
- (G) The Company shall make available for inspection at its principal place of business in Hong Kong at all times after the effective date of the adjustment in the Conversion Price and so long as any Convertible Preference Shares remain outstanding, a signed copy of the certificate of the approved investment bank and a certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Conversion Price in effect prior to the adjustment, the adjusted Conversion Price and the effective date thereof and shall, on request of a Convertible Preference Shareholder(s), send a copy thereof to such Convertible Preference Shareholder(s).

**(8) Undertakings**

So long as any Convertible Preference Share remains capable of being converted into Ordinary Shares:

- (A) the Company will use its reasonable endeavours (a) to maintain a listing for all the issued Ordinary Shares on the

Stock Exchange, and (b) to obtain and maintain a listing on the Stock Exchange for all Conversion Shares issued on the exercise of the Conversion Rights;

- (B) the Company will send to each Convertible Preference Shareholder, by way of information, one copy of every document sent to any Shareholder in their capacity as shareholders, at the same time as it is sent to such Shareholder; and
- (C) without the prior consent from the Convertible Preference Shareholders obtained in the manner mentioned below, the Company shall not, at any time on or before the Effective Date, issue or agree to issue any new Ordinary Shares, whether for cash or for acquiring assets, at a price per Ordinary Share which is less than the then consolidated net asset value of the Company attributable to each Ordinary Share, which, for this purpose, shall be ascertained by dividing (AA) the consolidated net asset value of the Company as of the date (the “**Relevant Date**”) to which the latest published consolidated financial statements of the Company (whether annual, interim or otherwise) were then made up, by (BB) the total number of the Ordinary Shares in issue on the Relevant Date, PROVIDED THAT the above restriction shall not apply to:
  - (i) an issue of Ordinary Shares upon the exercise of the Conversion Rights to convert the Convertible Preference Shares into Ordinary Shares; or
  - (ii) the granting of options from time to time which carry rights to acquire, or the issue upon exercise of such options of, Ordinary Shares to eligible participants pursuant to any share option scheme of the Company adopted for the benefits of, inter alia, the employees of the Group.

The above consent for issue of new Ordinary Shares shall be deemed to be obtained with the consent in writing of the holders of not less than 75% of the total voting rights of the Convertible Preference Shareholders or with the sanction of a special resolution passed at a separate general meeting of the Convertible Preference Shareholders.

## **(9) Meetings**

- (A) The Convertible Preference Shares shall not confer on the holders thereof the right to attend and vote at a general meeting of the Company, unless a resolution is to be proposed at a general meeting of the Company for winding up the Company or a resolution is to be proposed which if passed would (subject to any consents required for such

purpose being obtained) vary or abrogate the rights or privileges of the Convertible Preference Shareholders, in which event the Convertible Preference Shares shall confer on the holder thereof the right to receive notice of, and to attend and vote at, that general meeting, save that such holders may not vote upon any business dealt with at such general meeting except the election of a chairman, any motion for adjournment or relating to the proceedings of the general meeting and the resolution for winding up or the resolution which if passed would (subject to any consents required for such purpose being obtained) so vary or abrogate the rights and privileges of the Convertible Preference Shareholders.

- (B) If the Convertible Preference Shareholders are entitled to vote on any resolution, then at the relevant general meeting or separate general meeting of the Convertible Preference Shareholders, all resolutions put to the vote at the general meeting must be decided by way of poll and every Convertible Preference Shareholder who is present in person or by proxy or attorney or (being a corporation) by a duly authorized representative shall have one vote for each Conversion Share which would have been issued to him/her/ it had he/ she/ it exercised the Conversion Right 48 hours preceding the date of such general meeting or separate general meeting of the Convertible Preference Shareholders.

**(10) Payments**

- (A) Unless any other manner of payment is agreed between the Company and any Convertible Preference Shareholder, payment of Dividends, other cash distributions and moneys due on conversion to such Convertible Preference Shareholder shall be made by the Company posting a cheque in Hong Kong dollars (or in the case of payments which are to be made in another currency, such other currency) addressed to that Convertible Preference Shareholder at his/ her/ its registered address appearing on the Preference Register as at the relevant Record Date and at his/ her/ its own risk.
- (B) Subject to Article 5A(10)(A), where any property (including Conversion Shares and share certificates in respect of them) is to be allotted, transferred or delivered to any Convertible Preference Shareholder, the Company may make such arrangements with regard to such allotment, transfer or delivery as it may deem appropriate and in particular, without limitation, may appoint any person on behalf of that Convertible Preference Shareholder to execute any transfers, renunciations or other document and may make arrangements for the delivery of any document or property to that Convertible Preference Shareholder at his/ her/ its



risk. All share certificates and other documents of title to which any person is entitled shall be posted to him/ her/it by the Company addressed to him/ her/it at his/her/its registered address appearing on the Preference Register as at the relevant Record Date or, if none, the date of posting and at his/ her/its risk.

- (C) All payments or distributions with respect to Convertible Preference Shares held jointly by two or more persons shall be paid or made to whichever of such persons is named first in the Preference Register and the making of any payment or distribution in accordance with this sub-provision shall discharge the liability of the Company in respect thereof.

**(11) Fractions**

No fraction of an Ordinary Share arising on conversion shall be allotted to the holder of the Relevant Convertible Preference Share(s) otherwise entitled thereto but such fractions will, when practicable, be aggregated and sold and the net proceeds of sale will then be distributed pro rata among such holders unless in respect of any holding of Relevant Convertible Preference Shares the amount to be so distributed would be less than HK\$100, in which case such amount will not be so distributed but will be retained for the benefit of the Company. Unless otherwise agreed between the Company and a Converting Shareholder, if more than one Convertible Preference Share shall fall to be converted pursuant to any one Conversion Notice, the number of Ordinary Shares to be issued upon conversion shall be calculated on the basis of the aggregate Reference Amounts of the Relevant Convertible Preference Shares. For the purpose of implementing the provisions of this Article 5A(11), the Company may appoint some person to execute transfers, renunciations or other documents on behalf of persons entitled to any such fraction and generally may make all arrangements which appear to it to be necessary or appropriate for the settlement and disposal of fractional entitlements.

**(12) Taxation**

All payments of amounts equal to the Reference Amount and Dividends in respect of Convertible Preference Shares shall be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Hong Kong or any authority therein or thereof (other than any withholding or deduction on account of any income tax, capital gains tax or other tax or duties of a similar nature) unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law.

**(13) Restricted Holders**

No Convertible Preference Shares may be allotted and issued to any individual or entity who shall as a result become, and no Conversion Rights may be exercised by any Convertible Preference Shareholder who is, a Restricted Holder (as hereinafter defined). The exercise of any Conversion Rights by a Convertible Preference Shareholder shall constitute a confirmation, representation and warranty by the Converting Shareholder to the Company that such Converting Shareholder is not a Restricted Holder and that all necessary governmental, regulatory or other consents or approvals and all formalities have been obtained and observed by such Converting Shareholder to enable him/her/it to exercise legally and validly the relevant Conversion Rights, to hold the Conversion Shares allotted and issued upon exercise of the Conversion Rights and the Company to legally and validly allot the Conversion Shares. For the purposes of this Article 5A(13), a “**Restricted Holder**” means a Convertible Preference Shareholder who is a resident or national of any jurisdiction other than Hong Kong under the laws and regulations of which an exercise of Conversion Rights by such Convertible Preference Shareholder or the performance by the Company of the obligations expressed to be assumed by it under these Terms or the allotment and issue and holding of the Convertible Preference Shares and/or the Conversion Shares cannot be carried out lawfully or cannot be carried out lawfully without the Company first having to take certain actions in such jurisdiction.

**(14) Replacement of Certificates**

If any Certificate is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the Company upon payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Company may reasonably require and on payment of such fee as the Company may determine. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

**(15) Notices**

Subject to the Statutes, a notice given pursuant to this Article 5A may not be revoked except with the consent in writing of the Company. Notices to Convertible Preference Shareholders shall be given in accordance with these Articles.

**(16) Transfers and Certificates**

- (A) The provisions of these Articles relating to the transfer of shares and share certificates shall apply in relation to the Convertible Preference Shares, subject to the provisions of this Article 5A and the Statutes.
- (B) The Company shall maintain and keep a full and complete

register at such location in Hong Kong as it shall from time to time determine of the Convertible Preference Shares and the Convertible Preference Shareholders from time to time. Such register shall contain details of conversion and/or cancellation of any Convertible Preference Shares and the issue of any replacement Certificates issued in substitution for any mutilated, defaced, lost, stolen or destroyed Certificates and of sufficient identification details of all Convertible Preference Shareholders from time to time.

- (C) All Convertible Preference Shares are transferable, except where any Convertible Preference Share is intended to be transferred to a connected person (as defined in the Listing Rules) of the Company (other than the associate (as defined in the Listing Rules) of the transferring Convertible Preference Shareholder), such transfer shall comply with the requirements under the Listing Rules and/or requirements imposed by the Stock Exchange (if any).

## **(17) Prescription**

Any Convertible Preference Shareholder who has failed to claim distributions or other property or rights within six years of their having been made available to him/her/it will not thereafter be able to claim such distributions or other property or rights which shall be forfeited and reverted to the Company. The Company shall retain such distributions or other property or rights but shall not at any time be a trustee in respect of any such distributions or other property or rights nor accountable for any income or other benefits derived therefrom.

## **Shares**

6. The Company may exercise any powers conferred or permitted by the Companies Ordinance or any other applicable laws from time to time to buy back its own shares or to give directly or indirectly, by means of a loan, guarantee, the provision of security or otherwise, financial assistance for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company and should the Company buy back its own shares neither the Company nor the Board shall be required to select the shares to be bought back rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares provided always that any such buy-back or financial assistance shall only be made or given in accordance with any relevant rules or regulations issued by the Stock Exchange or the Securities and Futures Commission of Hong Kong from time to time.
7. The Company may from time to time, subject to the provisions of the Companies Ordinance, alter its share capital as permitted by section 170 of the Companies Ordinance.

Shares buy-back and  
finance assistance.

Power to alter capital.

8. Without prejudice to any special rights previously conferred on the holders of existing shares, any new shares shall be allotted and issued upon such terms and conditions and with such preferred, deferred, or other special rights and privileges, or such restrictions, annexed thereto as the general meeting of the Company resolving upon the creation thereof shall direct and, if no direction be given, subject to the provisions of the Companies Ordinance and of these Articles, as the Board shall determine; and in particular such shares may be allotted and issued with a preferential or qualified right to dividends and in the distribution of the assets of the Company and with a special or without any right of voting.
- On what conditions new shares may be issued.
9. The Company may, in accordance with the Companies Ordinance, before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance, to all the existing holders of any class of shares in proportion as nearly as may be to the number of shares of such class held by them respectively, or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination, or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the capital of the Company existing prior to the issue of the new shares.
- When to be offered to existing members.
10. Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be treated as if it formed part of the original capital of the Company and such shares shall be subject to the provisions contained in these Articles with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, cancellation, surrender, voting and otherwise.
- New shares to form part of original capital.
11. Subject to the provisions of the Companies Ordinance (and in particular Sections 140 and 141 thereof) and of these Articles relating to new shares, all unissued shares in the Company shall be at the disposal of the Board, which may offer, allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, at such times, for such consideration and on such terms as the Board shall in its absolute discretion think fit.
- Shares at the disposal of the Board.
12. The Company may in connection with the issue of any shares exercise all powers of paying commission conferred or permitted by the Companies Ordinance.
- Company may pay commissions.
13. *Deleted*
14. Except as otherwise expressly provided by these Articles or as required by law or as ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- Company not to recognise trust in respect of shares.

## Register of Members and Share Certificates

15. (A) The Board shall cause to be kept a register of the members and there shall be entered therein the particulars required under the Companies Ordinance. Register of members.
- (B) Subject to the provisions of the Companies Ordinance, if the Board considers it necessary or appropriate, the Company may establish and maintain a branch register of members at such locations outside Hong Kong as the Board thinks fit.
16. Every person whose name is entered as a member in the register shall be entitled without payment to receive, within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide), one certificate for all his shares or, if he shall so request, in a case where the allotment or transfer is of a number of shares in excess of the number for the time being forming a stock exchange board lot, upon payment, in the case of a transfer, such fee as the Stock Exchange may, from time to time, determine or authorise to be the maximum payable for every certificate after the first or such lesser sum as the Directors shall from time to time determine, such number of certificates for shares in stock exchange board lots or multiples thereof as he shall request and one for the balance (if any) of the shares in question, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue a certificate or certificates to each such person, and the issue and delivery of a certificate or certificates to one of several joint holders shall be sufficient delivery to all such holders. Share certificates.
17. (A) At the absolute discretion of the Company and subject to the Companies Ordinance and the Listing Rules, every certificate of shares or that which represents any other securities in the Company may be issued under a seal of the Company or under any official seal kept by the Company pursuant to Section 126 of the Companies Ordinance. Seal and signatures on share certificate.
- (B) Each certificate, whether or not a seal is affixed, shall bear the autographic signature of at least one Director and the Secretary or at least two Directors or any one or more other persons authorized for the purpose by the Board, provided that the Board may by resolution determine (either generally or in any particular case or cases) that such signatures shall be dispensed with, or shall be affixed by means of some method or system of mechanical signature.
- (C) Each certificate to which such official seal as is referred to in paragraph (A) of this Article shall be affixed need not bear any signatures.
18. Every share certificate shall specify the number, class and distinguishing numbers (if any) of the shares in respect of which it is issued, and may otherwise be in such form as the Board may from time to time prescribe. No certificate shall be issued representing shares of more than one class. If at any Every certificate to specify number of shares.

time the share capital of the Company is divided into different classes of shares, every share certificate shall comply with Section 179 of the Companies Ordinance. A share certificate shall relate to only one class of shares.

19. The Company shall not be bound to register more than four persons as joint holders of any share and if any share shall stand in the names of two or more persons, the person first named in the register shall be deemed the sole holder thereof as regards service of notices and, subject to the provisions of these Articles, all or any other matters connected with the Company, except the transfer of the share. Joint holders.
20. If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, as the Stock Exchange may, from time to time, determine or authorise to be the maximum payable or such lesser sum as the Board may determine and on such terms and conditions, if any, as to publication of notices, evidence and indemnity, as the Directors think fit. As regards the loss of share certificate, compliance for replacement certificate shall be made in accordance with Sections 162 to 169 of the Companies Ordinance. Replacement of shares certificates.
- Lien**
21. The Company shall have a first and paramount lien on every share (not being a fully paid up share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such share; and the Company shall also have a first and paramount lien and charge on all shares (other than fully paid up shares) standing registered in the name of a single member for all the debts and liabilities of such member or his estate to the Company and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such member, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person, whether a member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends and bonuses declared in respect thereof. The Board may resolve that any share shall for some specified period be exempt wholly or partially from the provisions of these Articles. Company's lien.  
  
Lien extends to dividends and bonuses.
22. The Company may sell in such manner as the Board thinks fit any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable or specifying the liability or engagement and demanding fulfillment or discharge thereof and giving notice of intention to sell in default, shall have been given to the registered holder for the time being of the shares or the person entitled by reason of such holder's death or bankruptcy to the shares. Sale of shares subject to lien.
23. The net proceeds of such sale after the payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability or Application of proceeds of sale.

engagement in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser thereof and may enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

### Call on Shares

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| 24. | The Board may from time to time make such calls as it may think fit upon the members in respect of any monies unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times. A call may be made payable either in one sum or by instalments.  | Calls.<br><br>Instalments                                    |
| 25. | Seven days' notice at least of any call shall be given specifying the time and place of payment and to whom such call shall be paid.  | Notice of call.  |
| 26. | A copy of the notice referred to in Article 25 shall be sent to members in the manner in which notices may be sent to members by the Company as herein provided.  | Copy of notice to be sent to member.                         |
| 27. | Every member upon whom a call is made shall pay the amount of every call so made on him to the person and at the time or times and place or places as the Directors shall appoint.  | Every member liable to pay call at appointed time and place. |
| 28. | Notice of the person appointed to receive payment of every call and of the times and places appointed for payment may be given to the members by notice to be inserted once in the Gazette and once at least in both an English language newspaper in English and a Chinese language newspaper in Chinese.  | Notice of call may be advertised.                            |
| 29. | A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed.   | When call deemed to have been made.                          |
| 30. | The joint holders of a share shall be severally as well as jointly liable for the payment of all calls and instalments due in respect of such share or other moneys due in respect thereof.   | Liability of joint holders.                                  |
| 31. | The Board may from time to time at its discretion extend the time fixed for any call, and may extend such time as to all or any of the members, whom from residence outside Hong Kong or other cause the Board may deem entitled to any such extension but no member shall be entitled to any such extension except as a matter of grace and favour.                          | Board may extend time fixed for call.                        |
| 32. | If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the person or persons from whom the sum is due shall pay interest for the same at such rate not exceeding twenty per cent. per annum as the Board shall fix from the day appointed for the payment thereof to the time of the actual payment, but the | Interest on unpaid calls.                                    |

Board may waive payment of such interest wholly or in part.

33. No member shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another member) at any general meeting, either personally or by proxy, or be reckoned in a quorum, or to exercise any other privilege as a member until all calls or instalments due from him to the Company, whether alone or jointly with any other person, together with interest and expense (if any) shall have been paid. Suspension of privileges while call unpaid.
34. On the trial or hearing of any action or other proceedings for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register as the holder, or one of the holders, of the shares in respect of which such debt accrued; that the resolution making the call is duly recorded in the minute book; and that notice of such call was duly given to the member sued, in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt. Evidence in action for call.
35. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture and the like, shall apply as if such sums had become payable by virtue of a call duly made and notified. Sums payable on allotment deemed a call.
36. The Board may, if it thinks fit, receive from any member willing to advance the same, and either in money or money's worth, all or any part of the money uncalled and unpaid or instalments payable upon any shares held by him, and upon all or any of the moneys so advanced the Company may pay interest at such rate (if any) as the Board may decide. The Board may at any time repay the amount so advanced upon giving to such member not less than one month's notice in writing of their intention in that behalf; unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. Payment of calls in advance.

### **Transfer of Shares**

37. All transfers of shares may be effected by transfer in writing in the usual common form or in such other form as the Board may accept. All instruments of transfer must be left at the registered office of the Company or at such other place as the Board may appoint. For purpose of this Article, the Board may, on such terms and subject to such conditions as the Board may think fit, accept the machine imprinted or mechanically produced signature of the transferor or the transferee as the valid signature of the transferor or the transferee. Form of transfer
38. The instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case in which they think fit in their discretion so to do. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in Execution of Transfer.



the register in respect thereof. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.

39. The Board may, in its absolute discretion, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve, and it may also refuse to register any transfer of any share to more than four joint holders or any transfer of any share (not being a fully paid up share) on which the Company has a lien. Directors may refuse to register a transfer.
40. If the Board shall refuse to register a transfer of any share, it shall, within two months after the date on which the transfer was lodged with the Company, send to each of the transferor and the transferee notice of such refusal provided that if any of the transferor or transferee should request for a statement of the reasons for the refusal, it must within twenty-eight days after receiving the request send the statement of the reasons for the refusal or register the transfer. Notice of Refusal.
41. The Board may also decline to recognise any instrument of transfer unless:- Requirements as to transfer.
- (i) such fee as the Stock Exchange may, from time to time, determine or authorise to be the maximum payable or such lesser sum as the Board may from time to time require is paid to the Company in respect thereof;
  - (ii) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
  - (iii) the instrument of transfer is in respect of only one class of share;
  - (iv) the shares concerned are free of any lien in favour of the Company; and
  - (v) the instrument of transfer is properly stamped.
42. No transfer shall be made to an infant or to a person of unsound mind or under other legal disability. No transfer to an infant etc.
43. Upon every transfer of shares the certificate held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall be issued without charge to the transferee in respect of the shares transferred to him, and if any of the shares included in the certificate so given up shall be retained by the transferor a new certificate in respect thereof shall be issued to him without charge. The Company shall also retain the transfer. Certificate of transfer.
44. The registration of transfers may be suspended and the register closed at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended or the register be closed for more than thirty days in any year. When transfer books and register may be closed.

## Transmission of Shares

45. In the case of the death of a member, the survivor or survivors where the deceased was a joint holder and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him. Death of registered holder or of joint holders of shares.
46. Subject to the Companies Ordinance, any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence as to his title being produced as may from time to time be required by the Board, and subject as hereinafter provided, either be registered himself as holder of the share or elect to have some person nominated by him registered as the transferee thereof. Registration of personal representatives and trustee in bankruptcy.
47. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have his nominee registered, he shall testify his election by executing to his nominee a transfer of such share. All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a notice or transfer executed by such member. Notice of election to be registered.  
  
Registration of nominee.
48. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. However, the Board may, if it thinks fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Article 86 being met, such a person may vote at meetings. Retention of dividends, etc., until transfer of transmission of shares of a deceased or bankrupt member.

## Forfeiture of Shares

49. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Board may, at any time during such time as any part thereof remains unpaid, without prejudice to the provisions of Article 33, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and which may still accrue up to the date of actual payment and all expenses that may have been incurred by the Company by reason of such non-payment. If call or instalment not paid notice may be given.
50. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited. Form of notice.

51. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share, and not actually paid before the forfeiture. If notice not complied with, shares may be forfeited.
52. Any share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, cancelled or otherwise disposed of on such terms and in such manner as the Board thinks fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Board thinks fit. Forfeited shares to be deemed property of Company.
53. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, unless the terms of allotment of the shares in respect of which a call is made and remains unpaid otherwise provide, notwithstanding forfeiture, remain liable to pay to the Company all moneys which, at the date of forfeiture, were payable by him to the Company in respect of the shares, together with (if the Board shall in its discretion so require) interest thereon from the date of forfeiture until payment at such rate not exceeding twenty per cent. per annum as the Directors may prescribe, and the Board may enforce the payment thereof as it thinks fit, and without any deduction or allowance for the value of the shares, at the date of forfeiture, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares. For the purposes of this Article any sum which, by the terms of issue of a share, is payable thereon at a fixed time which is subsequent to the date of forfeiture, shall notwithstanding that time has not yet arrived be deemed to be payable at the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of actual payment. Arrears to be paid notwithstanding forfeiture.
54. A statutory declaration in writing that the declarant is a Director or Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. Evidence of forfeiture.
55. When any share shall have been forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register. Notice after forfeiture.
56. Notwithstanding any such forfeiture as aforesaid the Directors may at any time, before any share so forfeited shall have been sold, re-allotted, cancelled or otherwise disposed of, permit the share forfeited to be redeemed upon the Power to redeem forfeited shares.

terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as they think fit.

57. The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payable thereon. Forfeiture not to prejudice Company's right to call or instalment.
58. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, as if the same had been payable by virtue of a call duly made and notified. Forfeiture for non-payment of any sum due on shares.
59. *Deleted*
60. *Deleted*
61. *Deleted*
62. *Deleted*

### **Alteration of Capital**

63. (A) Subject to the provisions of the Companies Ordinance and without prejudice to the powers conferred by Section 170 of the Companies Ordinance, the Company may from time to time by ordinary resolution:-
- (i) consolidate all of its shares capital into smaller number of shares than its existing number; on any consolidation of fully paid shares into shares of larger amount, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of shares to be consolidated determine which particular shares are to be consolidated into each consolidated share, and if it shall happen that any person shall become entitled to fractions of a consolidated share or shares, such fractions may be sold by some person appointed by the Board for that purpose and the person so appointed may transfer the shares so sold to the purchaser thereof and the validity of such transfer shall not be questioned, and so that the net proceeds of such sale (after deduction of the expenses of such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated share or shares rateably in accordance with their rights and interests or may be paid to the Company for the Company's benefit;
- (ii) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, or have been forfeited in accordance with these Articles; and Consolidation and division of capital and sub-division and cancellation of shares.

(iii) sub-divide its shares into larger number of shares than its existing number, subject nevertheless to the provisions of the Companies Ordinance.

(B) The Company may by special resolution reduce its share capital or in any manner authorised and subject to any conditions prescribed by law. Reduction of capital.

### **Borrowing Powers**

64. The Board may from time to time at its discretion exercise all the powers of the Company to raise or borrow or to secure the payment of any sum or sums of money for the purposes of the Company and to mortgage or charge its undertaking, property and uncalled capital or any part thereof. Power to borrow.
65. The Board may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and, in particular, by the issue of debentures, debenture stock, bonds or other securities of the Company, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. Conditions on which money may be borrowed.
66. Debentures, debenture stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. Assignment.
67. Any debentures, debenture stock, bonds or other securities may be issued and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise. Special privileges.
68. (A) The Board shall cause a proper register to be kept, in accordance with the provisions of the Companies Ordinance, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Companies Ordinance in regard to the registration of mortgages and charges therein specified and otherwise. Register of charges to be kept.
- (B) If the Company issues a series of debentures or debenture stock not transferable by delivery, the Directors shall cause a proper register to be kept of the holders of such debentures in accordance with the provisions of the Companies Ordinance. Register of debenture or debenture stock.
69. Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the members or otherwise, to obtain priority over such prior charge. Mortgage of uncalled capital.

### **General Meetings**

70. The Company shall, in respect of each of its financial years, hold a general meeting as its annual general meeting within such period as required by the Companies Ordinance. The annual general meeting shall be convened by the When annual general meeting to be held.

Board and to be held, subject to these Articles, at such time and place as it thinks fit.

71. All general meetings other than annual general meetings shall be called extraordinary general meetings. Extraordinary general meeting.
72. The Directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on requisition, as provided by the Companies Ordinance, or, in default, may be convened by the requisitionists. Convening of extraordinary general meeting.
73. An annual general meeting shall be called by twenty-one days' notice in writing at the least, and all other general meetings of the Company shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place (and if the meeting is to be held in two or more places, the principal place of the meeting and the other place or places of the meeting), the day and the hour of meeting and the general nature of the business to be dealt with at the meeting, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to all members of the Company and also to the Auditors, provided that subject to the provisions of the Companies Ordinance, a meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed:- Notice of meetings.
- (i) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
  - (ii) in the case of any other general meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all members.
74. (A) The accidental omission to give any such notice to, or the non-receipt of any such notice by, any person entitled to receive notice shall not invalidate any resolution passed or any proceeding at any such meeting. Omission to give notice.
- (B) In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice shall not invalidate any resolution passed or any proceeding at any such meeting.

### **Proceedings at General Meetings**

75. *Deleted*
76. (A) For all purposes the quorum for a general meeting shall be three members entitled to vote at the meeting present in person or by proxy. No business shall be transacted at any general meeting unless Quorum.

the requisite quorum shall be present at the commencement of the business.

- (B) The Board may, at its absolute discretion, arrange for members to attend a general meeting by simultaneous attendance and participation at meeting location(s) using electronic means at such location or locations in any part of the world as the Board may, at its absolute discretion, designate. The members entitled to vote present in person or by proxy at the meeting location(s) shall be counted in the quorum for, and entitled to vote at, the subject general meeting, and that meeting shall be duly constituted and its proceedings shall be valid provided that the Chairman of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that members attending at all the meeting locations are able to hear all those persons present and speak at the principal meeting location and at any other meeting location held by electronic means and be heard by all other persons in the same way. The Chairman of the meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting location.
77. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week and at such time and place as shall be decided by the Board, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present in person shall be a quorum and may transact the business for which the meeting was called.
78. The Chairman of the Board shall take the chair at every general meeting, or, if there be no such Chairman or, if at any general meeting such Chairman shall not be present within ten minutes after the time appointed for holding such meeting, or he declines to take the chair at such meeting, the Directors present shall choose one of their number as Chairman of the meeting, and if no Director be present or if all the Directors present decline to take the chair, then the members present shall choose one of their number to be Chairman of the meeting.
79. The Chairman may, with the consent of any general meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for fourteen days or more, at least seven clear days' notice, specifying the place (and if the meeting is to be held in two or more places, the principal place of the meeting and the other place or places of the meeting), the day and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

General meetings at two or more places

When if quorum not present meeting to be dissolved and when to be adjourned.

Chairman of general meeting

Power to adjourn general meeting, business of adjourned meeting.

80. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless voting by way of a poll is required by the Listing Rules or a poll is (before or on the declaration of the result of the show of hands) demanded:-

What is to be evidence of the passing of a resolution where poll not demanded.

- (i) by the Chairman; or
- (ii) by at least three members present in person or by proxy for the time being entitled to vote at the meeting; or
- (iii) by any member or members present in person or by proxy and representing not less than five per cent of the total voting rights of all the members having the right to vote at the meeting.

If the Chairman, before or on the declaration of the result on a show of hands, knows from the proxies received by the Company that the result on a show of hands will be different from that on a poll, the Chairman must demand a poll.

Unless a poll be so demanded, and the demand is not withdrawn, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.

Evidence of passing of a resolution where poll not demanded.

81. If a poll is demanded as aforesaid, it shall (subject as provided in Article 82) be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded as the Chairman directs. No notice need to be given of a poll not taken immediately. The demand for a poll may be withdrawn, with the consent of the Chairman, at any time before the close of the meeting or the taking of the poll, whichever is the earlier. The result of the poll, whether or not declared by the Chairman at the meeting, or any adjourned meeting thereof, shall be deemed to be the resolution of the meeting at which the poll was demanded. The poll result, as recorded in the scrutineers' certificate and signed by the scrutineer, shall be the conclusive evidence of such resolution of the meeting without proof. The Company shall record in the minutes of the general meeting such result of the poll in accordance with the Companies Ordinance.

Poll.

82. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.

In what case poll taken without adjournment.

83. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection of any vote, the Chairman shall determine the same, and such determination shall be final and conclusive.

Chairman to have casting vote.



84. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Business may proceed notwithstanding demand for poll.

**Votes of Members**

85. Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of shares or stipulated in the terms of issue of any shares, at any general meeting on a show of hands, subject to Section 588 of the Companies Ordinance, every member who (being an individual) is present in person or by proxy or (being a corporation), save and except for a clearing house (or its nominee(s)) pursuant to Article 96A, is present by a representative duly authorised under section 606 of the Companies Ordinance or by proxy, shall have one vote. If a member appoints more than one proxy, the proxies so appointed are not entitled to vote on the resolution on a show of hands. On a poll every member present in person or by proxy or being a corporation is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder which is fully paid up or credited as fully paid up and shall have for every partly paid share of which he is the holder the fraction of one vote equal to the proportion which the amount paid up or credited as paid up thereon bears to the subscription price of the share (but no amount paid or credited as paid up on a share in advance of calls or instalments shall be treated for the purposes of this Article as paid up on the share). On a poll a member entitled to more than one vote need not use all his votes or cast all the votes in the same way.

Votes of Members.

85A. Where any member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such member in contravention of such requirement or restriction shall not be counted.

Admissibility of votes.

86. Any person entitled under Article 46 to be registered as a shareholder may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that at least 48 hours before the time of the holding of the meeting or adjourned meeting (as the case may be) at which he proposes to vote, he shall satisfy the Directors of his right to be registered as the holder of such shares or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Votes in respect of deceased and bankrupt members.

87. Where there are joint registered holders of any share, any one of such person may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto: but if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purposes of this Article be deemed joint holders thereof.

Joint holder.

- 88. A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonus or other person in the nature of a committee, receiver or curator bonus appointed by that court, and any such committee, receiver, curator bonus or other person may on a poll vote by proxy.

Votes of member of unsound mind.
  
- 89. (A) Save as expressly provided in these Articles, no person other than a member duly registered and who shall have paid everything for the time being due from him payable to the Company in respect of his shares shall be entitled to be present or to vote (save as proxy for another member) either personally or by proxy, or to be reckoned in a quorum, at any general meeting.

(B) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman, whose decision shall be final and conclusive.

Qualification for voting.
  
- 90. Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. On a poll or a show of hands votes may be given either personally or by proxy. A proxy need not be a member of the Company. A member may appoint more than one proxy to attend on the same occasion. Notwithstanding anything contained in these Articles, where a member of the Company is a clearing house (or its nominee(s)), a proxy or proxies appointed by such member shall be entitled to separate votes on a show of hands.

Proxies
  
- 91. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney authorised in writing, or if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorized.

Instrument appointing proxy to be in writing.
  
- 92. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a deposited notarially certified copy of that power or authority shall be (i) deposited at the registered office of the Company or at such other place as is specified in the notice of meeting or in the instrument of proxy issued by the Company or (ii) if an electronic address is specified by the Company, in the notice of meeting or in the instrument of proxy issued by the Company, specifically for the purpose of receiving such instruments and the aforesaid authorities and documents for that meeting, sent or transmitted by electronic means to such electronic address subject to any conditions or limitations imposed by the Company, in each case not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, or in the case of a poll taken more than 48 hours after it was demanded, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. Only documents actually received by the Company shall be taken into account by the Company. No instrument appointing a proxy shall be valid

Appointment of proxy must be deposited.

after expiration of twelve months from the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date. In calculating the notice periods for depositing the instrument appointing a proxy, no account is to be taken of any part of a day that is a public holiday. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned and in such event, the instrument appointing a proxy shall be deemed to be revoked.

93. Every instrument of proxy, whether for a specified meeting or otherwise, shall be in such form as the Directors may from time to time approve provided that in any event, such form shall include a provision whereby the shareholder may, if he so elects, indicate whether his proxy is directed to vote for or against the resolution in question. Form of proxy.
94. The instrument appointing a proxy to vote at a general meeting shall: (i) be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit; and (ii) unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates. Authority under instrument appointing proxy.
95. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental incapacity of the principal or revocation of the proxy or power of attorney or other authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, mental incapacity, revocation or transfer as aforesaid shall have been received by the Company at its registered office, or at such other place as is referred to in Article 92, at least 48 hours before the time fixed for holding the meeting or adjourned meeting (or, in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll) at which the vote is given or shall have been received by the Secretary or the Chairman of the meeting on the day and at the place of the meeting. In calculating the notice periods set out above, no account is to be taken of any part of a day that is a public holiday. Only such intimation in writing actually received by the Company shall be taken into account by the Company. When vote by proxy valid though authority revoked.
96. Any corporation which is a member of the Company may, by resolution of its directors or other governing body or by power of attorney, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise as if it were an individual member of the Company. References in these Articles to a member present in person at a meeting shall, unless the context otherwise requires, include a corporation which is a member represented at the meeting by such duly authorized representative. Corporation acting by representatives at meetings
- 96A. Where a member is a clearing house (or its nominee(s)), it may authorise such persons as it thinks fit to act as its representatives or proxies at any meeting of the Company or at any meeting of any class of members provided that the Authorised representatives of clearing house.

authorisation or proxy form shall specify the number and class of shares in respect of which each such representative or proxy is so authorized. Each person so authorised under the provisions of this Article shall be entitled to exercise the same rights and powers on behalf of the clearing house (or its nominee(s)) as if such person were the registered holder of the shares of the Company held by the clearing house (or its nominee(s)) in respect of the number and class of shares specified in the relevant authorisation or proxy form including the right to vote individually on a show of hands.

### **Registered Office**

97. The registered office of the Company shall be at such place in Hong Kong as the Board shall from time to time appoint. Registered Office.

### **Board of Directors**

98. The number of Directors shall not be less than two. The Directors shall cause to be kept a register of the Directors and Secretaries, and there shall be entered therein the particulars required by the Companies Ordinance. Constitution of Board.
99. The Board shall have power from time to time and at any time to appoint any person as a Director either to fill a casual vacancy or as an addition to the Board. Any Director so appointed by the Board shall hold office only until the next following general meeting of the Company (in the case of filling a casual vacancy) or until the next following annual general meeting of the Company (in the case of an addition to the Board), and shall then be eligible for re-election at the meeting, but he/she shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation in case he/she retires at an annual general meeting. Board may fill vacancies
100. (A) A Director may at any time by notice in writing signed by him delivered to the registered office of the Company or at a meeting of the Board, appoint any person (including another Director) to act as alternate Director in his place during his absence and may in like manner at any time determine such appointment. If such person is not another Director, such appointment, unless previously approved by the Board, shall have effect only upon and subject to being so approved. Alternate Directors.
- (B) The appointment of an alternate Director shall determine on the happening of any event which, were he a Director, would cause him to vacate such office or if his appointor cease to be a Director.
- (C) An alternate Director shall (except when absent from Hong Kong) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a Director and for the purposes of the proceedings at such meeting as an alternate for more than one Director his voting rights shall be cumulative. If his appointor is for the time being absent from Hong Kong or otherwise not available or unable to act, his signature to any

resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committee of the Directors, the foregoing provisions of this paragraph shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. An alternate Director shall not, save as aforesaid, have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

- (D) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

101. A Director shall not be required to hold any qualification shares. No qualification shares for Directors.
102. The Directors shall be entitled to receive by way of remuneration for their services such sum as shall from time to time be determined by the Company in general meeting, such sum (unless otherwise directed by the resolution by which it is voted) to be divided amongst the Directors in such proportions and in such manner as the Board may agree, or, failing agreement, equally, except that in such event any Director holding office for less than the whole of the relevant period in respect of which the remuneration is paid shall only rank in such division in proportion to the time during such period for which he has held office. Directors' remuneration.
103. Subject to the terms of their appointment, the Directors shall also be entitled to be repaid all travelling and hotel expenses reasonably incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to and from board meetings, committee meetings or general meetings or otherwise incurred whilst engaged in the business of the Company. Directors' expenses.
104. The Board may grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be made payable by way of salary or commission or participation in profits or otherwise as may be arranged. Special remuneration.
105. Notwithstanding Articles 102, 103 and 104, the remuneration of a managing director, joint managing director, deputy managing director or other executive director or a director appointed to any other office in the management of the Company shall from time to time be fixed by the Board and may be by way of salary, commission, or participation in profits or otherwise or by all or any of those modes and with such other benefits (including pension and/or gratuity and/or other benefits on retirement) all allowances as the Board may from time to time decide. Such remuneration shall be in addition to his Remuneration of Managing Directors, etc.

remuneration as a Director.

106. (A) Director shall vacate his office:-

When office of  
Director to be vacated.

- (i) If he becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors generally.
- (ii) If he becomes a mentally incapacitated person.
- (iii) If he absents himself from the meetings of the Board during a continuous period of six months, without special leave of absence from the Board, and his alternate Director (if any) shall not during such period have attended in his stead, and the Board passes a resolution that he has by reason of such absence vacated his office.
- (iv) If he becomes prohibited from being a Director by reason of any order made under any provision of the Companies Ordinance or any ordinance or any rule of law.
- (v) If by notice in writing delivered to the Company at its registered office he resigns his office.
- (vi) If he shall be removed from office by notice in writing served upon him signed by all his co-Directors.
- (vii) If, having been appointed to an office under Article 108, he is dismissed or removed therefrom by the Board under Article 109.
- (viii) If he shall be removed from office by an ordinary resolution of the Company under Article 122.

(B) No Director shall be required to vacate office or be ineligible for re-election or re-appointment as a Director and no person shall be ineligible for appointment as a Director by reason only of his having attained any particular age.

107. (A) Subject to the Companies Ordinance, the Listing Rules and any other applicable laws or regulations, no Director or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or position in the management, administration or conduct of the business of the Company or as vendor, purchaser or otherwise, nor (subject to the interest of the Director being duly declared) shall any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

Directors may hold  
offices of profit and  
contract with  
Company.

- (B) A Director may hold any other office or place of profit with the Company (except that of the Auditors) in conjunction with his office of Director for such period (subject to the Companies Ordinance, the Listing Rules and other applicable laws or regulations) and upon such terms as the Directors may decide and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the Directors may decide, either in addition to or in lieu of any remuneration under any other provision of these Articles.
- (C) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditors of the Company.
- (D) Any Director may continue to be or become a member or director of, or hold any other office or place of profit under, any other company in which the Company may be interested, and no such Director shall be accountable for any dividend, remuneration, superannuating payment or other benefits received by him as a member or director of, or holder of any other office or place of profit under, any such other company. The Directors may also cause any voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as they think fit, including the exercise of the voting power or power of appointment in favour of the appointment of the directors or any of them as directors or officers of the other company or in favour of the payment of remuneration to the directors or officers of the other company.
- (E) If a Director or any of his associates or an entity connected with the Director is, in any way, whether directly or indirectly, interested in a transaction, arrangement or contract or a proposed transaction, arrangement or contract with the Company, the Director shall, if such transaction, arrangement or contract or proposed transaction, arrangement or contract is significant in relation to the Company's business and the Director's interest or the interest of his associate or the entity connected with the Director (as applicable) is material, declare the nature and extent of his interest or the interest of his associate or the entity connected with the Director (as applicable) in accordance with:
- (i) sections 536 to 538 of the Companies Ordinance and these Articles; and
  - (ii) any requirements prescribed by the Company for the declarations of interests of Directors in force from time to time.
- (F) A declaration of interest by a Director under Article 107(E) in a transaction, arrangement or contract that has been entered into must

be made as soon as reasonably practicable and a declaration of interest by a Director under Article 107(E) in a proposed transaction, arrangement or contract must be made before the Company enters into the transaction, arrangement or contract.

- (G) A declaration of interest by a Director must be:
  - (i) made at a Board meeting;
  - (ii) made by a notice in writing and sent by the Director to the other Directors; or
  - (iii) made by a general notice by the Director.
- (H) A notice for the purposes of Article 107(G)(ii) must be sent:
  - (i) in hard copy form or, if the recipient has agreed to receive it in electronic form, in the electronic form so agreed; and
  - (ii) by hand or by post or, if the recipient has agreed to receive it by electronic means, by the electronic means so agreed.
- (I) If a declaration to Directors under Article 107(E) is made by notice in writing:
  - (i) the making of the declaration is to be regarded as forming part of the proceedings at the next Board meeting after the notice is given; and
  - (ii) section 481 of the Ordinance applies as if the declaration had been made at that meeting.
- (J) A general notice by a Director for the purposes of Article 107(G)(iii) is a notice to the effect that:
  - (i) the Director has an interest (as member, officer, employee or otherwise) in a body corporate or firm specified in the notice, and is to be regarded as interested in any transaction, arrangement or contract that may, after the effective date of the notice, be entered into by the Company with the specified body corporate or firm; or
  - (ii) the Director is connected with a person specified in the notice (other than a body corporate or firm), and is to be regarded as interested in any transaction, arrangement or contract that may, after the effective date of the notice, be entered into by the Company with the specified person.
- (K) A general notice under Article 107(G)(iii) must state:
  - (i) the nature and extent of the Director's interest in the specified body corporate or firm; or



- (ii) the nature of the Director's connection with the specified person.
- (L) A general notice must be given at a Board meeting, or in writing and sent to the Company.
- (M) A general notice given at a Board meeting takes effect on the date of the Board meeting. A general notice given in writing and sent to the Company takes effect on the twenty-first day after the day on which it is sent to the Company.
- (N) A Director shall not vote (or be counted in the quorum at a meeting) in respect of any resolution concerning his own appointment (including fixing or varying its terms), or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, those proposals may be divided and a separate resolution may be put in relation to each Director and in that case each of the Directors concerned (if not otherwise debarred from voting under this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns his own appointment or the termination of his own appointment.
- (O) A Director shall also not vote (or be counted in the quorum at a meeting) in relation to any resolution relating to any transaction, arrangement or contract or other proposal in which he or any of his associates or any entity connected with him has an interest which is to his knowledge a material interest and, if he purports to do so, his vote shall not be counted, but this prohibition shall not apply and a Director may vote (and be counted in the quorum) in respect of any resolution concerning any one or more of the following matters:
  - (i) the giving to him or any of his associates or any entity connected with him of any guarantee, indemnity or security in respect of money lent or obligations undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries;
  - (ii) the giving to a third party of any guarantee, indemnity or security in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself or any of his associates or any entity connected with him has assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;
  - (iii) where the Company or any of its subsidiaries is offering securities in which offer the Director or any of his associates

or any entity connected with him is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which any of them is to participate;

- (iv) any contract in which he or any of his associates or any entity connected with him is interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his or their interest in shares or debentures or other securities of the Company;
- (v) any contract concerning the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to Directors, their associates, any entity connected with them and employees of the Company or of any of its subsidiaries and does not provide in respect of any Director or any of his associates or any entity connected with him as such any privilege or advantage not accorded to the employees to which the fund or scheme relates;
- (vi) any contract for the benefit of employees of the Company or of any of its subsidiaries under which the Director or any of his associates or any entity connected with him benefits in a similar manner to the employees and which does not accord to any Director or any of his associates or any entity connected with him as such any privilege or advantage not accorded to the employees to whom the contract relates; and
- (vii) any contract for the purchase or maintenance for any Director or Directors of insurance against any liability.

References in this paragraph (O) to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.

- (P) If any question arises at any meeting as to the materiality of an interest of a Director (other than the Chairman of the meeting) or any of his associates or any entity connected with him or as to the entitlement of any Director (other than the Chairman of the meeting) to vote and the question is not resolved by his voluntarily agreeing to abstain from voting, the question shall be referred to the Chairman of the meeting and his ruling in relation to the Director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Director or any of his associates or any entity connected with him concerned, so far as known to him, has not been fairly disclosed. If any question shall arise in respect of the Chairman of the meeting or any of his associates or any entity connected with him and is not resolved by his voluntarily agreeing to abstain from voting, the question shall be decided by a resolution of the Directors (for which purpose the Chairman shall be counted in the quorum but shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature or extent of the interest

of the Chairman or any of his associates or any entity connected with him, so far as known to him, has not been fairly disclosed.

- (Q) For the purposes of this Article 107, references to an entity connected with a Director shall be construed in accordance with section 486 of the Ordinance.
- (R) Subject to the Companies Ordinance, the Company may by ordinary resolution suspend or relax the provisions of this Article 107 to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article 107.

### **Managing Directors, etc.**

- 108. The Board may from time to time appoint any one or more of its body to the office of managing director, joint managing director, deputy managing director, or other executive director and/or such other office in the management of the business of the Company as it may decide for such period and upon such terms as it thinks fit and upon such terms as to remuneration as it may decide in accordance with Article 105. Power to appoint  
Managing Directors, etc.
- 109. Every Director appointed to an office under Article 108 shall, subject to the provisions of any contract between himself and the Company with regard to his employment in such office, be liable to be dismissed or removed therefrom by the Board. Removal of Managing  
Director, etc.
- 110. A Director appointed to an office under Article 108 shall be subject to the same provisions as to resignation and removal as the other Directors, and he shall (subject to the provisions of any contract between him and the Company) ipso facto and immediately cease to hold such office if he shall cease to hold the office of Director for any cause. Cessation of  
appointment.
- 111. The Directors may from time to time entrust to and confer upon a managing director, joint managing director, deputy managing director or executive director all or any of the powers of the Directors that they may think fit. But the exercise of all powers by such Director shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked or varied. Powers may be  
delegated.

### **Management**

- 112. (A) Subject to any exercise by the Directors of the powers conferred by Articles 113 to 115, the management of the business of the Company shall be vested in the Directors who, in addition to the powers and authorities by these Articles expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done or approved by the Company and are not hereby or by the Companies Ordinance expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of the Companies Ordinance and of these Articles and to any regulations from time to time made by the Company in general meeting not being inconsistent with such General powers of  
Company vested in  
Directors.

provisions or these Articles, provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

(B) Without prejudice to the general powers conferred by these Articles, it is hereby expressly declared that the Directors shall have the following powers:-

- (i) To give to any person the right or option of requiring at a future date that an allotment shall be made to him of any share at such consideration as the Directors determine.
- (ii) To give to any Directors, officers or servants of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration.

### **Manager**

113. The Directors may from time to time appoint a general manager, manager or managers of the Company and may fix his or their remuneration either by way of salary or commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes and pay the working expenses of any of the staff of the general manager, manager or managers who may be employed by him or them upon the business of the Company.

Appointment and remuneration of managers.

114. The appointment of such general manager, manager or managers may be for such period as the Board may decide and the Board may confer upon him or them all or any of the powers of the Board as it may think fit.

Tenure of office and powers.

115. The Directors may enter into such agreement with any such general manager, manager or managers upon such terms and conditions in all respects as the Directors may in their absolute discretion think fit, including a power for such general manager, manager or managers to appoint an assistant manager or managers or other employees whatsoever under them for the purpose of carrying on the business of the Company.

Terms and conditions of appointment.

### **Rotation of Directors**

116. At each annual general meeting one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest to but not less than one-third, shall retire from office by rotation such that every Director, including those appointed for a specific term, shall be subject to retirement by rotation at least once every three years or such other period as the Listing Rules may from time to time prescribe. The Directors to retire in every year shall be those who have been longest in office since their last election but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree between themselves) be determined by lot. The retiring Directors shall be eligible for re-election.

Rotation and retirement of Directors.

117. The Company at any general meeting at which any Directors retire in manner aforesaid may fill the vacated office by electing a like number of persons to be Directors. Any person so elected shall hold office only until the next following general meeting of the Company and shall then be eligible for re-election at the meeting, but he/she shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation in case he/she retires at an annual general meeting. Meeting to fill up vacancies.
118. If at any general meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled, the retiring Directors or such of them as have not had their places filled shall be deemed to have been re-elected and shall, if willing, continue in office until the next annual general meeting and so on from year to year until their places are filled, unless Retiring Directors to remain in office till successors appointed.
- (i) it shall be expressly resolved at such meeting to reduce the number of Directors; or
- (ii) it is expressly resolved at such meeting not to fill up such vacated offices; or
- (iii) in any such case the resolution for re-election of a Director is put to the meeting and lost.
119. The Company may from time to time in general meeting by ordinary resolution increase or reduce the number of Directors but so that the number of Directors shall never be less than two. Power of general meeting to increase or reduce number of Directors.
120. No person, other than a retiring Director, shall be eligible for election to the office of Director at any general meeting, unless notice in writing by a member (not being the person to be proposed) entitled to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election as a Director and notice in writing by that person of his willingness to be elected shall have been lodged at the registered office of the Company in the period commencing no earlier than the day after the despatch of the notice of the general meeting appointed for such election and ending no later than seven days prior to the date of such meeting, provided that such period shall be at least seven days. Notice to be given when person proposed for election
121. The Company shall keep at its office a register containing all the particulars of the Directors as are required by the Companies Ordinance to be kept therein and shall from time to time notify to the Registrar of Companies any change that takes place in such Directors or their particulars as required by the Companies Ordinance. Register of Directors and notification
122. The Company may by ordinary resolution remove any Director (including a managing or other executive Director, but without prejudice to any claim for damages under any contract) before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director and may elect another person in his stead. Any person so elected shall hold office only until the next following general meeting of the Company and shall then be eligible for re-election at the meeting, but he/she shall not be taken into account in determining the Power to remove Director by ordinary resolution

Directors or the number of Directors who are to retire by rotation in case he/she retires at an annual general meeting.

### **Proceedings of the Directors**

123. The Directors may meet together anywhere in Hong Kong for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine the quorum necessary for the transaction of business. Unless otherwise determined two Directors shall be a quorum. For the purposes of this Article an alternate Director shall be counted in a quorum but, notwithstanding that an alternate Director is an alternate for more than one Director, he shall for quorum purposes count as only one Director. Any member of the Board of Directors or any committee of the Board may participate in and shall be counted in a quorum at a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting are capable of hearing each other.
- Meeting of Directors Quorum, etc.
124. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board. Notice thereof shall be given to each Director either in writing or by telephone, facsimile or (if the recipient consents to it given to him in electronic form) by electronic means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it made available on a website) by making it available on a website or in such other manner as the Board may from time to time determine, provided that notice need not be given to any Director for the time being absent from Hong Kong. A Director may waive notice of any meeting and any such waiver may be prospective or retrospective.
- Convening of Board Meeting.
125. Questions arising at any meeting of the Board shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote.
- How questions to be decided
126. The Directors may elect a chairman of their meetings and determine the period (not being a period extending beyond the date of the annual general meeting at which such chairman is due to retire by rotation under Article 116) for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
- Chairman.
127. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Directors generally.
- Power of meeting.
128. The Directors may delegate any of their powers to committees consisting of such member or members of their body as the Directors think fit, and they may from time to time revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes, but every committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to
- Power to appoint committee and to delegate.

time be imposed upon it by the Directors.

129. All acts done by any such committee in conformity with such regulations and in fulfillment of the purposes for which it is appointed, but not otherwise, shall have the like force and effect as if done by the Directors, and the Directors shall have power, with the consent of the Company in general meeting, to remunerate the members of any special committee, and charge such remuneration to the current expenses of the Company. Acts of committee to be of same effect as act of Directors.
130. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained (including without limitation Article 133) for regulating the meetings and proceedings of the Directors. Proceedings of committee.
131. All acts bona fide done by any meeting of the Directors or by a committee of Directors or by any person acting as a Director shall, notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of such Director or persons acting as aforesaid or that they or any of them were disqualified, be as valid if every such person had been duly appointed and was qualified to be a Director. When acts of Directors or committee to be valid notwithstanding defects.
132. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose. Directors' powers when vacancies exist.
133. A resolution signed by all the Directors (or by all the members of a Board committee) except such as are temporarily unable to act through ill-health or disability, and all the alternate Directors, if appropriate, whose appointors are temporarily unable to act as aforesaid shall (provided that such number is sufficient to constitute a quorum and further provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors for the time being entitled to receive notices of Board meetings or members of the Board committee concerned in the same manner as notices of meetings are required to be given by these Articles) be as valid and effectual as a resolution passed at a meeting of the Board (or such Board committee) duly convened and held and may consist of several documents in like form each signed by one or more Directors (or his or their alternates) or members of the Board committee concerned. A copy of the resolution bearing the signature of a Director or a member of such Board committee sent by fax message or other electronic means by a Director or his alternate Director or a member of such Board committee shall be deemed to be a document signed by him for the purpose of this Article. Resolutions in writing.

### **Secretary**

134. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board. Anything by the Companies Ordinance or these Articles required or authorised to be done by or to the Appointment of Secretary.

Secretary, if the office is vacant or there is for any other reason no Secretary capable of acting, may be done by or to any assistant or deputy secretary, or if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Board.

135. The Secretary shall be an individual ordinarily resident in Hong Kong. Residence.
136. A provision of the Companies Ordinance or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary. Same person not to act in two capacities at once.

### **General Management and Use of the Seal**

- 137 (A) The Board shall provide for the safe custody of the seal which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which the seal shall be affixed shall be signed by any one Director and the Secretary or any two Directors or any one or more persons appointed by the Board for the purpose, provided that the Board may either generally or in any particular case or cases resolve (subject to such restrictions as to the manner in which the seal may be affixed as the Board may determine) that such signatures or any of them may be affixed to certificates for shares or debentures or representing any other form of security by some mechanical means or in printed form other than autographic to be specified in such resolution or that such certificates need not be signed by any person. Every instrument executed in manner provided by this Article shall be deemed to be sealed and executed with the authority of the Directors previously given. Notwithstanding the foregoing, the Company may execute a document as a deed in any manner as may be permitted by the Companies Ordinance or any other applicable law. Custody of seal.
- (B) The Company may have an official seal for use abroad under the provisions of the Companies Ordinance where and as the Board shall determine, and the Company may by writing under the seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company for the purpose of affixing and using such official seal and they may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the seal, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid. Official seal for use aboard.
138. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, indorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine. The Company's banking accounts shall be kept with such banker or bankers as the Board shall from time to time determine. Cheques and banking arrangements.
139. (A) The Board may from time to time and at any time, by power of Power to appoint



attorney or other document executed as a deed, appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers authorities and discretions vested in him.

attorney.

(B) The Company may, by an instrument executed as a deed, empower any person, either generally or in respect of any specified matter, as its attorney to execute deeds and instruments on its behalf and to enter into contracts and sign the same on its behalf and every deed signed by such attorney on behalf of the Company and under his seal shall bind the Company and have the same effect as if it were under the seal of the Company.

Execution of deeds by attorney.

140. The Board may establish any committees, local boards or agencies for managing any of the affairs of the Company, either in Hong Kong or elsewhere, and may appoint any persons to be members of such committees, local boards or agencies and may fix their remuneration, and may delegate to any committee, local board or agent any of the powers, authorities and discretions vested in the Board (other than its powers to make calls and forfeit shares), with power to sub-delegate, and may authorise the members of any local board or any of them to fill any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

Local boards.

141. The Board may establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or is allied or associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and holding or who have held any salaried employment or office in the Company or such other company, and the wives, widows, families and dependants of any such persons. The Board may also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and may make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. The Board may do any of the matters aforesaid,

Power to establish pension funds.

either alone or in conjunction with any such other company as aforesaid. Any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

### **Capitalisation of Reserve**

142. (A) The Company may at any time and from time to time, upon the recommendation of the Directors, by ordinary resolution resolve that any sum not required for the payment or provision of any fixed preferential dividend and standing, at the time the ordinary resolution is passed or, if such resolution is conditional, at the time it becomes unconditional, to the credit of any reserve accounts of the Company or to the credit of profit and loss account (whether or not the same be available for distribution) be capitalised, and that such sum be appropriated as capital to and amongst the holders of ordinary shares in the capital of the Company in proportion to the number of ordinary shares held by them respectively at the time the ordinary resolution is passed or, if such resolution is conditional, at the time it becomes unconditional or at such other time as may be stipulated in such resolution, and that the Directors shall in accordance with such resolution apply such sum in paying up in full or in part the issue price of any shares or debentures of the Company on behalf of such holders of ordinary shares in the capital of the Company, and appropriate such shares or debentures to and distribute the same credited as fully or partly paid up amongst such holders of ordinary shares in the capital of the Company in the proportions aforesaid in satisfaction of their shares and interests in the said capitalised sum, or shall apply such sum or any part thereof on behalf of such holders of ordinary shares in the capital of the Company in paying up the whole or part of any amounts which shall for the time being be unpaid in respect of any issued shares in the Company held by them respectively, or otherwise deal with such sum as directed by such resolution.
- Power to capitalize.
- (B) Where any difficulty arises in respect of any such distribution, the Directors may settle the same as they think expedient, and in particular they may make such provisions as they think proper for the case of shares or debentures becoming distributable in fractions (including, but without limitation, provisions for the issue of fractional certificates, for the sale and distribution of the proceeds of sale of shares or debentures representing such fractions, and provisions whereby the benefit of fractional entitlements accrue to the Company rather than the members concerned) and further the Directors may fix the value for distribution of any fully paid-up shares or debentures, make cash payment to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any shares or debentures in trustees upon such trusts for the persons entitled to share in the distribution as may seem just and expedient to the Directors. When deemed requisite, a proper contract for the allotment and acceptance of any shares or debentures to be distributed as aforesaid shall be executed and (if necessary) filed in accordance
- Effect of resolution to capitalise.

with any applicable provisions of the Companies Ordinance and every other ordinance for the time being in force concerning companies and affecting the Company, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the distribution, and such appointment shall be effective, and the contract may provide for the acceptance by such persons of the shares or debentures to be allotted to them respectively in satisfaction of their claims in respect of the sum so distributed, and any such contract shall be effective and binding on all such persons.

143. *Deleted*

### **Dividends and Reserves**

144. The Company in general meeting may declare dividends in any currency to be paid to the members, according to their rights and interests in the profits, and may fix the time for payment of such dividend, but no dividends shall exceed the amount recommended by the Board. Power to declare dividends.
145. (A) Subject to the provisions of the Companies Ordinance and of these Articles and to any rights, privileges or restrictions for the time being attached to any shares in the capital of the Company having preferential or special rights in regard to dividend, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls, provided that if any share be issued upon terms providing that it shall rank for dividend as from or after a particular date, or be entitled to dividends declared or paid after a particular date, such share shall rank for or be entitled to dividend accordingly. Application of profits in payment of dividends.
- (B) Subject to the provisions of the Companies Ordinance, if and to the extent that the Board thinks fit and the position of the Company in its opinion justifies such payment, the Board may declare and pay dividends on shares carrying an entitlement to fixed dividends in accordance with the rights attached thereto and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as it thinks fit. Provided that the Board acts bona fide, it shall not incur any responsibility to the holders of shares conferring a preference for any damage that they may suffer by reason of the payment of a dividend on any shares not ranking *pari passu* or in priority thereto in respect of dividends. Fixed and interim dividends.
146. No dividend shall be payable except out of the profits of the Company available for distribution. No dividend shall carry interest. Dividends not to be paid out of capital.
- 147 (A) Whenever the Directors or the Company in general meeting have resolved that a dividend be paid or declared on the share capital of the Company, the Directors may further resolve:- Scrip dividend.

either (i) that: such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid, provided that the shareholders entitled thereto will be entitled to elect to receive such dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply:-

- (a) the basis of any such allotment shall be determined by the Directors;
- (b) the Directors, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the shareholders of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
- (c) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded;
- (d) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised ("the non-elected shares") and in satisfaction thereof shares shall be allotted credited as fully paid to the shareholders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Directors shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company's reserve accounts (including any special account (if there be any such reserve)) as the Directors may determine, a sum equal to the aggregate value of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the non-elected shares on such basis.

or (ii) that shareholders entitled to such dividend shall be entitled to elect to receive an allotment of shares credited as fully paid in lieu of the whole or such part of the dividend as the Directors may think fit. In such case, the following provisions shall apply:-

- (a) the basis of any such allotment shall be determined by the Directors;
- (b) the Directors, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the shareholders of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election

must be lodged in order to be effective;

- (c) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded;
- (d) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on shares in respect whereof the share election has been duly exercised (“the elected shares”) and in lieu thereof shares shall be allotted credited as fully paid to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Directors shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company’s reserve accounts (including any special account (if there be any such reserve)) as the Directors may determine, a sum equal to the aggregate value of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the elected shares on such basis.

(B) The shares allotted pursuant to the provisions of paragraph (A) of this Article shall rank *pari passu* in all respects with the shares then in issue save only as regards participation:-

- (i) in the relevant dividend (or the right to receive or to elect to receive an allotment of shares in lieu thereof as aforesaid); or
- (ii) in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend,

unless, contemporaneously with the announcement by the Directors of their proposal to apply the provisions of sub-paragraph (i) or (ii) of paragraph (A) of this Article in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the Directors shall specify, that the shares to be allotted pursuant to the provisions of paragraph (A) of this Article shall rank for participation in such distribution, bonus or rights.

(C) The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (A) of this Article with full power to the Directors to make such provisions as they think fit in the case of shares becoming distributable in fraction (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter into on behalf of all members interested, an agreement with the

Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.

- (D) The Company may upon the recommendation of the Directors resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (A) of this Article a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.
- (E) The Directors may on any occasion determine that rights of election and the allotment of shares under paragraph (A) of this Article shall not be made available or made to any shareholders with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of such rights of election or the allotment of shares would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.
148. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it think fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for meeting claims on or liabilities of the Company or contingencies or for paying off any loan capital or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may from time to time think fit, and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute by way of dividend. Reserves.
149. *Deleted*
150. (A) The Directors may retain any dividends or other moneys payable or in respect of a share upon which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists. Retention of dividends etc.
- (B) The Directors may deduct from any dividend or bonus payable to any member all sums of money (if any) presently payable by him to the Company on account of calls, instalments or otherwise. Deduction of debts.
151. Any general meeting sanctioning a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the member, be set off against the call. Dividend and call together.

152. Whenever the Directors or the Company in general meeting have resolved that a dividend be paid or declared, the Directors may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the Directors may settle the same as they consider expedient, and in particular may issue fractional certificates, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend and such appointment shall be effective. Where requisite, a contract shall be filed in accordance with the provisions of the Companies Ordinance and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend and such appointment shall be effective. Dividend in specie.
153. A transfer of shares shall not pass the right to any dividend or bonus declared thereon before the registration of the transfer Effect of transfer.
154. If two or more persons are registered as joint holders of any shares, any one of such persons may give effectual receipts for any dividends, interim dividends or bonuses and other moneys payable in respect of such shares. Receipt for dividends by joint holders of share.
155. Unless otherwise directed by the Directors, any dividend or bonus may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or, in case of joint holders, to the registered address of that one whose name stands first in the register in respect of the joint holding or to such person and to such address as the holder or joint holders may in writing direct. Every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent, and the payment of any such cheque or warrant shall operate as a good discharge to the Company in respect of the dividend and/or bonus represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Payment by Post.
156. All dividends or bonuses unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends or bonuses unclaimed for six years after having been declared may be forfeited by the Directors and shall revert to the Company. Unclaimed dividend.

### **Distribution of Realised Capital Profits**

157. The Company in general meeting may at any time and from time to time resolve that any surplus moneys in the hands of the Company representing capital profits arising from moneys received or recovered in respect of or arising from the realisation of any capital assets of the Company or any Distribution of realised capital profits.

investments representing the same and not required for the payment or provision of any fixed preferential dividend instead of being applied in the purchase of any other capital assets or for other capital purposes be distributed amongst the ordinary shareholders on the footing that they receive the same as capital and in the shares and proportions in which they would have been entitled to receive the same if it had been distributed by way of dividend, provided that no such profits as aforesaid shall be so distributed unless there shall remain in the hands of the Company a sufficiency of other assets to answer in full the whole of the liabilities and paid-up share capital of the Company for the time being.

### **Annual Returns**

158. The Directors shall make the requisite annual returns in accordance with the Companies Ordinance.

Annual Return.

### **Accounts**

159. The Directors shall cause proper accounting records of the Company to be kept and the provisions of the Companies Ordinance and every other ordinance for the time being in force concerning companies and affecting the Company in this regard shall be complied with.

Directors to keep proper accounting records

160. The accounting records shall be kept at the registered office of the Company, or, subject to section 374 of the Companies Ordinance, at such other place as the Directors shall think fit, and shall always be open to the inspection of the Directors.

Accounting records to be kept

161. The Directors shall, from time to time, determine whether in any particular case, or class of cases, or generally, and at what times, and places, and under what conditions or regulations, the accounting records of the Company, or any of them, shall be open to the inspection of the members, and no member, not being a Director, shall have any right of inspecting any account, book or document of the Company, except as conferred by law or authorised by the Directors or by any ordinary resolution of the Company, nor shall any such member be entitled to require or receive any information concerning the business, trading or customers of the Company, or any trade secret or secret process used by the Company.

Inspection of records

- 162 (A) The Directors shall, from time to time, in accordance with the Companies Ordinance, cause to be prepared and to be laid before the annual general meeting of the Company, a copy of the reporting documents for the financial year as are required by the Companies Ordinance. Each statement of financial position that forms part of any financial statements of the Company shall be signed on behalf of the Directors by two of their number. The Directors may also cause to be prepared any summary financial report as they think fit in accordance with the Companies Ordinance.

Preparation of financial statements

- (B) Subject to paragraph (C) below, a copy of the relevant reporting documents or the summary financial report shall, not less than 21 days before the meeting, be delivered or sent by post to the registered

Financial statements to be sent to members.



address of every member and debenture holder of the Company, or in the case of a joint holding to that member or debenture holder (as the case may be) whose name stands first in the appropriate register in respect of the joint holding. No accidental non-compliance with the provisions of this Article shall invalidate the proceedings at the meeting.

- (C) Where a member or debenture holder of the Company has, in accordance with the Companies Ordinance and the Listing Rules, consented or is deemed to have so consented to treat the publication of the reporting documents and/or the summary financial report on the Company's website as discharging the Company's obligation under the Companies Ordinance to send a copy of the relevant financial documents and/or the summary financial report, then subject to compliance with the publication and notification requirements of the Companies Ordinance and the Listing Rules, publication by the Company on the Company's website of the reporting documents and/or the summary financial report at least 21 days before the date of the meeting shall, in relation to each such member or debenture holder of the Company, be deemed to discharge the Company's obligations under paragraph (B) above.
- (D) For the purposes of this Article 162, "reporting documents" and "summary financial report" shall have the meaning ascribed to them in the Companies Ordinance.

Publication of financial statements on Company's website

### **Audit**

163. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Companies Ordinance.
164. Subject as otherwise provided by the Companies Ordinance the remuneration of the Auditors shall be fixed by the Company in general meeting provided always that in respect of any particular year the Company in general meeting may delegate the fixing of such remuneration to the Directors.
165. Every set of financial statements audited by the Company's Auditors and presented by the Directors at a general meeting shall after approval at such meeting be conclusive except as regards any error discovered therein within three months of the approval thereof. Whenever any such error is discovered within that period, it shall forthwith be corrected, and the set of financial statements so amended in respect of the error shall be conclusive.

Auditors.

Remuneration of Auditors.

When financial statements to be deemed finally settled.

### **Notices, documents and other information**

166. (A) Subject to the Companies Ordinance and the Listing Rules and except where otherwise expressly stated, any notice, document or other information to be given to or by any person pursuant to these Articles shall be in writing. A notice calling a meeting of the Directors need not be in writing.
- (B) Any notice, document or other information in writing may, in

Form and manner of service and delivery

accordance with these Articles and subject to the Companies Ordinance and the Listing Rules, be:

- (i) given in hard copy form;
- (ii) given in electronic form;
- (iii) given by electronic means; or
- (iv) made available on the Company's website.

167. (A) Subject to the Companies Ordinance and the Listing Rules, a notice, document or any other information may be served on, delivered to or made available by the Company to any member:

Notices, documents and other information to members.

- (i) personally or by sending it by mail, postage prepaid (and, in any case where the registered address of a member is outside Hong Kong, by prepaid airmail), addressed to such member at his registered address or by leaving it at that address addressed to the member or by publishing it by way of advertisement in at least one English language newspaper and one Chinese language newspaper circulating in Hong Kong; or
- (ii) in respect of notices, documents or other information that, under the Companies Ordinance and the Listing Rules, may be sent in electronic form or by electronic means or by making it available on the Company's website, in the manner set out in paragraph (B) below.

(B) For the purposes of paragraph (A)(ii) above, the Company may deliver or make available a notice, document or any other information to any member:

- (i) in electronic form or by mail in the manner set out in paragraph (A)(i) above or by electronic means to the address specified by such member to the Company for such purpose or by making it available on the Company's website provided that, in each case, such member has consented, in the manner permitted in the Companies Ordinance and the Listing Rules, to the Company communicating with such member in such form or manner; or
- (ii) by any other means authorised in writing by the member concerned.

For the purposes of making available notices, documents or any other information to a member on the Company's website, the Company shall notify that member that such notice, document or other information has been made available on the Company's website in the manner prescribed by the Companies Ordinance and the Listing Rules.

(C) A member may revoke his agreement that notices, documents or other information may be sent or supplied to such member in electronic form

or by electronic means or made available to such member through the Company's website in accordance with paragraph (B)(i) above by sending a notice of revocation to the Company within such period and in such manner as may be specified under the Companies Ordinance and the Listing Rules.

- (D) Upon a member receiving from the Company a notice, document or other information in electronic form or by electronic means or by the Company making such notice, document or information available on its website, such member may request that the Company send or supply to such member such notice, document or information in hard copy form. The Company shall, upon receiving such request from a member, in accordance with the Companies Ordinance and the Listing Rules, send or supply to such member such notice, document or information requested in hard copy form free of charge.
- (E) Any notice, document or other information may be served or delivered by the Company by reference to the register of members as it stands at any time not more than fifteen days before the date of service or delivery. No change in the register of members after that time shall invalidate that service or delivery. Where any notice, document or other information is served on or delivered to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service or delivery of such notice, document or information.

168. Each member shall, from time to time, notify in writing to the Company some place which shall be deemed his registered address for the purposes of the last preceding Article.

Registered address of member

169. Subject to the Companies Ordinance and the Listing Rules, all notices, documents or other information directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the register of members in respect of such share, and such notices, documents or information so given shall be deemed to have been given to all the holders of such share.

Notices, documents and other information to joint holders

170. (A) Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it by mail, postage prepaid (and, if posted outside Hong Kong, by prepaid airmail), addressed to the Company or to such officer at the registered office for the time being of the Company.

Service on Company

(B) The Directors may from time to time specify the form and manner in which a notice may be given to the Company by electronic means, including one or more addresses for the receipt of communications by electronic means, and may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such communication. A notice may be given to the Company by electronic means only if it is given in accordance with the requirements specified by the Directors.

171. Subject to the Companies Ordinance and the Listing Rules, a notice, document or any other information served, delivered or issued by or on behalf of the Company:

Time of service and delivery

- (i) if sent by mail, postage prepaid, shall be deemed to have been served or delivered on the day following that on which such notice, document or other information was put in the post. In proving such service it shall be sufficient to prove that the relevant notice, document or other information was properly addressed and put into the post as prepaid mail or prepaid airmail (as the case may be);
- (ii) if left by the Company at a registered address of a member, shall be deemed to have been served or delivered on the day it was left;
- (iii) if published by way of advertisement, shall be deemed to have been served or delivered on the day it was published;
- (iv) if sent by electronic means, other than by making it available on the Company's website, shall be deemed to have been served or delivered 48 hours following the time that such communication was sent;
- (v) if made available by the Company on its website, shall be deemed to have been served or delivered 48 hours from the later of (a) the time that such notice, document or other information was first made available on the Company's website; and (b) the time that a member was notified of the presence of such notice, document or other information on the Company's website; and
- (vi) if sent by any other means authorised in writing by the member concerned, shall be deemed to have been served or delivered when the Company has carried out the action it has been authorised to take for that purpose.

172. Every person who, by operation of law, transfer or any other means whatsoever, shall become entitled to any shares shall be bound by every notice, document or other information in respect of such shares which, prior to his name and address being entered in the register of members, was duly served on or delivered to the person from whom he derives his title to such shares.

Transferee to be bound by prior notices

173. Any notice, document or other information served upon or delivered to or left at the registered address of any member in pursuance of these Articles, shall, notwithstanding that such member be then deceased or bankrupt and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served or delivered in respect of any share held by such member, whether held solely or jointly with other persons, until some other person be registered instead of him as the holder or joint holder of such share, and such service or delivery shall, for all purposes of these Articles, be deemed a sufficient service or delivery of such notice, document or other information on his executors, administrators or assigns, and all persons (if any) jointly interested with him in such share.

Notice valid though member deceased or bankrupt

174. The signature on any notice, document or other information to be given by the Company may be written or printed.

Signature on notices

### Information

175. No member shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interests of the members of the Company to communicate to the public.

Member and entitled to information.

### Untraced Members

176. (A) Without prejudice to the rights of the Company under paragraph (B) of this Article, the Company may cease sending cheques or warrants in respect of any particular shares if cheques or warrants in respect of the shares in question have been left uncashed on two consecutive occasions. However, the Company may exercise the power to cease sending cheques or warrants in respect of any particular shares after the first occasion on which such a cheque or warrant in respect of the shares in question is returned undelivered.

Dividend entitlements etc., of untraceable members.

(B) The Company shall have the power to sell, in such manner as the Board thinks fit, any shares of a member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy if:-

Sale of shares of untraceable members.

- (i) all cheques or warrants, being not less than three in total number, in respect of the shares in question sent during the relevant period in the manner authorised by the Articles have remained uncashed;
- (ii) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of such member or person; and
- (iii) where such shares are listed on the Stock Exchange, the Company has caused advertisements to be inserted in English in an English language daily newspaper and in Chinese in a Chinese language daily newspaper circulating in Hong Kong, giving notice of its intention to sell such shares and has notified the Stock Exchange of such intention and a period of three (3) months has elapsed since the date of the last of such advertisements.

For the purpose of the foregoing, "relevant period" means the period commencing twelve (12) years before the date of publication of the advertisement referred to in paragraph (B)(iii) of this Article and

ending at the expiry of the period referred to in that paragraph.

- (C) To give effect to any such sale, the Board may authorise some person to transfer the shares in question and an instrument of transfer signed or otherwise executed by or on behalf of such person shall be as effective as if it had been executed by the registered holder or the person entitled by transmission to such shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of the sale will belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former member for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any money earned from the net proceeds which may be employed in the business of the Company or as it thinks fit. Any sale under this Article shall be valid and effective notwithstanding that the member holding or the person entitled by transmission to the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

### **Record Dates**

177. Notwithstanding any other provision of these Articles, the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

Record dates.

### **Destruction of Documents**

178. The Company may destroy:-

Destruction of documents

- (a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
- (b) a dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two years from the date such mandate, variation, cancellation or notification was recorded by the Company;
- (c) any instrument of transfer of shares which has been registered at any time after the expiry of twelve years from the date of registration; and
- (d) any other document on the basis of which any entry in the register is made at any time after the expiry of twelve years from the date an entry in the register was first made in respect of it;

and it shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that:-

- (i) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- (ii) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of provision (i) above are not fulfilled; and
- (iii) references in this Article to the destruction of any document include references to its disposal in any manner.

### **Winding up**

179. If the Company, shall be wound up (whether the liquidation is voluntary, under supervision or by the Court) the liquidator may, with the authority of a special resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority, vest any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributor shall be compelled to accept any shares in respect of which there is a liability.

Division of assets in liquidation.

180. In the event of a winding-up of the Company in Hong Kong, every member of the Company who is not for the time being in Hong Kong shall be bound, within fourteen days after the passing of an effective resolution to wind up the Company voluntarily, or the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some person resident in Hong Kong and stating that person's full name, address and occupation upon whom all summonses, notices, process, orders and judgments in relation to or under the winding-up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee, whether appointed by the member or the

Service of process.

liquidator, shall be deemed to be good personal service on such member for all purposes, and, where the liquidator makes any such appointment, he shall with all convenient speed give notice thereof to such member by advertisement in such English language daily newspaper circulating in Hong Kong as he shall deem appropriate or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register, and such notice shall be deemed to be service on the day following that on which the advertisement appears or the letter is posted.

### **Indemnity**

Indemnity.

181. (A) Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (to the fullest extent permitted by the Companies Ordinance) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But these Articles shall only have effect in so far as its provisions are not avoided by the Companies Ordinance.
- (B) Subject to the provisions of and so far as may be permitted by the Companies Ordinance, if any Director or other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Director or person so becoming liable as aforesaid from any loss in respect of such liability.
- (C) Subject to the provisions of and so far as may be permitted by the Companies Ordinance, the Company may purchase and maintain for any Director or any other officer of the Company:-
- (i) insurance against any liability to the Company, an associated company or any other party in respect of any negligence, default, breach of duty or breach of trust (save for fraud) of which he may be guilty in relation to the Company or an associated company; and
  - (ii) insurance against any liability incurred by him in defending any proceedings, whether civil or criminal, taken against him for any negligence, default, breach of duty or breach of trust (including fraud) of which he may be guilty in relation to the Company or an associated company.

In this Article 181(C), “associated company” in relation to the Company means any company that is the Company’s subsidiary or holding company or



a subsidiary of the Company's holding company.

We, the several persons whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names :-

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
<p><b>SHIPCORP LIMITED</b>            19th Floor            Alexandra House            16-20 Chater Road            Hong Kong            Corporation</p> <p><b>SEACORP LIMITED</b>            19th Floor            Alexandra House            16-20 Chater Road            Hong Kong            Corporation</p>	<p style="text-align: center;">1</p> <p style="text-align: center;">1</p>
<p style="text-align: center;">Total Number of Shares Taken .....</p>	<p style="text-align: center;">2</p>

Dated the 8th day of June, 1987.

WITNESS to the above signatures:

**ELIZABETH A. HARDY**

8A, 47A Stubbs Road

Hong Kong

*Solicitor*

*(Note : The names and other particulars of subscribers and related content appearing on this page originally formed part of the Memorandum of Association of the Company before Part 3 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) came into effect on 3rd March, 2014, and are now reproduced here for reference only)*