

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Great World Company Holdings Ltd, you should at once hand this circular with the accompanying form of proxy to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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世大控股有限公司
GREAT WORLD COMPANY HOLDINGS LTD

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8003)

- (1) PROPOSED GENERAL MANDATES TO ISSUE AND REPURCHASE SHARES;**
- (2) PROPOSED RE-ELECTION OF DIRECTORS;**
- (3) PROPOSED AMENDMENTS TO THE EXISTING MEMORANDUM AND ARTICLES OF ASSOCIATION AND ADOPTION OF SECOND AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION; AND**
- (4) NOTICE OF ANNUAL GENERAL MEETING**

A notice convening an Annual General Meeting of the Company to be held at Room 1202, 12/F., Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong on Thursday, 28 September 2023 at 11:00 a.m. is set out on pages 101 to 106 of this circular. If you are not able to attend the Annual General Meeting, you are requested to complete and return the accompanying form of proxy in accordance with the instructions printed thereon to the Hong Kong branch share registrar and transfer office of the Company, Hong Kong Registrars Limited, at 17M/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the Annual General Meeting or any adjourned meeting thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the Annual General Meeting or any adjournment thereof, should you so wish and in such event the form of proxy shall be deemed to be revoked.

This circular will remain on the GEM website at <http://www.hkgem.com> on the "Latest Company Announcements" page for at least 7 days from the date of its publication and on the website of the Company at <http://www.gwchl.com>.

30 August 2023

CHARACTERISTICS OF GEM

GEM has been positioned as a market designed to accommodate small and mid-sized companies to which a higher investment risk may be attached than other companies listed on the Stock Exchange. Prospective investors should be aware of the potential risks of investing in such companies and should make the decision to invest only after due and careful consideration.

Given that companies listed on GEM are generally small and mid-sized companies, there is a risk that securities traded on GEM may be more susceptible to high market volatility than securities traded on the Main Board and no assurance is given that there will be a liquid market in the securities traded on GEM.

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DEFINITIONS

In this circular, unless the context otherwise requires, the following expressions have the following meanings:

“2023 Annual General Meeting” or “2023 AGM”	the annual general meeting of the Company to be held at Room 1202, 12/F., Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong on Thursday, 28 September 2023 at 11:00 a.m., notice of which is set out on pages 101 to 106 of this circular or any adjournment thereof
“Articles of Association”	the articles of association of the Company (as amended, supplemented or otherwise modified from time to time)
“associate(s)”	has the meaning ascribed thereto under the GEM Listing Rules
“Board”	the board of Directors
“Company”	Great World Company Holdings Ltd 世大控股有限公司, an exempted company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on GEM
“connected person(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Directors”	the directors of the Company
“Existing Memorandum and Articles of Association”	the Restated Memorandum of Association and Articles of Association of the Company conditionally adopted by a special resolution passed on 18 November 1999 and effective on the date of listing of the Shares at GEM and as further amended by special resolution passed on 11 October 2004 and a copy of which is posted on the websites of the Company and the Stock Exchange
“Extension Mandate”	a general mandate proposed to be granted to the Directors to extend the Share Issue Mandate by an amount representing the aggregate nominal amount of the Shares repurchased under the Repurchase Mandate which shall be no more than 10% of the aggregate nominal amount of the share capital of the Company in issue as at the date of passing the relevant resolution at the Annual General Meeting

DEFINITIONS

“GEM”	the GEM of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Latest Practicable Date”	24 August 2023, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“New Memorandum and Articles of Association”	the second amended and restated Memorandum of Association and Articles of Association set out in Appendix III of this circular with the proposed amendments to be adopted by the Shareholders at the 2023 AGM
“Repurchase Mandate”	a general and unconditional mandate proposed to be granted to the Directors to enable them to repurchase the Shares of an aggregate nominal amount of up to 10% of the aggregate nominal amount of the share capital of the Company in issue as at the date of passing the relevant resolution at the Annual General Meeting
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of HK\$0.10 each in the capital of the Company
“Shareholder(s)”	holder(s) of Share(s)
“Share Issue Mandate”	a general and unconditional mandate proposed to be granted to the Directors to exercise the power of the Company to allot, issue or otherwise deal with the Shares of an aggregate nominal amount of up to 20% of the aggregate nominal amount of the share capital of the Company in issue as at the date of passing the relevant resolution at the Annual General Meeting
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers

DEFINITIONS

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

“%” per cent.

LETTER FROM THE BOARD



世大控股有限公司
GREAT WORLD COMPANY HOLDINGS LTD
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 8003)

Executive Directors:

Mr. Zhang Yanqiang
Mr. Gu Zhonghai
Mr. Zhao Xinyan

Non-executive Director:

Ms. Ng Mui King, Joky (*Chairman*)

Independent Non-executive Directors:

Mr. Chung Koon Yan
Ms. Zhao Yongmei
Mr. Jing Baoli

Registered office:

P.O. Box 309
Ugland House
Grand Cayman
KY1-1104
Cayman Islands

Principal place of business

in Hong Kong:
Room 1202, 12/F
Great Eagle Centre
23 Harbour Road
Wanchai, Hong Kong

30 August 2023

To the Shareholders

Dear Sir or Madam,

- (1) PROPOSED GENERAL MANDATES TO ISSUE AND
REPURCHASE SHARES;**
(2) PROPOSED RE-ELECTION OF DIRECTORS;
**(3) PROPOSED AMENDMENTS TO THE EXISTING MEMORANDUM
AND ARTICLES OF ASSOCIATION AND
ADOPTION OF SECOND AMENDED AND RESTATED
MEMORANDUM AND ARTICLES OF ASSOCIATION; AND**
(4) NOTICE OF ANNUAL GENERAL MEETING

INTRODUCTION

The purpose of this circular is to provide you with the information regarding the ordinary resolutions to be proposed, among other matters, relating to (i) the granting of the general mandates to the Board to issue and repurchase Shares; (ii) the re-election of Directors; and (iii) special resolution to the proposed amendments to the existing Memorandum and Articles of Association and the adoption of second amended and restated Memorandum and Articles of Association at the Annual General Meeting.

LETTER FROM THE BOARD

A notice convening the Annual General Meeting setting out the details of the ordinary and special resolutions to be proposed at the Annual General Meeting is set out on pages 101 to 106 of this circular.

GENERAL MANDATES TO ISSUE AND REPURCHASE SHARES

At the last annual general meeting of the Company held on 29 September 2022, the Directors were granted a general mandate to allot, issue and otherwise deal with Shares and a general mandate to purchase Shares on the Stock Exchange. These mandates will expire at the conclusion of the Annual General Meeting. At the Annual General Meeting, among other businesses, ordinary resolutions will be proposed to grant the Share Issue Mandate, the Repurchase Mandate and the Extension Mandate to the Directors.

The maximum number of Shares to be issued, allotted and otherwise dealt with pursuant to the Share Issue Mandate shall not exceed 20% of the Shares in issue at the date of passing of the ordinary resolution numbered 6 in the notice of Annual General Meeting.

The maximum number of Shares to be repurchased pursuant to the Repurchase Mandate shall not exceed 10% of the Shares in issue at the date of passing of the ordinary resolution numbered 7 in the notice of Annual General Meeting.

Each of the Share Issue Mandate, the Repurchase Mandate and the Extension Mandate will continue to be in force until the earliest of (i) the conclusion of the next annual general meeting of the Company following the Annual General Meeting; (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles or any applicable law of the Cayman Islands to be held; and (iii) the date on which such authority is revoked or varied by an ordinary resolution of the Shareholders in a general meeting of the Company.

Under Rule 13.08 of the GEM Listing Rules, the Company is required to give to the Shareholders an explanatory statement containing all the information reasonably necessary to enable them to make an informed decision on whether to vote for or against the ordinary resolution to grant to the Directors of the Repurchase Mandate. The explanatory statement required by the GEM Listing Rules is set out in Appendix I to this circular.

PROPOSED RE-ELECTION OF DIRECTORS

As at the Latest Practicable Date, the Board consists of seven Directors, namely, Mr. Zhang Yanqiang, Mr. Gu Zhonghai, Mr. Zhao Xinyan, Ms. Ng Mui King, Joky, Mr. Chung Koon Yan, Ms. Zhao Yongmei and Mr. Jing Baoli.

In accordance with Article 117 of the Articles at each annual general meeting of the Company, one-third of the Directors for the time being (or if their number is not a multiple of three, then the number nearest to but not exceeding one-third) will retire from office by rotation provided that every Director shall be subject to retirement by rotation once every three years.

LETTER FROM THE BOARD

The Directors to retire will be those who have been the longest in office since their last re-election or appointment but as between persons who became or were last re-elected as Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.

Mr. Zhang Yanqiang, an executive director, and Mr. Chung Koon Yan, an independent non-executive director, will retire by rotation at the Annual General Meeting and, being eligible, offer themselves for re-election at the Annual General Meeting.

Biographies of the Directors proposed for re-election at the Annual General Meeting are set out in Appendix II to this circular.

PROPOSED ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION

On 1 January 2022, the Listing Rules were amended by, among others, adopting a uniform set of 14 core standards for shareholder protections for issuers regardless of their place of incorporation set out in Appendix 3 to the Listing Rules. Furthermore, the Company proposes to modernise and provide flexibility to the Company in relation to the conduct of general meetings. As such, the Board proposes to make certain amendments to the Memorandum and Articles of Association to (i) conform to the said core standards for shareholder protections; (ii) allow a general meeting to be held as an electronic meeting or a hybrid meeting; (iii) bring the Articles of Association in line with amendments made to the Listing Rules and applicable law in the Cayman Islands; and (iv) incorporate certain housekeeping changes. In view of the proposed amendments mentioned above, the Board also proposes to adopt the New Memorandum and Articles of Association in substitution for, and to the exclusion of, the Existing Memorandum and Articles of Association.

The full text of the proposed New Memorandum and Articles of Association (marked-up against the Existing Memorandum and Articles of Association), which includes the details of the proposed amendments, is set out in Appendix III to this circular. A special resolution will be proposed at the Annual General Meeting to approve the proposed amendments to the Memorandum and Articles of Association and the proposed adoption of the New Memorandum and Articles of Association.

The Company's legal advisers as to Hong Kong laws and Cayman Island laws have respectively confirmed that the proposed amendments to the Memorandum and Articles of Association conform with the requirements of the Listing Rules and do not violate the applicable laws of the Cayman Islands. The Company also confirms that there is nothing unusual about the proposed amendments for a company listed in Hong Kong.

LETTER FROM THE BOARD

ANNUAL GENERAL MEETING AND PROXY ARRANGEMENT

Set out on pages 101 to 106 of this circular is a notice convening the Annual General Meeting at which, among other matters, ordinary resolutions will be proposed to grant the Share Issue Mandate, the Repurchase Mandate, the Extension Mandate to the Directors and to re-elect Directors, and special resolution will be proposed to amend Existing Memorandum and Articles of Association and adopt New Memorandum and Articles of Association.

In accordance with Rule 17.47(4) of the GEM Listing Rules, all votes of Shareholders at the Annual General Meeting will be taken by poll. An announcement of the results of the poll will be published after the Annual General Meeting in accordance with the requirements of the GEM Listing Rules.

A form of proxy for use at the Annual General Meeting is enclosed with this circular. Whether or not you intend to attend the Annual General Meeting in person, you are requested to complete and return the enclosed form of proxy in accordance with the instructions printed thereon to the Hong Kong branch share registrar and transfer office of the Company, Hong Kong Registrars Limited, at 17M/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the Annual General Meeting or any adjourned meeting thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the Annual General Meeting or any adjournment thereof, should you so wish and in such event the form of proxy shall be deemed to be revoked.

RECOMMENDATION

The Directors consider that (i) the proposed grant of the Share Issue Mandate; (ii) the Repurchase Mandate; (iii) the Extension Mandate; (iv) the proposed re-election of Directors; (v) the proposed amendments to the Existing Memorandum and Articles of Association; and (vi) the proposed adoption of New Memorandum and Articles of Association are in the best interests of the Company and the Shareholders as a whole and recommend the Shareholders to vote in favour of the relevant resolutions set out in the notice of Annual General Meeting.

RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

LETTER FROM THE BOARD

ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in Appendix I, Appendix II and Appendix III to this circular and the notice of Annual General Meeting.

On behalf of the Board
Great World Company Holdings Ltd
Ng Mui King, Joky
Chairman

This appendix contains the particulars that are required by the GEM Listing Rules to be included in an explanatory statement to enable the Shareholders to make an informed decision whether to vote for or against the resolution to be proposed at the Annual General Meeting in relation to the Repurchase Mandate.

1. SHARE CAPITAL

As at the Latest Practicable Date, the authorised share capital of the Company was HK\$300,000,000 comprising 3,000,000,000 Shares, of which 330,271,600 Shares are in issue.

Under the Repurchase Mandate, the number of Shares that the Company may repurchase shall not exceed 10% of the issued share capital of the Company as at the date of passing the relevant resolution at the Annual General Meeting.

Subject to the passing of the relevant ordinary resolution to approve the Repurchase Mandate and on the basis that no further Shares are issued or repurchased between the Latest Practicable Date and the date of the Annual General Meeting, the Company would be allowed under the Repurchase Mandate to repurchase a maximum of 33,027,160 Shares during the period from the date of passing the relevant ordinary resolution up to the earliest of (i) the conclusion of the next annual general meeting of the Company following the Annual General Meeting; (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles or any applicable law of the Cayman Islands to be held; and (iii) the date on which such authority is revoked or varied by an ordinary resolution of Shareholders in a general meeting of the Company.

2. REASONS FOR THE REPURCHASE

The Directors believe that it is in the best interests of the Company and the Shareholders to have a general authority from the Shareholders to enable the Directors to repurchase Shares on the market. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net assets of the Company and/or earnings per Share and will only be made when the Directors believe that such repurchases will benefit the Company and the Shareholders as a whole.

3. FUNDING OF REPURCHASES

Pursuant to the Repurchase Mandate, any repurchase will be made out of funds which are legally available for the purpose in accordance with the Articles, the GEM Listing Rules and the applicable laws of the Cayman Islands.

As compared with the financial position of the Company as at 31 March 2023 (being the date to which the latest audited consolidated financial statements of the Group were made up), the Directors consider that there may be an adverse impact on the working capital and/or the gearing position of the Company in the event that the Repurchase Mandate were to be exercised in full. However, the Directors do not intend to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital or the gearing position of the Company.

4. UNDERTAKING OF DIRECTORS

The Directors have undertaken to the Stock Exchange to exercise the power of the Company to make repurchases pursuant to the Repurchase Mandate in accordance with the GEM Listing Rules and the applicable laws of the Cayman Islands.

5. EFFECT OF THE TAKEOVERS CODE

If a Shareholder's proportionate interest in the voting rights of the Company increases on the Company exercising its powers to repurchase Shares pursuant to the Repurchase Mandate, such increase will be treated as an acquisition for the purposes of the Takeovers Code issued by the Securities and Futures Commission of Hong Kong. As a result, a Shareholder or a group of Shareholders acting in concert, depending on the level of increase of the Shareholders' interest, may obtain or consolidate control of the Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code.

As at the Latest Practicable Date, according to the register of members kept by the Company and so far as is known to, or can be ascertained after reasonable enquiry by the Directors, the shareholding interests of the substantial Shareholders (as defined in the GEM Listing Rules) were as follows:

Name of substantial Shareholders	Number of Shares held	Approximate percentage of the issued share capital of the Company
Win Bless Limited ("WBL") and Mr. Zhao Xinyan (<i>Note 1</i>)	49,128,000	14.88%
Gold City Assets Holdings Ltd. (<i>Note 2</i>)	33,792,000	10.23%
Ms. Lin Shunping	19,900,000	6.03%

Notes:

- (1) Mr. Zhao Xinyan ("**Mr. Zhao**"), an executive director of the Company, personally holds 1,750,000 shares of the Company; Mr. Zhao is the sole shareholder of WBL and is deemed to have interest in the 47,378,000 shares of the Company held by WBL.
- (2) Gold City Assets Holdings Ltd. is a company incorporated in the British Virgin Islands and is beneficially owned by Ms. Ng Mui King, Joky, a non-executive director of the Company.

APPENDIX I EXPLANATORY STATEMENT ON THE REPURCHASE MANDATE

Assuming that there would not be any change in the issued share capital of the Company prior to the repurchase of Shares and that the above substantial Shareholders would not dispose of their Shares nor acquire additional Shares prior to any repurchase of Shares, if the Repurchase Mandate were exercised in full, the percentage of shareholding of the above substantial Shareholders would be increased as follows:

Name of substantial Shareholders	Approximate percentage of shareholding immediately prior to the exercise of the Repurchase Mandate in full	Approximate percentage of shareholding immediately after the exercise of the Repurchase Mandate in full
WBL and Mr. Zhao	14.88%	16.53%
Gold City Assets Holdings Ltd.	10.23%	11.37%
Ms. Lin Shunping	6.03%	6.69%

On this basis, the Directors are not aware of any consequences which would arise under the Takeovers Code as a result of exercising the Repurchase Mandate in full. The Directors have no present intention to exercise the Repurchase Mandate to such extent that the public holding of Shares would be reduced below 25% of the issued share capital of the Company.

6. DIRECTORS, THEIR ASSOCIATES AND CONNECTED PERSONS

None of the Directors nor, to the best of their knowledge and belief, having made all reasonable enquiries, any of their respective associates, have any present intention, in the event that the proposed Repurchase Mandate is approved by the Shareholders, to sell any of the Shares to the Company.

No core connected person (as defined in the GEM Listing Rules) of the Company has notified the Company that he/she/it has a present intention to sell any of the Shares to the Company nor has he/she/it undertaken not to sell any of the Shares held by him/her/it to the Company in the event that the Company is authorised to make repurchase of Shares.

7. SHARE REPURCHASE MADE BY THE COMPANY

No repurchase of Shares has been made by the Company (whether on the Stock Exchange or otherwise) during the six months preceding the Latest Practicable Date.

8. SHARE PRICES

The highest and lowest prices at which the Shares have been traded on the Stock Exchange during each of the previous twelve months preceding the Latest Practicable Date were as follows:

	Trading price per Share	
	Highest <i>(HK\$)</i>	Lowest <i>(HK\$)</i>
2022		
August	0.54	0.44
September	0.62	0.49
October	0.68	0.40
November	0.76	0.40
December	0.47	0.275
2023		
January	0.365	0.275
February	0.44	0.275
March	0.41	0.23
April	0.46	0.385
May	0.45	0.35
June	0.51	0.285
July	0.50	0.425
August (up to the Latest Practicable Date)	0.48	0.395

The biographical details of all the retiring Directors are as follows:

Mr. Zhang Yanqiang

Mr. Zhang Yanqiang, (“**Mr. Zhang**”), aged 41, has been an executive director of the Company since 6 October 2014. He is the chairman of the nomination committee of the Company. He is also a director of several subsidiaries of the Company. He has 16 years of experience in forestry, finance and corporate management. He holds a bachelor’s degree and a master’s degree from the Central South University of Forestry and Technology.

Pursuant to the renewed service agreement with the Company dated 6 October 2022, Mr. Zhang’s appointment as an executive Director is fixed for a term of two years commencing on 6 October 2022 with a director fee of HK\$600,000 per annum plus a fixed sum annual bonus equal to HK\$50,000 and a discretionary bonus as may be determined by the Company. Mr. Zhang is also entitled to share option as may be granted by the Company. Mr. Zhang’s remuneration is determined by the remuneration committee of the Company.

Save as disclosed in this circular and as at the Latest Practicable Date, Mr. Zhang does not have any other relationship with any director, senior management or substantial or controlling shareholder of the Company or has any interest in the Shares within the meaning of Part XV of the SFO.

Save as disclosed above and as at the Latest Practicable Date, Mr. Zhang does not hold any position with the Company and other members of the Group and did not hold any directorships in the last three years in public companies, the securities of which are listed on any securities market in Hong Kong or overseas.

Mr. Zhang is not aware of other information that is required to be disclosed pursuant to Rule 17.50(2)(h) to (v) of the GEM Listing Rules or any other matters that need to be brought to the attention of the Shareholders in relation to the proposed re-election of him as an executive Director.

Mr. Chung Koon Yan

Mr. Chung Koon Yan (“**Mr. Chung**”), aged 59, has been an independent non-executive director of the Company since 9 May 2008 and is the chairman of the audit committee of the Company. Mr. Chung holds a Master’s degree in Professional Accounting from the Hong Kong Polytechnic University. He is a practicing member and a fellow member of the Hong Kong Institute of Certified Public Accountants, a fellow member of The Association of Chartered Certified Accountants and a fellow member of The Institute of Chartered Accountants in England and Wales. Mr. Chung is a director of Chiu, Choy & Chung CPA Ltd. He has over 29 years of experience in accounting, auditing and taxation. Currently, Mr. Chung is an independent non-executive director of Synergy Group Holdings International Limited (stock code: 1539), a company listed on the Main Board of The Stock Exchange of Hong Kong Limited (the “MB”), and is also an independent non-executive director of Winson Holdings Hong Kong Limited (stock code: 6812), whose shares are listed on the MB. From 12 November 2013 to 10 June 2021, Mr. Chung was an independent non-executive director of Asian Citrus Holdings Limited (stock code: 73), a company whose shares are listed on the MB and were admitted to trading on AIM (a market operated by the London Stock Exchange) in 2006 but which has been cancelled from trading on AIM since 29 May 2017.

Mr. Chung has entered into service contract with the Company and is entitled to a director fee of HK\$10,000 per month which is determined by the Remuneration Committee of the Company with regard to the duties and responsibilities concerned.

Mr. Chung has served as an Independent Non-Executive Director of the Company for more than nine years since 9 May 2008 and has provided his annual confirmation of independence to the Company pursuant to Rule 5.09 of the GEM Listing Rules. During his years of appointment, Mr. Chung has not been involved in the daily management of the Company nor in any relationship or circumstances which would interfere with his independent judgment, and he has demonstrated his ability to provide an independent, balanced and objective view to the Company’s affairs. The Nomination Committee is of the view that Mr. Chung meets the independence criteria as set out in Rule 5.09 of the GEM Listing Rules and is regarded as independent in accordance with the terms of the criteria. Notwithstanding the length of his service, with his diversified background and professional experience, the Nomination Committee considers that the continuous appointment of Mr. Chung will be in the best interest to the Company and Shareholders as a whole as he will help to maintain the stability of the Board and has brought, and will continue to bring, valuable business experience and knowledge, professional expertise, deep and objective insights, as well as constructive and informed advices to the Board on its efficient and effective functioning and diversity. The Board, therefore, recommends Mr. Chung for re-election at the Annual General Meeting.

Save as disclosed in this circular and as at the Latest Practicable Date, Mr. Chung does not have any other relationship with any director, senior management or substantial or controlling shareholder of the Company or has any interest in the Shares within the meaning of Part XV of the SFO. As at the Latest Practicable Date, Mr. Chung does not hold any position with other members of the Group.

Save as disclosed above and as at the Latest Practicable Date, Mr. Chung does not hold any directorships in the last three years in public companies, the securities of which are listed on any securities market in Hong Kong or overseas.

Mr. Chung is not aware of other information that is required to be disclosed pursuant to Rule 17.50(2)(h) to (v) of the GEM Listing Rules or any other matters that need to be brought to the attention of the Shareholders in relation to the proposed re-election of him as an independent non-executive director.

Incorporated on 24 August 1999
THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES

The Companies Law (1998 Revision) (Cap. 22) Company Limited by Shares
SECOND AMENDED AND RESTATED
RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION
(Embodied all amendments passed by Special Resolutions on 11 October 2004,
7 July 2008, 5 November 2008, 19 March 2010 and 19 August 2010.)

OF

Great World Company Holdings Ltd
世大控股有限公司

(adopted by special resolution passed on [●] 2023)

THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES

RESTATEDECOND AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION

OF

Great World Company Holdings Ltd
世大控股有限公司

(adopted by special resolution passed on [●] 2023)

THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
GREAT WORLD COMPANY HOLDINGS LTD LIMITED BY SHARES

SECOND AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION

OF

Great World Company Holdings Ltd
世大控股有限公司

(Conditionally adopted by special resolution passed on 18 November 1999[●] 2023)

- 1 The name of the Company is Great World Company Holdings Ltd, ~~the Chinese translation of which is~~ 世大控股有限公司.
- 2 The Registered Office of the Company shall be at the offices of Maples and Calder, P.O. Corporate Services Limited, PO Box 309, Umland House, South Church Street, George Town, Grand Cayman, KY1-1104, Cayman Islands, ~~British West Indies~~ or at such other place in the Cayman Islands as the Board may from time to time decide.
- 3 The objects for which the Company is established are unrestricted and shall include, but without limitation, the following:
 - (i)(a) ~~To~~ carry on business as an investment company and as an investment holding company and to acquire and hold shares, stocks, debenture stock, bonds, mortgages, obligations and securities of any kind issued or guaranteed by any company, corporation or undertaking of whatever nature and wherever constituted or carrying on business, and shares, stock, debenture stock, bonds, obligations and other securities issued or guaranteed by any government, sovereign ruler, commissioners, trust, local authority or other public body, and to vary, transpose, dispose of or otherwise deal with from time to time as may be considered expedient any of the Company's investments for the time being;
 - (ii)(b) ~~To~~ subscribe for, conditionally or unconditionally, to underwrite, issue on commission or otherwise, take, hold, deal in and convert stocks, shares and securities of all kinds and to enter into partnership or into any arrangement for sharing ~~profit~~ profits, reciprocal concessions or cooperation with any person or company and to promote and aid in promoting, to constitute, form or organise any company, joint venture, syndicate or partnership of any kind, for the purpose of acquiring and undertaking any property and liabilities of the Company or of

advancing, directly or indirectly, the objects of the Company or for any other purpose which the Company may think expedient;

- (iii)(c) ~~To~~ exercise and enforce all rights and powers conferred by or incidental to the ownership of any shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof, to provide managerial and other executive, supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit;
- (iv)(d) ~~To~~ stand surety for or to guarantee, indemnify, support or secure the performance of all or any of the obligations of any person, firm or company whether or not related or affiliated to the Company in any manner and whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital or by any such method and whether or not the Company shall receive valuable consideration therefor;
- (v)(e) ~~To~~ carry on the business of promoters and entrepreneurs and to carry on business as financiers, capitalists, concessionaires, merchants, brokers, traders, dealers, agents, importers and exporters and to undertake and carry on and execute all kinds of investment, financial, commercial, mercantile, trading and other operations;
- (f) ~~To~~ carry on whether as principals, agents or otherwise howsoever the business of realtors, developers, consultants, estate agents or managers, builders, contractors, engineers, manufacturers, dealers in or vendors of all types of property including the provision of any services;
- (vi)(g) ~~To~~ purchase or otherwise acquire, to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of and deal with real and personal property and rights of all kinds and, in particular, mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licences, stocks, shares, bonds, policies, book debts, business concerns, undertakings, claims, privileges and choses in action of all kinds; and
- (vii)(h) ~~To~~ engage in or carry on any other lawful trade, business or enterprise which may at any time appear to the Directors ~~of the Company~~ capable of being conveniently carried on in conjunction with any of the aforementioned businesses or activities or which may appear to the Directors ~~of the Company~~ likely to be profitable to the Company.

In the interpretation of this Memorandum of Association in general and of this Clause 3 in particular no object, business or power specified or mentioned shall be limited or restricted by reference to or inference from any other object, business or power, or the name of the Company, or by the juxtaposition of two or more objects, businesses or powers and that, in the event of any ambiguity in this Clause or elsewhere in this Memorandum of Association, the same shall be resolved by such interpretation and construction as will widen and enlarge and not restrict the objects, businesses and powers of and exercisable by the Company.

- 4 Except as prohibited or limited by the Companies Law (1998 Revision Act (As Revised)), the Company shall have full power and authority to carry out any object not prohibited by any law as provided by Section 7(4) of the Companies Law (1998 Revision Act (As Revised)) and shall have and be capable of from time to time and at all times exercising any and all of the powers at any time or from time to time exercisable by a natural person or body corporate, irrespective of any question of corporate benefit, in doing in any part of the world whether as principal, agent, contractor or otherwise whatever may be considered by it necessary for the attainment of its objects and whatever else may be considered by it as incidental or conducive thereto or consequential thereon, including, but without in any way restricting the generality of the foregoing, the power to make any alterations or amendments to this Memorandum of Association and the Articles of Association of the Company considered necessary or convenient in the manner set out in the Articles of Association of the Company, and the power to do any of the following acts or things, viz: to pay all expenses of and incidental to the promotion, formation and incorporation of the Company; to register the Company to do business in any other jurisdiction; to sell, lease or dispose of any property of the Company; to draw, make, accept, endorse, discount, execute and issue promissory notes, debentures, debenture stock, loans, loan stock, loan notes, bonds, convertible bonds, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments; to lend money or other assets and to act as guarantors; to borrow or raise money on the security of the undertaking or on all or any of the assets of the Company including uncalled capital or without security; to invest monies of the Company in such manner as the Directors determine; to promote other companies; to sell the undertaking of the Company for cash or any other consideration; to distribute assets in specie to members of the Company; to contract with persons for the provision of advice, the management and custody of the Company's assets, the listing of the Company's shares and its administration; to make charitable or benevolent donations; to pay pensions or gratuities or provide other benefits in cash or kind to Directors, officers, employees, past or present and their families; to purchase Directors and officers liability insurance; to carry on any trade or business and generally to do all acts and things which, in the opinion of the Company or the Directors, may be conveniently or profitably or usefully acquired and dealt with, carried on, executed or done by the Company in connection with the business aforesaid PROVIDED THAT the Company shall only carry on the businesses for which a licence is required under the laws of the Cayman Islands when so licensed under the terms of such laws.

- 5 The liability of each member is limited to the amount from time to time unpaid on such member's shares.
- 6 The share capital of the Company is HK\$~~200,000,000~~300,000,000 divided into ~~200,000,000~~3,000,000,000 shares of a nominal or par value of HK\$~~0.100.1~~ each with power for the Company insofar as is permitted by law, to redeem or purchase any of its shares and to increase or reduce the said capital subject to the provisions of the Companies Law ~~(1998 Revision Act (As Revised))~~ and the Articles of Association and to issue any part of its capital, whether original, redeemed or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the powers hereinbefore contained.
- 7 If the Company is registered as exempted, its operations will be carried on subject to the provisions of Section ~~193~~174 of the Companies Law ~~(1998 Revision Act (As Revised))~~ and, subject to the provisions of the Companies Law ~~(1998 Revision Act (As Revised))~~ and the Articles of Association, it shall have the power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

THE COMPANIES ACT ((1998 AMENDED) (CHAPTER 22) AS
REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES

SECOND AMENDED AND RESTATED
RESTATED ARTICLES OF ASSOCIATION

ØFOF

Great World Company Holdings Ltd
世大控股有限公司

(adopted by special resolution passed on [●] 2023)

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THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
GREAT WORLD COMPANY HOLDINGS LTD LIMITED BY SHARES

SECOND AMENDED AND RESTATED
ARTICLES OF ASSOCIATION

OF

Great World Company Holdings Ltd
世大控股有限公司

(Conditionally adopted by special resolution passed on 18 November 1999 [●] 2023)

1 Exclusion of Table A

The regulations contained in Table A in the First Schedule to the Companies Law Act shall not apply to the Company.

2 Interpretation

2.1 The marginal notes to these Articles shall not affect the interpretation hereof.

2.2 In these Articles, unless there be something in the subject or context inconsistent therewith;

“Articles” shall mean these Articles of Association and all supplementary, amended or substituted Articles for the time being in force.

“associate” shall have the meaning given to it in the Listing Rules.

“Auditors” shall mean the persons appointed by the Company from time to time to perform the duties of auditors of the Company.

“black rainstorm warning” shall have the meaning given to it in the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong).

“Board” shall mean the majority of the Directors present and voting at a meeting of Directors at which a quorum is present.

<u>“business day”</u>	<u>shall mean a day on which the Exchange generally is open for the business of dealing in securities in Hong Kong. Notwithstanding the foregoing, where the Exchange is closed for business of dealing in securities in Hong Kong on a day by reason of a gale warning, black rainstorm warning or other similar event, such day shall for the purpose of any notice sent under these Articles be counted as a business day.</u>
<u>“capital”</u>	<u>shall mean the share capital from time to time of the Company.</u>
<u>“Chairman”</u>	<u>shall mean the Chairman presiding at any meeting of members or of the Board.</u>
<u>“close associate”</u>	<u>shall have the meaning given to it in the Listing Rules.</u>
<u>“Communication Facilities”</u>	<u>shall mean video, video-conferencing, internet or online conferencing applications, telephone or tele-conferencing and/or any other video-communication, internet or online conferencing application or telecommunications facilities by means of which all Persons participating in a meeting are capable of hearing and being heard by each other.</u>
<u>“Companies Act”</u>	<u>shall mean the Companies Act (As Revised), Cap. 22 of the Cayman Islands and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.</u>
<u>“Companies Ordinance”</u>	<u>shall mean the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) as in force from time to time.</u>
<u>“Company”</u>	<u>shall mean Great World Company Holdings Ltd 世大控股有限公司.</u>
<u>“Company’s Website”</u>	<u>shall mean the website of the Company, the address or domain name of which has been notified to members.</u>
<u>“Director”</u>	<u>shall mean any director from time to time of the Company.</u>

<u>“dividend”</u>	<u>shall include bonus dividends and distributions permitted by the Companies Act to be categorised as dividends.</u>
<u>“dollars” and “HK\$”</u>	<u>shall mean dollars legally current in Hong Kong.</u>
<u>“electronic”</u>	<u>shall have the meaning given to it in the Electronic Transactions Act.</u>
<u>“electronic means”</u>	<u>shall include sending or otherwise making available to the intended recipients of the communication in electronic format.</u>
<u>“Electronic Signature”</u>	<u>shall mean an electronic symbol or process attached to or logically associated with an electronic communication and executed or adopted by a person with the intent to sign the electronic communication.</u>
<u>“Electronic Transactions Act”</u>	<u>shall mean the Electronic Transactions Act (As Revised) of the Cayman Islands and any amendment thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.</u>
<u>“Exchange”</u>	<u>shall mean The Stock Exchange of Hong Kong Limited.</u>
<u>“Hong Kong”</u>	<u>shall mean the Hong Kong Special Administrative Region of the People’s Republic of China and its dependencies.</u>
<u>“gale warning”</u>	<u>shall have the meaning given to it in the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong).</u>
<u>“holding company”</u>	<u>shall have the meaning attributed to such term in the Companies Ordinance.</u>
<u>“Listing Rules”</u>	<u>shall mean the Rules Governing the Listing of Securities on GEM as amended from time to time.</u>
<u>“members”</u>	<u>shall mean the persons who are duly registered as the holders from time to time of shares in the register including persons who are jointly so registered.</u>

<u>“Memorandum”</u>	<u>shall mean the memorandum of association of the Company.</u>
<u>“month”</u>	<u>shall mean a calendar month.</u>
<u>“ordinary resolution”</u>	<u>shall mean a resolution passed by a simple majority of votes of such members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a unanimous written resolution passed pursuant to Article 14.12. In computing the majority on a poll regard shall be had to the number of votes to which each member is entitled by the Articles.</u>
<u>“Person”</u>	<u>shall mean any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or not having a separate legal personality) or any of them as the context so requires.</u>
<u>“Present”</u>	<u>shall mean, in respect of any Person, such Person’s presence at a general meeting of members, which may be satisfied by means of such Person or, if a corporation or other non-natural Person, its duly authorised representative (or, in the case of any member, a proxy which has been validly appointed by such member in accordance with these Articles), being:</u> <ul style="list-style-type: none"><u>(a) physically present at the meeting; or</u><u>(b) in the case of any meeting at which Communication Facilities are permitted in accordance with these Articles, including any Virtual Meeting, connected by means of the use of such Communication Facilities.</u>
<u>“principal register”</u>	<u>shall mean the register of members of the Company maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time.</u>

<u>“published in the newspapers”</u>	<u>shall mean published as a paid advertisement in English in at least one English language newspaper and in Chinese in at least one Chinese language newspaper, being in each case a newspaper published daily and circulating generally in Hong Kong in accordance with the Listing Rules.</u>
<u>“published on the Exchange’s website”</u>	<u>shall mean published in English and Chinese on the Exchange’s website in accordance with the Listing Rules.</u>
<u>“recognised clearing house”</u>	<u>shall have the meaning ascribed thereto in Part I of Schedule 1 of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.</u>
<u>“register”</u>	<u>shall mean the principal register and any branch registers.</u>
<u>“rights issue”</u>	<u>shall mean an offer by way of rights to existing holders of securities of the Company which enables those holders to subscribe for securities in proportion to their existing holdings.</u>
<u>“seal”</u>	<u>shall include the common seal of the Company, the securities seal or any duplicate seal adopted by the Company pursuant to Article 23.2.</u>
<u>“Secretary”</u>	<u>shall mean the person or persons appointed as company secretary by the Board from time to time.</u>
<u>“share”</u>	<u>shall mean a share in the capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied.</u>

<u>“special resolution”</u>	<u>shall have the same meaning as in the Companies Act and for this purpose, the requisite majority shall be not less than three-fourths of the votes of such members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given, and includes a unanimous written resolution passed pursuant to Article 14.12. In computing the majority on a poll regard shall be had to the number of votes to which each member is entitled by the Articles.</u>
<u>“subsidiary”</u>	<u>shall have the meaning attributed to such term in the Companies Ordinance, but interpreting the term “subsidiary” in accordance with the definition of “subsidiary” under the Listing Rules.</u>
<u>“transfer office”</u>	<u>shall mean the place where the principal register is situate for the time being.</u>
<u>“Virtual Meeting”</u>	<u>shall mean any general meeting of the members at which the members (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) are permitted to attend and participate solely by means of Communication Facilities.</u>
these Articles <u>“these Articles”</u>	shall mean the present Articles of Association and all supplementary, amended or substituted Articles for the time being in force;
associate(s) <u>“associate(s)”</u>	shall have the meaning attributed to it in the Listing Rules;
Auditors <u>“Auditors”</u>	shall mean the persons appointed by the Company from time to time to perform the duties of auditors of the Company;
Board <u>“Board”</u>	shall mean the majority of the Directors present and voting at a meeting of directors at which a quorum is present;
capital <u>“capital”</u>	shall mean the share capital from time to time of the Company;

the Chairman "the Chairman"	shall mean the Chairman presiding at any meeting of members or of the Board;
The Company "the Company" or "this Company"	shall mean Great World Company Holdings Ltd;
the Companies Law/ the Law "the Companies Law" or "the Law"	shall mean the Companies Law (1998 Revision), Cap. 22 of the Cayman Islands and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor;
the Companies Ordinance "the Companies Ordinance"	shall mean the Companies Ordinance (Cap. 32 of the Laws of Hong Kong) as in force from time to time;
Directors "Directors"	shall mean the directors from time to time of the Company;
dividend "dividend"	shall include bonus dividends and distributions permitted by the Law to be categorised as dividends;
dollars/HK\$ "dollars" and "HK\$"	shall mean dollars legally current in Hong Kong; Exchange
"Exchange"	shall mean The Stock Exchange of Hong Kong Limited;
Hong Kong "Hong Kong"	shall mean the Hong Kong Special Administrative Region of the People's Republic of China and its dependencies;
HK Code on Takeovers & Mergers "HK Code on Takeovers & Mergers"	shall mean the Code on Takeovers and Mergers issued by the Securities and Futures Commission of Hong Kong as amended from time to time;
Listing Rules "Listing Rules"	shall mean the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Exchange as amended from time to time;
month "month"	shall mean a calendar month;

ordinary resolution "ordinary resolution"	shall mean a resolution passed by a simple majority of the votes of such members of the Company as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorised representatives, at a general meeting held in accordance with these Articles and includes an ordinary resolution passed pursuant to Article 85;
principal register "principal register"	shall mean the register of members of the Company maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time;
published in the newspapers "published in the newspapers"	means published as a paid advertisement in English in at least one English language newspaper and in Chinese in at least one Chinese language newspaper, being in each case a newspaper published daily and circulating generally in Hong Kong and gazetted to be eligible to carry legal notices from time to time;
recognised clearing house "recognised clearing house"	shall mean a clearing house or authorised share depository recognised by the laws of the jurisdiction in which the shares are listed or quoted on a stock exchange in such jurisdiction;
the register "the register"	shall mean the principal register and any branch registers;
registration office "registration office"	shall mean in respect of the shares of the Company, such place or places where the Board from time to time determines to keep a branch register of holders in respect of such shares and where (except in cases where the Board otherwise determines) transfers of documents of title for such shares are to be lodged for registration and are to be registered;
seal "seal"	shall include the common seal of the Company, the securities seal or any duplicate seal adopted by the Company pursuant to Article 138;
Secretary "Secretary"	shall mean the person appointed as company secretary by the Board from time to time;

share "share"	shall mean a share in the capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied;
shareholders/ members "shareholders" or "members"	shall mean the persons who are duly registered as the holders from time to time of shares in the register including persons who are jointly so registered;
special resolution App 11 Part B r.1 "special resolution"	shall have the same meaning as ascribed thereto in the Law and shall include a unanimous written resolution of all members: for this purpose, the requisite majority shall be not less than three-fourths of the votes of such members of the Company as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorised representatives, at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given and includes a special resolution passed pursuant to Article 85;
subsidiary and holding company "subsidiary" and "holding company"	shall have the meanings ascribed to such terms in the Companies Ordinance;
transfer office "transfer office"	shall mean the place where the principal register is situate for the time being;

2.3 ~~Words in Law to bear same meaning in Articles~~ Subject as aforesaid, any words defined in the ~~Law~~Companies Act shall, if not inconsistent with the subject and/or context, bear the same meanings in these Articles;

~~writing/printing "writing" or "printing" shall include writing, printing, lithograph, photograph, type writing and every other mode of representing words or figures in a legible and non-transitory form;~~

2.4 ~~gender words~~Words importing either gender shall include the other gender and the neuter; ~~persons/companies~~ words importing persons and the neuter shall include companies and corporations and vice versa; ~~singular~~ and ~~plural~~ words denoting the singular shall include the plural and words denoting the plural shall include the singular.

2.5 “Writing” or “printing” shall include writing, printing, lithograph, photograph, type-writing and every other mode of representing words or figures in a legible and non-transitory form and, only where used in connection with a notice served by the Company on members or other persons entitled to receive notices hereunder, shall also include a record maintained in an electronic medium which is accessible in visible form so as to be useable for subsequent reference.

2.6 Sections 8 and 19(3) of the Electronic Transactions Act shall not apply.

3 **Share Capital and Modification of Rights**

3.3.1 ~~The~~The authorised share capital of the Company at the date of the adoption of these Articles is ~~HK\$200,000,000~~300,000,000 divided into ~~2,000,000,000~~3,000,000,000 shares of ~~par value of HK\$0.100~~1 each.

4.3.2 Subject to the provisions of these Articles and to any direction that may be given by the Company in general meeting and without prejudice to any special rights conferred on the holders of any existing shares or attaching to any class of shares, any share may be issued with or have attached thereto such preferred, deferred, qualified or other special rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise, and to such persons at such times and for such consideration as the Board may determine ~~provided always that where the Company issues shares which do not carry voting rights, the words “non-voting” shall appear in the designation of such shares and where the equity capital includes shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words “restricted voting” or “limited voting”.~~ Subject to the ~~Law~~Companies Act and to any special rights conferred on any ~~shareholders~~members or attaching to any class of shares, any share may, with the sanction of a special resolution, be issued on terms that it is, or at the option of the Company or the holder thereof is, liable to be redeemed. No shares shall be issued to bearer ~~for so long as a recognised clearing house (in its capacity as such) is a member of the Company.~~

5.3.3 Subject to the Listing Rules, the Board may issue warrants to subscribe for any class of shares or other securities of the ~~warrants subscribe for any class of shares or other securities of the~~ Company on such terms as it may from time to time determine. No warrants shall be issued to bearer for so long as a recognised clearing house (in its capacity as such) is a member of the Company. Where warrants are issued to bearer, no new warrant shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed and the Company has

Capital
App 3 r.9
Capital

Issue of shares
App 3
r.10(1)&(2)
Issue of shares

Issue of
App 3 r.2(2)
Issue
of warrants

~~received an indemnity in such destroyed and the Company has received an indemnity in such form as the Board shall think fit with regard to the issue of any such new warrant.~~

How class rights
may be modified
App 3 How class
rights may be
modified
App 3
r.15

6.3.4

~~(a) If at any time the share capital of the Company is divided into different classes of shares, all or any of the rights~~If at any time the share capital of the Company is divided into different classes of shares, all or any of the rights attached to any class of shares for the time being issued ~~(unless otherwise provided for in the terms of issue of the shares of that class) may, subject to the provisions of the Law, be varied or abrogated with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class. To every such separate meeting~~(unless otherwise provided for in the terms of issue of the shares of that class) may, subject to the provisions of the Companies Act, be varied or abrogated with the consent in writing of the holders of not less than three-fourths of the voting rights of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class. To every such separate meeting all the provisions of these Articles relating to ~~general meetings shall *mutatis mutandis* apply, but so that the quorum for the purposes of any such separate meeting and of any adjournment thereof shall be a person or persons together holding (or representing by proxy) at the date of the relevant meeting not less than one-third in the quorum for the purposes of any such separate meeting and of any adjournment thereof shall be a person or persons together holding (or representing by proxy or duly authorised representative) at the date of the relevant meeting not less than one-third nominal value of the voting rights of the issued shares of that class, and that any holder of shares of the class present in person or by proxy may demand a poll.~~

3.5

The special rights conferred upon the holders of shares of any class shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

Non-voting or
limited voting
shares
App 3
r.10

3.6

Where the share capital of the Company include shares which do not carry voting rights, the words "non-voting" shall appear in the designation of such shares. Where the share capital of the Company includes shares with different voting rights, the words "restricted voting" or "limited voting" shall appear in the designation of each class of shares other than the class of shares with the most favourable voting rights.

Company may
purchase and
finance the
purchase of own
shares and
warrants

7.3.7

~~Subject to the Law~~Companies Act, or any other law or so far as not prohibited by any law or the Listing Rules and subject to any rights conferred on the holders of any class of shares, the Company shall have the power to purchase or otherwise acquire ~~all or any of its own shares (which expression as used in this Article includes redeemable shares) provided that (a) the manner of~~

purchase has first been authorised by ~~a~~ an ordinary resolution ~~of the shareholders~~, and (b) any such purchase shall only be made in accordance with any relevant code, rules or regulations issued by the Exchange or the Securities and Futures Commission of Hong Kong from time to time in force, and to purchase or otherwise acquire warrants for the subscription or purchase of its own shares, and shares and warrants for the subscription or purchase of any shares in any company which is its holding company and may make payment therefor in any manner authorised or not prohibited by law, including out of capital, or to give, directly or indirectly, by means of a loan, a guarantee, a gift, an indemnity, the provision of security or otherwise howsoever, financial assistance for the purpose of or in connection with a purchase or other acquisition made or to be made by any person of any shares or warrants in the Company or any company which is a holding company of the Company and should the Company purchase or otherwise acquire its own shares or warrants neither the Company nor the Board shall be required to select the shares or warrants to be purchased or otherwise acquired rateably or in any other manner as between the holders of shares or warrants of the same class or as between them and the holders of shares or warrants 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 purchase or other acquisition or financial assistance shall only be made in accordance with any relevant code, rules or regulations issued by the Exchange or the Securities and Futures Commission of Hong Kong from time to time in force.

3.8 The Board may accept the surrender for no consideration of any fully paid share.

8.3.9 The Company in general meeting may, from time to time, whether or not all the shares for the time being authorised shall have been issued and whether or not all the shares for the time being issued shall have been fully paid up, by ordinary resolution, increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts as the resolution shall prescribe.

9.3.10 (a) Subject to the provisions of the Law Companies Act and the Memorandum of Association of the Company, and to any special rights conferred on the holders of any shares or attaching to any class of shares, shares may be issued on the terms that they may be, or at the option of the Company or the holders are, liable to be redeemed on such terms and in such manner, including out of capital, as the Board may deem fit.

3.11 (b) Where the Company purchases ~~for redemption a redeemable share or~~ redeems any of its shares, purchases or redemption not made through the market or by tender shall be limited to a maximum price, and if purchases are by tender, tenders shall be available to all ~~shareholders~~ members alike.

Power to
increase capital
Power to
increase capital

Redemption
Redemption
App 3
r.8(1) & (2)

Purchase or
redemption not
to give rise to
other purchases
or redemptions
Certificates to be
surrendered for
cancellation

Purchase or redemption not to give rise to other purchases or redemptions
Certificates to be surrendered for cancellation

- 10.3.12 (a) The purchase or redemption of any share shall not be deemed to give rise to the purchase or redemption of any other share.
- 3.13 (b) The holder of the shares being purchased, surrendered or redeemed shall be bound to deliver up to the Company at its principal place of business in Hong Kong or such other place as the Board shall specify the certificate(s) thereof, if any, for cancellation and thereupon the Company shall pay to him the purchase or redemption monies in respect thereof.

Shares at the disposal of the Board
Shares at the disposal of the Board

- 11.3.14 Subject to the provisions of the ~~Law~~ of Companies Act, the Memorandum of Association of the Company and of these Articles relating to new shares, the unissued shares in the Company (whether forming part of its original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration, and upon such terms, as the Board shall determine.

Company may pay commissions
Company may pay commissions

- 12.3.15 The Company may, unless prohibited by law, at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that the conditions and requirements of the ~~Law~~ Companies Act shall be observed and complied with, and in each case the commission shall not exceed 10% of the price at which the shares are issued.

Company not to recognise trusts in respect of shares
Company not to recognise trusts in respect of shares

- 13.3.16 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 shares or any interest in any fractional part of a share or any other rights in respect of any share or any other claim to or in respect of any such share on the part of any person except an absolute right to the entirety thereof in the registered holder.

4 **Register of Members and Share Certificates**

Share register
App 3
r.1(1)
Share register

14. (a) 4.1 The Board shall cause to be kept at such place within or outside the Cayman Islands as it deems fit a principal register of the members and there shall be entered therein the particulars of the members and the shares issued to each of them and other particulars required under the ~~Law~~ Companies Act.

- (b)4.2 If the Board considers it necessary or appropriate, the Company may establish and maintain a branch register or registers of members at such location or locations within or outside the Cayman Islands as the Board thinks fit. The principal register and the branch register(s) shall together be treated as the register for the purposes of these Articles.
- (c)4.3 The Board may, in its absolute discretion, at any time transfer any share on the principal register to any branch register or any share ~~upon~~on any branch register to the principal register or any other branch register.
- (d)4.4 ~~The~~Notwithstanding anything contained in this Article, the Company shall as soon as practicable and on a regular basis record in the principal register all transfers of shares effected on any branch register and shall at all times maintain the principal register in such manner as to show at all times the members for the time being and the shares respectively held by them, in all respects in accordance with the Companies LawAct.
- 4.5 For so long as any shares are listed on the Exchange, title to such listed shares may be evidenced and transferred in accordance with the Listing Rules that are or shall be applicable to such listed shares. The register of members maintained by the Company in respect of such listed shares (whether the principal register or a branch register) may be kept by recording the particulars required by Section 40 of the Companies Act in a form otherwise than legible (provided it is capable of being reproduced in a legible form) if such recording otherwise complies with the Listing Rules that are or shall be applicable to such listed shares.
- App 11 Part B
r. 3(2)
App 3
r.20
15. (a)4.6 Except when a register is closed and, if applicable, subject to the additional provisions of ~~paragraphs (c) and (d) of this Article 4.8,~~ the principal register and any branch register shall during business hours be kept open to ~~the~~ inspection ~~of~~by any member without charge.
- (b)4.7 The reference to business hours in ~~paragraph (a) of this Article 4.6~~ is subject to such reasonable restrictions as the Company in general meeting may impose, but so that not less than two hours in each business day is to be allowed for inspections.
- (c)4.8 The register may, on ~~14~~10 business days' notice ~~being given~~(or on 6 business days' notice in the case of a rights issue) being given by advertisement published on the Exchange's website, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided or by advertisement published in the newspapers, be closed at such times and for such periods as the Board may from time to time determine, either generally or in respect of any class of shares, provided that the register shall not be closed for more than 30 days in any year (or such longer period as the members may by ordinary

resolution determine provided that such period shall not be extended beyond 60 days in any year). The Company shall, on demand, furnish any person seeking to inspect the register or part thereof which is closed by virtue of ~~this Article~~ these Articles with a certificate under the hand of the Secretary stating the period for which, and by whose authority, it is closed. In the event that there is an alteration of book closure dates, the Company shall give at least 5 business days' notice in accordance with the procedures set out in this Article.

4.9 In lieu of, or apart from, closing the register pursuant to other provisions in these Articles, the Board may fix in advance a date as the record date for any such determination of members entitled to receive notice of, or to vote at any general meeting of the members or any adjournment thereof, or for the purpose of determining the members entitled to receive payment of any dividend or distribution, or in order to make a determination of members for any other purpose.

~~(d) Any register held in Hong Kong shall during normal business hours (subject to such reasonable restrictions as the Board may impose) be open to inspection by a member without charge and any other person on payment of such fee not exceeding HK\$2.50 (or such higher amount as may from time to time be permitted under the Listing Rules) as the Board may determine for each inspection. Any member may require a copy of the register, or any part thereof, on payment of HK\$0.25, or such lesser sum as the Company may prescribe, for every 100 words or fractional part thereof required to be copied. The Company shall cause any copy so required by any person to be sent to that person within a period of 10 days commencing on the date next after the day on which the request is received by the Company.~~

16.4.10 Every person whose name is entered as a member in the register shall be entitled ~~without payment~~ to receive, within ~~the~~ any relevant time limit as prescribed in the Law Companies Act or as the Exchange may from time to time determine, whichever is shorter, and subject to payment of any fees which may be payable pursuant to Article 7.8, after allotment or ~~lodgment~~ lodgement of transfer, ~~(or within such other period as the conditions of issue shall provide),~~ one certificate for all his shares of each class 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 an Exchange board lot, ~~upon payment, in the case of a transfer, of a sum equal to the relevant maximum amount as the Exchange may from time to time determine for every certificate after the first or such lesser sum as the Board shall from time to time determine,~~ such numbers of certificates for shares in 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. All certificates for shares shall be delivered personally or sent through the post addressed to the member entitled thereto at his registered address as appearing in the register.

App 11 Part B
r.3(2)

Share certificates
App 3
r.1(1)
Share certificates

<p><u>Share certificates to be sealed</u> App 3 r. 2(1) <u>Share certificates to be sealed</u></p>	<p><u>17.4.11</u></p>	<p>Every certificate for shares or debentures or representing any other form of security of the Company shall be issued under the seal of the Company, which shall only be affixed with the authority of the Board.</p>
<p><u>Every certificate to specify number of shares</u> <u>Every certificate to specify number and class of shares</u></p>	<p><u>18.4.12</u></p>	<p>Every share certificate shall specify the number <u>and class</u> of shares in respect of which it is issued and the amount paid thereon or the fact that they are fully paid, as the case may be, and may otherwise be in such form as the Board may from time to time prescribe.</p>
<p><u>Joint holders</u> <u>Joint holders</u></p>	<p><u>19.4.13</u></p>	<p>The Company shall not be bound to register more than four persons as joint holders of any share. 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.</p>
<p><u>Replacement of share certificates</u> App 3 r.1(1) <u>Replacement of share certificates</u></p>	<p><u>20.4.14</u></p>	<p>If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, not exceeding such amount as may from time to time be permitted under the Listing Rules (or such lesser sum as the Board may from time to time require) and on such terms and conditions, if any, as to publication of notices, evidence and indemnity, as the Board thinks fit and where it is defaced or worn out, after delivery up of the old certificate to the Company for cancellation.</p>
<p><u>5</u></p>	<p>Lien</p>	
<p><u>Company's lien</u> App 3 r.1(2) <u>Company's lien</u></p>	<p><u>21.5.1</u></p>	<p>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 member (whether solely or jointly with others) 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 such person is a member of the Company or not.</p>
<p><u>Lien extends to dividends and bonuses</u> <u>Sale of shares subject to lien</u> <u>Lien extends to dividends and bonuses</u></p>	<p><u>22.5.2</u></p>	<p>The Company's<u>Company's</u> 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 this Article.</p>

Sale of shares
subject to lien

5.3 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 14 days after a notice in writing, stating and demanding payment of the sum presently payable or specifying the liability or engagement and demanding fulfilment 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, of which the Company has notice, entitled to the shares by reason of such holder's death, mental disorder or bankruptcy.

Application or
Application of
proceeds of such
sale

~~23.5.4~~ 23.5.4 ~~The net proceeds of such sale by the Company after the payment~~The net proceeds of such sale by the Company after the payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability or 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 and upon surrender, if required by the Company, for cancellation of the certificate for the share sold) be paid to the holder immediately before such sale of the share. For giving effect to any such sale, the Board may authorise any 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.

6 **Calls on Shares**

Calls, how made
Calls, how made

24.6.1 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 (whether on account of the nominal amount of the shares or by way of premium or otherwise) 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. A call may be revoked or postponed as the Board may determine.

Notice of call
Notice of call

25.6.2 At least 14 days' notice of any call shall be given to each member specifying the time and place of payment and to whom such payment shall be made.

Copy of notice to
be sent
Copy of notice to
be sent

26.6.3 A copy of the notice referred to in Article ~~25~~26.2 shall be sent in the manner in which notices may be sent to members by the Company as herein provided.

- Every member liable to pay call at appointed time and place
Every member liable to pay call at appointed time and place 27-6.4 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 Board shall specify. A person upon whom a call is made shall remain liable on such call notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- Notice of call may be published in newspapers
Notice of call may be published in newspapers or given by electronic means 28-6.5 In addition to the giving of notice in accordance with Article ~~266.3~~, 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 affected by notice published on the Exchange's website, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided or by advertisement published in the newspapers.
- When call deemed to have been made
When call deemed to have been made 29-6.6 A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed.
- Liability of joint holders
Liability of joint holders 30-6.7 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.
- Board may extend time fixed for call
Board may extend time fixed for call 31-6.8 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 by reason of residence outside Hong Kong or other cause the Board considers it reasonable to grant an extension to, but no member shall be entitled to any such extension as a matter of grace and favour.
- Interest on calls
Interest on calls 32-6.9 If the sum or any instalment payable in respect of any call is unpaid on or before the day appointed for payment thereof, the person or persons from whom the sum is due shall pay interest on the same at such rate not exceeding 15% per annum as the Board shall determine from the day appointed for the payment thereof to the time of actual payment, but the Board may waive payment of such interest wholly or in part.
- Suspension of privileges while call in arrears
Suspension of privileges while call in arrears 33-6.10 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 sums or instalments due from him to the Company in respect of any call, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.
- Evidence in action for call
Evidence in action for call 34-6.11 At 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, and the proof of the matters aforesaid shall be conclusive evidence of the debt.

Sums payable on allotment/in future deemed a call
Sums payable on allotment or in future deemed a call

35.6.12

Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, whether on account of the nominal value of the share and/or by way of premium or otherwise, 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, liabilities of joint holders, forfeiture and the like, shall apply as if such sum had become payable by virtue of a call duly made and notified.

Payment of calls in advance
App 3
r.3(4)
Payment of calls in advance

36.6.13

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 its 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. No such sum paid in advance of calls shall entitle the member paying such sum to any portion of a dividend declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

7

Transfer of Shares

Form of transfer
App 3
r.1(4)
Form of transfer

37.7.1

All transfers of shares may be effected by an instrument of transfer in the usual common form or in any standard form of transfer as prescribed by the Exchange or such other form as the Board may approve, which is consistent with the standard form of transfer as prescribed by the Exchange and approved by the Board. All instruments of transfer must be left at the registered office of the Company or at such other place as the Board may appoint and all such instruments of transfer shall be retained by the Company.

Execution
Execution

38.7.2

The instrument of transfer shall be executed by or on behalf of the transferor and by or on behalf of the transferee PROVIDED that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. The instrument of transfer of any share shall be in writing and shall be executed with a manual signature or facsimile signature (which may be machine imprinted or otherwise) by or on behalf of the transferor and transferee PROVIDED that in the case of execution by facsimile signature by or on behalf of a transferor or transferee, the Board shall have previously been provided with a list of specimen signatures of the authorised signatories of such transferor or transferee and the Board shall be

reasonably satisfied that such facsimile signature corresponds to one of those specimen signatures. The transferor shall be deemed to remain the holder of a share until the name of the transferee is entered in the register in respect thereof.

7.3 Notwithstanding Articles 7.1 and 7.2, transfers of shares which are listed on the Exchange may be effected by any method of transferring or dealing in securities permitted by the Listing Rules and which has been approved by the Board for such purpose.

Board may refuse to register a transfer
App 3
r.1(2)
Board may refuse to register a transfer
Notice of refusal
Notice of refusal

39.7.4 The Board may, in its absolute discretion, and without assigning any reason, refuse to register a transfer of any share which is not fully paid up or on which the Company has a lien.

40.7.5 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.

Requirements as to transfer
App 3
r.1(3)
App 3
r.1(4)
Requirements as to transfer

41.7.6 The Board may also decline to register any transfer of any shares unless:

- (a) ~~(a)~~ the instrument of transfer is lodged with the Company accompanied by the certificate for the shares to which it relates (which shall upon registration of the transfer be cancelled) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer and/or with regard to whether or not the transfer would result in any contravention of the restriction (if any) on the holding of shares imposed by the Board pursuant to Article ~~457.10~~; ~~and~~
- (b) ~~(b)~~ the instrument of transfer is in respect of only one class of shares; ~~and~~
- (c) ~~(c)~~ the instrument of transfer is properly stamped (in circumstances where stamping is required); ~~and~~
- (d) ~~(d)~~ in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not ~~holders to which the share is to be transferred does not~~ exceed four; ~~and~~
- (e) ~~(e)~~ the ~~share~~ shares concerned are free of any lien in favour of the Company; and
- (f) ~~(f)~~ a fee for registration of such maximum as ~~prescribed by the Listing Rules~~ Exchange may from time to time determine to be payable (or such lesser sum as the Board may from time to time require) is paid to the Company in respect thereof.

~~No transfer to an
infant etc
No transfer to an
infant etc~~

42.7.7 No transfer shall be made to an infant or to a person in respect of whom an order has been made by any competent court or official on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs or under other legal disability.

~~Certificate to be
given up on
transfer
Certificate to be
given up on
transfer~~

43.7.8 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 further charge,~~ on payment by the transferee of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as the Board may from time to time require, 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,~~ on payment by the transferor of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as the Board may from time to time require. The Company shall also retain the instrument(s) of transfer.

~~When transfer
books and
register may
close
App 11
Part B r.3(2)
When transfer
books and
register may
close~~

44.7.9 The registration of transfers may, on 1410 business days' notice-being-given (or on 6 business days' notice in the case of a rights issue) being given by advertisement published on the Exchange's website, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided or by advertisement published in the newspapers, be suspended and the register closed at such times for such periods as the Board may from time to time determine, provided always that such registration shall not be suspended or the register closed for more than 30 days in any year (or such longer period as the members may by ordinary resolution determine provided that such period shall not be extended beyond 60 days in any year). In the event that there is an alteration of book closure dates, the Company shall give at least 5 business days' notice before the announced closure, or the new closure, whichever is earlier. If, however, there are exceptional circumstances (e.g. during a gale warning or black rainstorm warning) that render the giving of such publication of advertisement impossible, the Company shall comply with these requirements as soon as practicable.

~~Compulsory
Transfer of Shares~~

45.7.10 (a) The board shall have power to impose such restrictions as it may think necessary for the purpose of ensuring that no shares are held by:

(i) any person in breach of the law or requirements of any country or governmental authority; or

- ~~(ii)~~(ii) any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Board to be relevant) which in the opinion of the Board might result in the Company incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company might not otherwise have incurred or suffered.
- (b) ~~(b)~~-If it shall come to the notice of the Board that any shares are owned directly or beneficially by any person in contravention of any such restrictions as are referred to in paragraph (a) of this Article the Board may give notice to such person requiring him to transfer such shares to a person who would not thereby be in contravention of any such restrictions as aforesaid. If any person upon whom such a notice is served pursuant to this paragraph does not within thirty days after such notice transfer such shares as aforesaid or establish to the satisfaction of the Board (whose judgment shall be final and binding) that such shares are not held in contravention of any such restrictions he shall be deemed upon the expiration of such period of thirty days to have given an instrument of transfer in respect of all his shares the subject of such notice and the Directors shall be entitled to sell such shares at the best price reasonably obtainable from any other person and to appoint any person to sign on his behalf such documents as may be required for the purposes of the sale and transfer. Upon the Directors resolving to sell the shares of a member pursuant to this Article, the member shall be bound forthwith to deliver to the Company or its authorised agents the certificate(s) for such shares.
- (c) ~~(c)~~-Payment of the purchase moneys payable on a purchase under this Article will be made in dollars and will be deposited by the Company with or to the order of the Board in the name of the Company for payment to any such person. Upon the deposit of such purchase moneys as aforesaid such person shall have no further interest such shares or any of them or any claim against the Company in respect thereof except the right to receive the moneys so deposited (without interest).
- (d) ~~(d)~~-The Company may, if required to do so by law or any authority or by the Exchange, make available to such authority or to the Exchange evidence or information which may have been furnished to or which may come into the possession of the Company as regards the identity of a holder of shares and/or the qualification of such a holder to hold or to continue to hold such shares and the Company shall not be liable to such holder for any loss occasioned by reason of such disclosure.

8 **Transmission of Shares**

Death of registered holder or of joint holder of shares
Death of registered holder or of joint holder of shares

46-8.1 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.

Registration of personal representatives and trustee in bankruptcy
Registration of personal representatives and trustee in bankruptcy

47-8.2 Any person becoming entitled to a share in consequence of the death or bankruptcy or winding-up 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 other person nominated by him registered as the transferee thereof.

Notice of election to be registered/Registration of nominee
Notice of election to be registered/Registration of nominee

48-8.3 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 in favour of his nominee a transfer of such share. All the limitations, restrictions and provisions of these Articles 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 or winding-up of the member had not occurred and the notice or transfer were a transfer executed by such member.

Retention of dividends, etc., until transfer or transmission of shares of a deceased or bankrupt member
Retention of dividends, etc., until transfer or transmission of shares of a deceased or bankrupt member

49-8.4 A person becoming entitled to a share by reason of the death or bankruptcy or winding-up 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 8715.3 being met, such a person may vote at meetings.

9 **Forfeiture of Shares**

If call or instalment not paid notice may be given
If call or instalment not paid notice may be given

50-9.1 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 336.10, 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.

Form of notice
Form of notice

51.9.2 The notice shall name a further day (not earlier than the expiration of 14 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 and at the place appointed, the shares in respect of which the call was made or instalment is unpaid will be liable to be forfeited. The Board may accept a surrender of any share liable to be forfeited hereunder and in such case, references in these Articles to forfeiture shall include surrender.

If notice not
complied with
shares may be
forfeited
If notice not
complied with
shares may be
forfeited

52.9.3 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.

Forfeited shares
to be deemed
property of
Company
Forfeited shares
to be deemed
property of
Company

53.9.4 Any share so forfeited shall be deemed to be the property of the Company, and may be re-allotted sold or otherwise disposed of on such terms and in such manner as the Board thinks fit and at any time before a re-allotment, sale or disposition the forfeiture may be cancelled by the Board on such terms as it thinks fit.

Arrears to be
paid
notwithstanding
forfeiture
Arrears to be
paid
notwithstanding
forfeiture

54.9.5 A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding this, 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 15% per annum as the Board may prescribe, and the Board may enforce the payment thereof if it thinks fit, and without any deduction or allowance for the value of the shares forfeited, at the date of forfeiture. 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, whether on account of the nominal value of the share or by way of premium, 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.

Evidence of
forfeiture
Evidence of
forfeiture

55.9.6 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 re-allotment, sale or disposition thereof and the Board may authorise any person to execute a letter of re-allotment or transfer the share in favour of the person to whom

the share is re-allotted, 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 subscription or 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, re-allotment, sale or other disposal of the share.

Notice after forfeiture
Notice after forfeiture

56-9.7 When any share shall have been forfeited, notice of the forfeiture 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. Notwithstanding the above, no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice as aforesaid.

Power to redeem forfeited shares
Power to redeem forfeited shares

57-9.8 Notwithstanding any such forfeiture as aforesaid, the Board may at any time, before any share so forfeited shall have been re-allotted, sold, or otherwise disposed of, permit the share forfeited to be redeemed upon the 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 it thinks fit.

Forfeiture not to prejudice Company's right to call or instalment
Forfeiture not to prejudice Company's right to call or instalment

58-9.9 The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payable thereon.

Forfeiture for non-payment of any sum due on shares
Forfeiture for non-payment of any sum due on shares

59-9.10 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, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

10 Stock

Power to convert into stock
Power to convert into stock

60-10.1 Subject to the Companies Law~~Act~~, the Company may by ordinary resolution convert any fully paid up shares into stock, and may from time to time by like resolution re-convert any stock into fully paid up shares of any denomination.

Transfer of stock
Transfer of stock

61-10.2 The holders of stock may transfer the same or any part thereof in the same manner, and subject to the same regulations as and subject to which the shares from which the stock arose might prior to conversion have been transferred or as near thereto as circumstances admit, but the Board may from time to time, if it thinks fit, fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose. No warrants to bearer shall be issued in respect of any stock.

Rights of
stockholders
Rights of
stockholders

62.10.3 The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, participation in assets on a winding up, voting at meetings, and other matters, as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage.

Interpretation
Interpretation

63.10.4 Such of the provisions of these Articles as are applicable to paid up shares shall apply to stock, and the words "share" and "~~shareholder~~member" therein shall include "stock" and "stockholder".

11 Alteration of Capital

~~64.(e)~~11.1 The Company may from time to time by ordinary resolution:

Consolidation
and division of
capital and
sub-division and
cancellation of
shares
Consolidation
and division of
capital and
sub-division and
cancellation of
shares

(i)(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares. On any consolidation of fully paid shares and division 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~~Company's benefit;

(ii)(b) 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, and diminish the amount of its share capital by the amount of the shares so cancelled subject to the provisions of the ~~Law~~Companies Act; and

(iii)(c) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association of the Company, subject nevertheless to the provisions of the ~~Law~~Companies Act, and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights, over, or may have such deferred rights or be subject to any such

restrictions as compared with the others as the Company has power to attach to unissued or new shares.

Reduction of capital
Reduction of capital

- 11.2(f) The Company may by special resolution reduce its share capital, or any capital redemption reserve ~~or any share premium account~~ in any manner authorised and subject to any conditions prescribed by the ~~Law~~Companies Act.

12 Borrowing Powers

Power to borrow
Power to borrow

- 65.12.1 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 assets (present and future) and uncalled capital or any part thereof.

Conditions on which money may be borrowed
Conditions on which money may be borrowed

- 66.12.2 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 debts, liability or obligations of the Company or of any third party.

Assignment
Assignment

- 67.12.3 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.

Special privileges
Special privileges

- 68.12.4 Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise 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.

Register of charges to be kept
Register of charges to be kept

69. (a)12.5 The Board shall cause a proper register to be kept, in accordance with the provisions of the ~~Law~~Companies Act, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the ~~Law~~Companies Act in regard to the registration of mortgages and charges therein specified and otherwise.

Register of debentures or debenture stock
Register of debentures or debenture stock

- 12.6 (b) If the Company issues debentures or debenture stock (whether as part of a series or as individual instruments) not transferable by delivery, the Board shall cause a proper register to be kept of the holders of such debentures.

Mortgage of uncalled capital
Mortgage of uncalled capital

- 70.12.7 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.

13 General Meetings

When annual
general meeting
to be held
App 3
r.14(1)

13.1 The Company shall hold a general meeting as its annual general meeting for each financial year, to be held within six months (or such other period as may be permitted by the Listing Rules or the Exchange) after the end of such financial year. The annual general meeting shall be specified as such in the notices calling it, and shall be held at such time and place as the Board shall appoint.

When annual
general meeting
to be held
App 11
Part B r.3(3)
r.4(2)

~~71. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse (or such longer period as the Exchange may authorise) between the date of one annual general meeting of the Company and that of the next. So long as the first annual general meeting of the Company is held within 15 months from the date of its incorporation, it need not be held in the year of its incorporation. The annual general meeting shall be held at such time and place as the Board shall appoint.~~

Extraordinary
general meeting
Extraordinary
general meeting

~~72.13.2~~ All general meetings other than annual general meetings shall be called extraordinary general meetings.

Convening of
extraordinary
general meeting
Convening of
extraordinary
general meeting
App 3
r.14(5)

~~73.13.3~~ The Board may, whenever it thinks fit, convene an extraordinary general meeting. General meetings shall also be convened on the written requisition of any two or more members of the Company deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the registered office specifying the objects of the meeting and signed by the requisitionists, provided that such requisitionists held as at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company which carries the right of voting at~~The Board~~ may, whenever it thinks fit, convene an extraordinary general meetings of the Company meeting. General meetings may shall also be convened on the written requisition of ~~anyone member~~ any one or more members of the Company ~~which is a recognised clearing house (or its nominee) deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the registered office specifying the objects of the meeting and~~ the resolutions to be added to the meeting agenda, and signed by the requisitionist~~requisitionist(s), provided that such requisitionist~~ requisitionists held as at the date of deposit of the requisition not less than one-tenth of the ~~paid up capital~~ voting rights, on a one vote per share basis, of the issued shares of the Company ~~which as at that date carries the right of voting to vote~~ at general meetings of the Company. If the Board does not within 21 days from the date of deposit of the requisition proceed duly to convene the meeting ~~to be held within a further 21 days,~~ the requisitionist(s) themselves or any of them representing more than one-half of the total voting rights of all of them, may convene the general meeting in the

same manner, as nearly as possible, as that in which meetings may be convened by the Board provided that any meeting so convened shall not be held after the expiration of three months from the date of deposit of the requisition, and all reasonable expenses incurred by the ~~requisitionist~~(requisitionist(s) as a result of the failure of the Board shall be reimbursed to them by the Company.

13.4 The Directors may make Communication Facilities available for a specific general meeting or all general meetings of the Company so that members and other participants may attend and participate at such general meetings by means of such Communication Facilities. Without limiting the generality of the foregoing, the Directors may determine that any general meeting may be held as a Virtual Meeting.

74. (a) 13.5 An annual general meeting ~~and any extraordinary general meeting called for the passing of a special resolution~~ shall be called by not less than 21 days' notice in writing and any ~~other~~ extraordinary general meeting shall be called by not less than 14 days' notice in writing. ~~The Subject to the requirement under the Listing Rules, 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 time, place, and agenda of the meeting, particulars of the resolutions to be considered at the meeting and in the case of special business (as defined in Article ~~76~~14.1) the general nature of that business. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. The notice of any general meeting (including a postponed or reconvened meeting held pursuant to Article 13.12) at which Communication Facilities will be utilised (including any Virtual Meeting) must disclose the Communication Facilities that will be utilised, including the procedures to be followed by any member or other participant of the general meeting who wishes to utilise such Communication Facilities for the purpose of attending, participating and voting at such general meeting. Notice of every general meeting shall be given to the Auditors and to all members other than such as, under the provisions hereof or the terms of issue of the shares they hold, are not entitled to receive such notice from the Company.

~~(b)~~13.6 Notwithstanding that a meeting of the Company is called by shorter notice than that referred to in ~~paragraph (a) hereof~~ Article 13.5, it shall be deemed to have been duly called if it is so agreed:

~~(i)~~(a) in the case of a meeting called as an annual general meeting, by all the members of the Company entitled to attend and vote thereat or their proxies; and

(ii)(b) in the case of any other 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 95% in nominal value of the shares giving that right.

(e)13.7 There shall appear with reasonable prominence in every notice of general meetings of the Company a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend, ~~on a poll,~~ and vote instead of him and that a proxy need not be a member of the Company.

Omission to give
notice/instrument
of proxy
Omission to give
notice

75. (a)13.8 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
send instrument
of proxy

(b)13.9 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.

13.10 If, after the notice of a general meeting has been sent but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board, in its absolute discretion, considers that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time and place specified in the notice calling such meeting, it may change or postpone the meeting to another date, time and place in accordance with Article 13.12.

13.11 The Board shall also have the power to provide in every notice calling a general meeting that in the event of a gale warning or a black rainstorm warning (or the equivalent in the location of the relevant meeting) is in force at any time on the day of the general meeting (unless such warning has been cancelled at least a minimum period of time prior to the general meeting as the Board may specify in the relevant notice), the meeting shall be postponed without further notice to be reconvened on a later date in accordance with Article 13.12.

13.12 Where a general meeting is postponed in accordance with Article 13.10 or Article 13.11:

(a) the Company shall endeavour to cause a notice of such postponement, which shall set out the reason for the postponement in accordance with the Listing Rules, to be placed on the Company's Website and published on the Exchange's website as soon as practicable, provided that failure to place or publish such notice shall not affect the automatic postponement of a general meeting pursuant to Article 13.11;

- (b) the Board shall fix the date, time and place for the reconvened meeting and at least seven clear days' notice shall be given for the reconvened meeting by one of the means specified in Article 31.1; and such notice shall specify the date, time and place at which the postponed meeting will be reconvened, and the date and time by which proxies shall be submitted in order to be valid at such reconvened meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the reconvened meeting unless revoked or replaced by a new proxy); and
- (c) only the business set out in the notice of the original meeting shall be transacted at the reconvened meeting, and notice given for the reconvened meeting does not need to specify the business to be transacted at the reconvened meeting, nor shall any accompanying documents be required to be recirculated. Where any new business is to be transacted at such reconvened meeting, the Company shall give a fresh notice for such reconvened meeting in accordance with Article 13.5.

Special business
Special business
App.3
r. 17

14**Proceedings at General Meetings**

- (a)
- (b)
- (c)
- (d)
- (e)
- (f)
- (g)

76.14.1

All business shall be deemed special that is transacted at an extraordinary general meeting and also all business shall be deemed special that is transacted at an annual general meeting with the exception of the following, which shall be deemed ordinary business:

- (a) the declaration and sanctioning of dividends;
- (b) the consideration and adoption of the accounts and balance sheets and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheet;

- (c) the election of Directors in place of those retiring;~~the appointment of Auditors;~~
- (d) the appointment, removal and remuneration of Auditors;
- (e) the fixing of, or the determining of the method of fixing of, the remuneration of the Directors and of the Auditors;
- (f) the granting of any mandate or authority to the Directors to offer, allot, grant options over, or otherwise dispose of the unissued shares of the Company representing not more than 20% (or such other percentage as may from time to time be specified in the Listing Rules) in nominal value of its then existing issued share capital and the number of any securities repurchased pursuant to ~~paragraph Article 14.1(g) of this Article;~~ and
- (g) the granting of any mandate or authority to the Directors to repurchase securities of the Company.

Quorum
Quorum

77.14.2

For all purposes the quorum for a general meeting shall be two members ~~present in person or by proxy~~ Present provided always that if the Company has only one member of record the quorum shall be that one member ~~present in person or by proxy~~ Present. No business (except the appointment of a Chairman) shall be transacted at any general meeting unless the requisite quorum shall be ~~present~~ Present at the commencement of the business.

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

78.14.3

If within 15 minutes from the time appointed for the meeting a quorum is not ~~present~~ Present, the meeting, if convened upon the requisition of members, shall be dissolved, but in any other case it shall stand adjourned to ~~such other day (not being less than seven nor more than twenty-eight days thereafter)~~ 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~~ Present within 15 minutes from the time appointed for holding the meeting, the member or members ~~present in person or by proxy~~ Present shall be a quorum and may transact the business for which the meeting was called.

Chairman of general meeting
Chairman of general meeting

79.14.4

~~The Chairman~~ The chairman of the board of Directors shall take the chair at every general meeting, or, if there be no such ~~Chairman~~ chairman or, if at any general meeting such ~~Chairman~~ chairman shall not be ~~present~~ Present within 15 minutes after the time appointed for holding such meeting or is unwilling to act, the Directors ~~present~~ Present shall choose another Director as Chairman, or if one Director only is present he shall preside as Chairman if willing to act. If no Director is ~~present~~ be Present, or if all the Directors ~~present~~ Present decline to take the chair, or if the Chairman chosen shall retire from the chair, then the members ~~present~~ Present shall choose one of their own number to be Chairman.

14.5 The Chairman of any general meeting shall be entitled to attend and participate at such general meeting by means of Communication Facilities, and to act as the Chairman, in which event:

- (a) the Chairman shall be deemed to be Present at the meeting; and
- (b) if the Communication Facilities are interrupted or fail for any reason to enable the Chairman to hear and be heard by all other Persons attending and participating at the meeting, then the other Directors Present at the meeting shall choose another Director Present to act as Chairman of the meeting for the remainder of the meeting; provided that (i) if no other Director is Present at the meeting, or (ii) if all the Directors Present decline to take the chair, then the meeting shall be automatically adjourned to the same day in the next week and at such time and place as shall be decided by the Board.

80-14.6 The Chairman may, with the consent of any general meeting at which a quorum is ~~present~~ 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 14 days or more, at least seven clear days' notice, specifying the place, 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.

81. ~~At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is duly demanded. A poll may be demanded by:~~

- (a) ~~the Chairman of the meeting; or~~
- (b) ~~at least five members present in person or by representative(s) or by proxy/proxies and entitled to vote; or~~
- (c) ~~any member or members present in person or by representative(s) or by proxy/proxies and representing in the aggregate not less than one-tenth of the total voting rights of all members having the right to attend and vote at the meeting; or~~
- (d) ~~any member or members present in person or by representative(s) or by proxy/proxies and holding shares conferring a right to attend and vote~~

Power to adjourn
general
meeting/business
of adjourned
meeting
Power to adjourn
general
meeting/business
of adjourned
meeting

Right to demand
a poll and what is
to be evidence of
the passing of a
resolution where
poll not
demanded

App-11 Part B
r.2(3)

App-11 Part B
r.2(3)

at the meeting on which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

~~Unless a poll is so demanded and 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 Company's book containing the minutes of proceedings of meetings of the Company shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.~~

Must vote by poll

14.7

At any general meeting a resolution put to the vote of the meeting shall be decided on a poll save that the Chairman may, in good faith, allow a resolution which relates purely to a procedural or administrative matter as prescribed under the Listing Rules to be voted on by a show of hands.

Poll

82.14.8

~~(a) If a poll is demanded as aforesaid, it shall (subject as provided in Article 8314.9) 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 30 days from the date of the meeting or adjourned meeting at which the poll was demanded taken as the Chairman directs. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn, with the consent of the Chairman, at any time before the close of the meeting at which the poll was demanded or the taking of the poll, whichever is earlier. taken.~~

Business may proceed notwithstanding demand for poll

(b)

~~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.~~

In what case poll taken without adjournment
In what case poll taken without adjournment

83.14.9

~~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.~~

14.10

Where a resolution is voted on by a show of hands as permitted under the Listing Rules, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book of the Company shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

Chairman to have casting vote
Chairman to have casting vote

84.

14.11

~~In the case of an equality of votes, whether on a poll or on a show of hands or on a poll, the Chairman of the meeting at which the poll or show of hands takes place or at which the poll is demanded, is taken shall be entitled to a second or casting vote.~~

<u>Written resolutions</u> <u>Written resolutions</u>	85.14.12	A resolution in writing (in one or more counterparts), including a special resolution, signed by all members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly appointed representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign.
<u>Votes of members</u> <u>Votes of members</u> <u>App 3</u> <u>r.14(3)</u>	<u>15</u>	Votes of Members
	86.15.1	Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of shares, at any general meeting <u>(a) every member Present shall have the right to speak, (b) on a show of hands, every member who is present in person (or, in the case of a member being a corporation by its duly authorised representative) Present in such manner shall have one vote, and (c) on a poll every member present in person (or, in the case of a member being a corporation, by its duly authorised representative) or by proxy Present in such manner shall have one vote for each share registered in his name in the register. On a poll a member entitled to more than one vote is under no obligation to cast all his votes in the same way. For the avoidance of doubt, where more than one proxy is appointed by a recognised clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands and is under no obligation to cast all his votes in the same way on a poll.</u>
<u>Counting of votes</u> <u>App 3</u> <u>r.14(4)</u>	<u>(a)15.2</u>	Where the Company has knowledge that any member of the Company 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 of the Company in contravention of such requirement or restriction shall not be counted.
<u>Votes in respect of deceased and bankrupt members</u> <u>Votes in respect of deceased and bankrupt members</u>	87.15.3	Any person entitled under Article 468.2 to be registered as a shareholder member 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 proposed to vote, he shall satisfy the Board of his right to be registered as the holder of such shares or the Board shall have previously admitted his right to vote at such meeting in respect thereof.
<u>Votes of joint holders</u> <u>Votes of joint holders</u>	88.15.4	Where there are joint registered holders of any share, any one <u>any one</u> of such persons 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 <u>Present</u> at any meeting personally or by proxy , that one of the said persons so present <u>Present</u> being the most or, as the case may be, the more senior shall alone be entitled to vote in respect of the relevant

joint holding and, for this purpose, seniority shall be determined by reference to the order in which the names of the joint holders stand on the register in respect of the relevant joint holding. 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.

Votes of member of unsound mind
Votes of member of unsound mind

89.15.5 A member in respect of whom an order has been made by any competent court or official on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote, ~~whether on a show of hands or on a poll,~~ by any person authorised in such circumstances to do so, and such person may vote ~~on a poll~~ by proxy.

Qualification for voting
Qualification for voting

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

Objections to voting
Objections to voting

15.7 (b) No objection shall be raised as to the qualification of any person exercising or purporting to exercise any vote or to the admissibility of any vote except at the meeting or adjourned meeting at which the person exercising or purporting to exercise his vote or the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. In the case of any dispute as to the admission or rejection of any vote, the Chairman of the meeting shall determine the same and such determination shall be final and conclusive.

Proxies
App 11
Part B r.2(2)
Proxies
App 3
r.18

91.15.8 Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (who must be an individual) as his proxy to attend and vote instead of him and a proxy so appointed shall have the same right as the member to speak at the meeting. ~~On a poll votes~~ Votes may be given either personally or by proxy. A proxy need not be a member of the Company. A member may appoint any number of proxies to attend in his stead at any one general meeting (or at any one class meeting).

Instrument appointing proxy to be in writing
App 3
r.11(2)
Instrument appointing proxy to be in writing

92.15.9 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 its seal or under the hand of an officer, attorney or other person duly authorised to sign the same.

Delivery of
authority for
appointment of
copy-resolution
appointing
representative
Delivery of
authority for
appointment of
proxy

93.15.10 The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority, (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be delivered at the registered office of the Company (or at such other place as may be specified in the notice convening the meeting or in any notice of any proxy or authority, shall be delivered at the registered office of the Company (or at such other place as may be specified in the notice convening the meeting or in any notice of any adjournment or, in either case, in any document sent therewith) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid provided always that the Chairman of the meeting may at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited upon receipt of telex or cable or facsimile confirmation from the appointor that the instrument of proxy duly signed is in the course of transmission to the Company. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution. Delivery of any 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, that the meeting or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

Form of proxy
App 3
r.11(1)
Form of proxy

94.15.11 Every instrument of proxy, whether for a specified meeting or otherwise, shall be in common form or such other form that complies with the Listing Rules as the Board may from time to time approve, provided that it shall enable a member, according to his intention, to instruct his proxy to vote in favour of or against (or in default of instructions or in the event of conflicting instructions, to exercise his discretion in respect of) each resolution to be proposed at the meeting to which the form of proxy relates.

Authority under
instrument
appointing proxy
Authority under
instrument
appointing proxy

95.15.12 The instrument appointing a proxy ~~to demand or join in demanding a poll and to vote at a general meeting shall:~~ (a) be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit; and (b) unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates, provided that the meeting was originally held within 12 months from such date.

When vote by
proxy/representative
valid though
authority
revoked
When
vote by proxy or
representative
valid though
authority
revoked

96.15.13

A vote given in accordance with the terms of an instrument of proxy or resolution of a member shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or power of attorney or other authority under which the proxy or resolution of a member was executed or revocation of the relevant resolution or the transfer of the share in respect of which the proxy was given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforsaid shall have been received by the Company at itsaforsaid shall have been received by the Company at its registered office, or at such other place as is referred to in Article ~~93~~15.10, at least two hours before the commencement of the meeting or adjourned meeting at which the proxy is used.

Corporations/
clearing houses
acting by
representatives at
meetings
App 11
Part B r.2(2)
Corporations
acting by
representatives
at meetings
App 3
r.18

97.15.14

(a) ~~Any corporation which is a member of the Company may,~~ 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 members of any class of shares 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 if it were an individual member of the Company and where a corporation is so represented, it shall be treated as being ~~present~~ Present at any meeting in person.

App 11
Part B
r.6
Clearing houses
acting by
representatives
at meetings
App 3
r.19

(b) 15.15

If a recognised clearing house (or its ~~nominee~~ nominee(s)) is a member of the Company it may, ~~by resolution of its directors or other governing body or by power of attorney,~~ authorise such person or persons as it thinks fit to act as its proxy(ies) or representative(s) or proxy or proxies at any general meeting of the Company or at any general meeting of any class of members or (where applicable) at any meeting of the creditors of the Company of the Company provided that, if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such person is so authorised. The person so authorised will be deemed to have been duly authorised without the need of producing any documents of title, notarised authorisation and/or further evidence to substantiate that it is so authorised. A person so authorised pursuant to this provision shall be entitled to exercise the same rights and powers on behalf of the recognised clearing house (or its nominee(s)) which he represents as that recognised clearing house (or its nominee(s)) could exercise as if itsuch person were an individual member of the Company holding the number and class of shares specified in such authorisation, including, the right to speak and where a show of hands is allowed, the right to vote individually on a show of hands, notwithstanding any contrary provision contained in these Articles.

98.16

Registered Office

Registered office

The registered office of the Company shall be at such place in the Cayman Islands as the Board shall from time to time appoint.

17 Board of Directors

Constitution
Constitution

99.17.1 The number of Directors shall not be less than two.

Board may fill
vacancies/appoint
additional
Directors
Board
may fill
vacancies or
appoint
additional
Directors
App 3
r.4(2)

100.17.2 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 shall hold office only until the ~~next~~ following first annual general meeting of the Company after his appointment and shall then be eligible for re-election at that meeting.

Power of general
meeting to
increase or
reduce the
number of
Directors

17.3 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 not be less than two. Subject to the provisions of these Articles and the Companies Act, the Company may by ordinary resolution elect any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.

Notice to be
given when
person proposed
for election

17.4 No person other than a retiring Director shall, unless recommended by the Board for re-election, be eligible for election to the office of Director at any annual general meeting unless notice in writing of the intention to propose that person for election as a Director and notice in writing by that person of his consent to be elected shall have been lodged at the registered office or principal place of business of the Company. The period for lodgement of such notices shall commence on (and include) the day after the despatch of the notice of meeting appointed for such election and end on (and exclude) the date that is seven (7) days before the date appointed for the meeting.

Register of
Directors and
notification of
changes to
Registrar

17.5 The Company shall keep at its registered office a register of directors and officers containing their names and addresses and any other particulars required by the Companies Act and shall send to the Registrar of Companies of the Cayman Islands a copy of such register and shall from time to time notify the Registrar of Companies of the Cayman Islands of any change that takes place in relation to such Directors as required by the Companies Act. ~~meeting provided that any Director who so retires shall not be taken into account in determining the number of Directors who are to retire at such meeting by rotation pursuant to Article 117.~~

Power to remove
Director by
ordinary
resolution
App 3
r.4(3)

17.6 The members of the Company may by ordinary resolution at any time remove any Director (including a Managing Director or other executive Director, but without prejudice to any claim for damages under any contract) before the expiration of his term of office notwithstanding anything in these Articles or in any agreement between the Company and such Director and may by ordinary resolution elect another person in his stead. Any person so elected shall hold office during such time only as the Director in whose place he is elected would have held the same if he had not been removed. Nothing in this Article should be taken as depriving a Director removed under any provisions

of this Article of compensation or damages payable to him in respect of the termination of his appointment as Director or of any other appointment or office as a result of the termination of his appointment as Director or as derogatory from any power to remove a Director which may exist apart from the provision of this Article.

Alternate
Directors

- 101.17.7 (a) A Director may at any time by notice in writing delivered to the registered office of the Company, the principal office of the Company in Hong Kong or at a meeting of the Board, appoint any person (including another Director) to be his alternate Director in his place during his absence and may in like manner at any time determine such appointment. Such appointment, unless previously approved by the Board, shall have effect only upon and subject to being so approved, provided that the Board may not withhold approval of any such appointment where the proposed appointee is a Director.
- 17.8 (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 ceases to be a Director.
- 17.9 (c) An alternate Director shall (except when absent from Hong Kong), be entitled to receive and waive (in lieu of his appointor) notices of meetings of the Directors and shall be entitled to attend and vote as a Director and be counted in the quorum 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 the provisions of these Articles shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director his voting rights shall be cumulative and he need not use all his votes or cast all the votes he uses in the same way. If his appointor is for the time being absent from Hong Kong or otherwise not available or unable to act (as to which a certificate by the alternate shall in the absence of actual notice to the contrary to other Directors be conclusive), 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 Board may from time to time determine in relation to any committee of the Board, the foregoing provisions of this paragraph Article 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.
- 17.10 (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.

17.11 (e) In addition to the ~~foregoing~~ provisions of ~~this Article~~ Articles 17.7 to 17.10, a Director may be represented at any meeting of the Board (or of any committee of the Board) by a proxy appointed by him, in which event the presence or vote of the proxy shall for all purposes be deemed to be that of the Director. A proxy need not himself be a Director and the provisions of Articles 9415.8 to 9615.13 shall apply ~~mutarism~~ mutatis mutandis to the appointment of proxies by Directors save that an instrument appointing a proxy shall not become invalid after the expiration of twelve months from its date of execution but shall remain valid for such period as the instrument, ~~shall provide or, if no such provision is made in the instrument,~~ until revoked in writing and save also that a Director may appoint any number of proxies although only one such proxy may attend in his stead at meetings of the Board (or of any committee of the Board).

Qualification of
Directors
Qualification of
Directors

~~102.~~17.12 A Director need not hold any qualification shares. 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.

Directors'
remuneration
Directors'
remuneration

~~103.(a)~~17.13 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 or by the Board, as the case may be, such sum (unless otherwise directed by the resolution by which it is determined) to be divided amongst the Directors in such proportions and in such manner as they 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. Such remuneration shall be in addition to any other remuneration to which a Director who holds any salaried employment or office in the Company may be entitled by reason of such employment or office.

App-11
Part B r.5(4)

17.14(b) Payment to any Director or past Director of any sum by way of compensation for loss of office or as consideration for or in connection with his retirement from office (not being a payment to which the Director is contractually entitled) must first be approved by the Company in general meeting.

Directors'
expenses
Directors'
expenses

~~104.~~17.15 The Directors shall be entitled to be paid all expenses, including travel expenses, reasonably incurred by them in or in connection with 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 on the business of the Company or in the discharge of their duties as Directors.

Special remuneration
Special remuneration

~~105.17.16~~ The Board may grant special remuneration to any Director, who shall perform any special or extra services 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, commission or participation in profits or otherwise as may be agreed.

Remuneration of Managing Directors, etc.
Remuneration of Managing Directors, etc.

~~106.17.17~~ The remuneration of an Executive Director (as appointed according to Article 18.1) 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 share option and/or pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time decide. Such remuneration shall be in addition to such remuneration as the recipient may be entitled to receive as a Director.

When office of Director to be vacated
When office of Director to be vacated

~~107.17.18~~ The office of a Director shall be vacated:

- ~~(a)(i)~~ if he resigns his office by notice in writing to the Company at its registered office or its principal office in Hong Kong;
- ~~(b)(ii)~~ if an order is made by any competent court or official on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs and the Board resolves that his office be vacated;
- ~~(c)(iii)~~ if, without leave, he is absent from meetings of the Board (unless an alternate Director appointed by him attends in his place) for a continuous period of 12 months, and the Board resolves that his office be vacated;
- ~~(d)(iv)~~ if he becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors generally;
- ~~(e)(v)~~ if he ceases to be or is prohibited from being a Director by law or by virtue of any provisions in these Articles;
- ~~(f)(vi)~~ if he shall be removed from office by notice in writing served upon him signed by not less than three-fourths in number (or, if that is not a round number, the nearest lower round number) of the Directors (including himself) then in office; or

App-11
Part B
r.5(1)
App-11
Part B r.5(1)
Retirement by
rotation

(g)(vii) if he shall be removed from office by a special an ordinary resolution of the members of the Company under Article 123(a)17.6.

At every annual general meeting of the Company 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 provided that every Director (including those appointed for a specific term) shall be subject to retirement by rotation at least once every three years. 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. Any Director required to stand for re-election pursuant to Article 17.2 shall not be taken into account in determining the number of Directors and which Directors are to retire by rotation. A retiring Director shall retain office until the close of the meeting at which he retires and shall be eligible for re-election thereat. The Company at any annual general meeting at which any Directors retire may fill the vacated office by electing a like number of persons to be Directors.

Retiring
Directors to
remain in office
fill successors
appointed

17.19

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:

- (a) it shall be determined at such meeting to reduce the number of Directors; or
- (b) it is expressly resolved at such meeting not to fill up such vacated offices; or
- (c) a resolution for the re-election of such Directors is put to the meeting and lost.

Directors may
contract with
Company
App-11
Part B
r.5(3)
Directors may
contract with
Company

108.(a)(i)17.20

No Director or proposed Director shall be disqualified by his office from contracting with the contract with disqualified by his office from contracting with the Company Company either as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any person, company or partnership of or in which any Director shall be a member or of or in which any Director shall be a member or otherwise interested be capable on that account of being avoided, nor shall any Director so contracting or being any member or so interested be liable to account to the Company for any profit so realised by any such contract or arrangement by reason only of such Director holding that office or the fiduciary relationship thereby established, provided that such Director shall, if his interest in such

~~contract or~~ Director shall, if his interest in such ~~contract or~~ arrangement is material, declare the nature of his interest at the earliest meeting of the Board at which it is practicable for him to do so, either specifically or by way of a general notice stating that, by reason of the facts specified in the notice, he is to be regarded as interested in any contracts of a specified description which may subsequently be made by the Company.

17.21(ii) Any Director may continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company in which the Company may be interested and (unless otherwise agreed between the Company and the Director) no such Director shall be liable to account to the Company or the members for any remuneration or other benefits received by him as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any such other company. The Directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, joint managing directors, deputy managing directors, executive directors, managers or other officers of such company) and any Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or is about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he is or may become interested in the exercise of such voting rights in the manner aforesaid.

17.22(b) A Director may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine, and may be paid such extra remuneration therefor (whether by way of salary, commission, participation in profit or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Article.

17.23

A Director shall not be entitled to vote on (nor shall be counted in the quorum in relation to) ~~on any~~ resolution of the Board ~~approving~~ in respect of any contract or arrangement or any other proposal whatsoever in which he or any of his close associates ~~is materially interested~~ (or, if required by the Listing Rules, his other associates) has any material interest, and if he shall do so his vote shall not be counted (nor is he to be counted in the quorum for the resolution), but this prohibition shall not apply to any of the following matters, namely:

(a) the giving of any security or indemnity either:

(i) ~~any contract or arrangement for the giving to such to~~ the Director or his ~~associate(s) any security or indemnity~~ any of his close associates in respect of money lent ~~by him or any of his associate(s) or obligations incurred or undertaken by him or any of his associate(s) them~~ at the request of or for the benefit of the Company or any of its subsidiaries; or

(ii) ~~any contract or arrangement for the giving of any security or indemnity~~ to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or any of his associate(s) close associates has himself/themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;

(b)(iii) ~~any contract or arrangement~~ proposal concerning an offer of shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or any of his associate(s) close associates is/are ~~or is/are~~ to be interested as a participant in the underwriting or sub-underwriting of the offer;

(iv) ~~any contract or arrangement in which the Director or his associate(s) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company;~~

(v) ~~any contract or arrangement concerning any other company in which the Director or his associate(s) is/are interested only, whether directly or indirectly, as an officer or executive or shareholder in which the Director or his associate(s) is/are beneficially interested in shares of that company, provided that the Director and any of his associates are not in aggregate beneficially interested in five (5) per cent or more of the issued~~

~~Director may not vote where he has a material interest~~
App 3
r.4(1)
Director may not vote where he has a material interest

Director may vote in respect of certain matters
~~Director may vote in respect of certain matters~~
App 3
Note 5

~~shares of any class of shares of such company (or of any third company through which his interest or that of any of his associates is derived) or of the voting rights; or~~

~~(c)(vi) any proposal or arrangement concerning the benefit of employees of the Company or any of its subsidiaries including:~~

~~(i) the adoption, modification or operation of any employee's/employees' share scheme or any share incentive scheme or share option scheme under which the Director or any of his associate(s)/close associates may benefit; or~~

~~(ii) the adoption, modification or operation of a pension or provident fund or retirement, death or disability benefits scheme which relates both to Directors, their associate(s)/close associates and employees of the Company or any of its subsidiaries and does not provide in respect of any Director or any of his associate(s)/close associates as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates; and~~

~~(d) A company shall be deemed to be a company in which a Director and/or his associate(s) owns five (5) per cent. or more if and so long as (but only if and so long as) he and/or his associate(s) (either directly or indirectly) are the holders of or beneficially interested in five (5) per cent. or more of any class of the equity share capital of such company (or of any third company through which his interest or that of any of his associate(s) is/are derived). For the purpose of this paragraph, there shall be disregarded any shares held by a Director or his associate(s) as bare or custodian trustee and in which he or any of them has/have no beneficial interest, any shares comprised in a trust in which the interests of the Director or his associate(s) is/are in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director or his associate(s) is/are interested only as a unit holder and any shares which carry no voting right at general meetings and very restrictive dividend and return of capital right.~~

~~(e) Where a company in which a Director and/or his associate(s) hold(s) five (5) per cent. or more is/are materially interested in a transaction, then that Director and/or his associate(s) shall also be deemed materially interested in such transaction. Definition of "Associates"~~

~~(f) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or his associate(s) or as to the entitlement of any Director (other than such chairman) to vote and such question is not resolved by~~

Director may
vote on proposals
not concerning
own appointment

Who to decide
whether a
Director may
vote

~~his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director and/or his associate(s) concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of the meeting, such question shall be decided by a resolution of the Board (for which purpose such chairman shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.~~

- (d) any contract or arrangement in which the Director or any of his close associates is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company.

Director may vote on proposals not concerning own appointment

17.24

Where proposals are under consideration concerning the appointment (including fixing or varying the terms of or terminating the appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals shall be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not prohibited from voting under Article 17.23) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

Who to decide whether a Director may vote

17.25

If any question shall arise at any meeting of the Board as to the materiality of a Director's interest or the significance of a contract, arrangement or transaction or proposed contract, arrangement or transaction or as to the entitlement of any Director to vote or form part of a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the Chairman of the meeting (or, where question relates to the interest of the Chairman, to the other Directors at the meeting) and his ruling (or, as appropriate, the ruling of the other Directors) in relation to any other Director (or, as appropriate, the Chairman) shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned (or, as appropriate, the Chairman) as known to such Director (or, as appropriate, the Chairman) has not been fairly disclosed to the Board.

18 **Managing Directors**

Power to appoint
Managing
Directors, etc.
Power to appoint
Managing
Directors, etc.

~~109~~18.1 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 employment or executive 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 ~~106~~17.17.

Removal of
Managing
Director, etc.
Removal of
Managing
Director, etc.

~~110~~18.2 Every Director appointed to an office under Article ~~109~~18.1 hereof shall, without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director for any breach of any contract of service between him and the Company, be liable to be dismissed or removed therefrom by the Board.

Cessation of
appointment
Cessation of
appointment

~~111~~18.3 A Director appointed to an office under Article ~~109~~18.1 shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall, without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director for any breach of any contract of service 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.

Powers may be
delegated
Powers may be
delegated

~~112~~18.4 The Board 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 Board that it may think fit. But the exercise of all powers by such Director shall be subject to such regulations and restrictions as the Board may from time to time make and impose, and the said powers may at any time be withdrawn, revoked or varied but no person dealing in good faith and without notice of such withdrawal, revocation or variation shall be affected thereby.

19 **Management**

General powers
of Company
vested in Board
General powers
of Company
vested in Board

~~113~~(a)
19.1 Subject to any exercise by the Board of the powers conferred by Articles ~~114~~20.1 to ~~116~~20.3, the management of the business of the Company shall be vested in the Board which, in addition to the powers and authorities by these Articles expressly conferred upon it, 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 Law Companies Act expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of the Law Companies Act and of these Articles and to any regulation from time to time made by the Company in general meeting not being inconsistent with such provisions or these Articles, provided that no regulation so made shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. These

general powers given to the Board by these Articles shall be in addition to and not limited or restricted by, any special authority or power given to the Board herein.

19.2(b) Without prejudice to the general powers conferred by these Articles, it is hereby expressly declared that the Board shall have the following powers:

- (a) 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 par or at such premium as may be agreed; and
- (b) to give to any Directors, officers or employees 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.

19.3 Except as would be permitted by the Companies Ordinance if the Company were a company incorporated in Hong Kong, and except as permitted under the Companies Act, the Company shall not directly or indirectly:

(c) ~~Except as would, if the Company were a company incorporated in Hong Kong, be permitted by Section 157H of the Companies Ordinance as in force at the date of adoption of these Articles, and except as permitted under the Companies Law, the Company shall not directly or indirectly:~~

- (a)(i) ~~make a loan to a Director or his Associates (as defined in Article 108(f) above) close associates or a director of any holding company of the Company or a body corporate controlled by such a director or Director;~~
- (b)(ii) ~~enter into any guarantee or provide any security in connection with a loan made by any person to a Director or such a director or a body corporate controlled by such a director or Director; or~~
- (c)(iii) ~~if anyone any one or more of the Directors hold (jointly or severally or directly or indirectly) a controlling interest in another company, make a loan to that other company or enter into any guarantee or provide any security in connection with a loan made by any person to that other company.~~

20 **Managers**

114-20.1 The Board 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 in connection with the conduct of the business of the Company.

Tenure of office
and powers

~~115.20.2~~ 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.

Terms and
conditions of
appointment

~~116.20.3~~ The Board may enter into such agreement or agreements with any such general manager, manager or managers upon such terms and conditions in all respects as the Board may in its 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.

Rotation of DirectorsRotation and
retirement of
Directors

~~117.~~ At each annual general meeting, one-third of the Directors (other than the Managing Director or Joint Managing Director) for the time being, or, if their number is not three or a multiple of three, then the number nearest to, but not exceeding, one-third, shall retire from office by rotation. 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. A retiring Director shall retain office until the close of the meeting at which he retires, and shall be eligible for re-election thereafter.

Meeting to fill up
vacancies

~~118.~~ 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.

Retiring

~~119.~~ If at any general meeting at which an election of Directors ought Directors to remain in office till successors appointed 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 reelected 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:

- ~~(i)~~ it shall be determined 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)~~ a resolution for the re-election of such Directors is put to the meeting and lost.

Power of general meeting to increase or reduce the number of Directors

120. ~~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 not be less than two. Subject to the provisions of these Articles and the Law, the Company may by ordinary resolution elect any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until the next following annual general meeting of the Company and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.~~

Notice to be given when person proposed for election
App 3
r.4(4)
r.4(5)

121. ~~No person other than a retiring Director shall, unless recommended by the Board for reelection, be eligible for election to the office of Director at any annual general meeting unless notice in writing of the intention to propose that person for election as a Director and notice in writing by that person of his consent to be elected shall have been lodged at the registered office or principal place of business of the Company. The period for lodgement of such notices shall commence on (and include) the day after the despatch of the notice of meeting appointed for such election and end on (and exclude) the date that is seven (7) days before the date appointed for the meeting.~~

Register of Directors and notification of changes to Registrar

122. ~~The Company shall keep at its office a register of directors and officers containing their names and addresses and occupations and any other particulars required by the Law and shall send to the Registrar of Companies of the Cayman Islands a copy of such register and shall from time to time notify to the Registrar of Companies of the Cayman Islands any change that takes place in relation to such Directors as required by the Law.~~

Power to remove Director by special resolution
App 11
Part B
r.5(1)
App 3
r.4(3)

123. (a) ~~The Company may by special resolution at any time remove any Director (including a Managing Director or other executive Director) 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 by ordinary resolution elect another person in his stead. Any person so elected shall hold office during such time only as the Director in whose place he is elected would have held the same if he had not been removed.~~

App 3
r.4(3)

(b) ~~Nothing in this Article should be taken as depriving a Director removed under any provisions of this Article of compensation or damages payable to him in respect of the termination of his appointment as Director or of any other appointment or office as a result of the termination of his appointment as Director or as derogatory from any power to remove a Director which may exist apart from the provision of this Article.~~

21 **Proceedings of Directors**

Meetings of
Directors/
Quorum etc.
Meetings of
Directors/Quorum
etc.

124.21.1 The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit in any part of the world 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 in place of the Director who appointed him and an alternate Director who is an alternate for more than one Director shall for quorum purposes be counted separately in respect of himself (if he is a Director) and in respect of each Director for whom he is an alternate (but so that nothing in this provision shall be construed as authorising a meeting to be constituted when only one person is physically present). A meeting of the Board or any committee of the Board may be held by means of a telephone or tele-conferencing or any other telecommunications facility provided that all participants are thereby able to communicate contemporaneously by voice with all other participants and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Convening of
board meeting
Convening of
board meeting

125.21.2 A Director may, and on request of a Director the Secretary shall, at any time summon a meeting of the Board. ~~Notice~~ Failing any determination by the Board, not less than 48 hours' notice thereof shall be given to each Director either in writing or by telephone or by facsimile, telex or telegram at the address or telephone, facsimile or telex number from time to time notified to the Company by such Director or in such other manner as the Board may from time to time determine ~~provided that notice need not be given to any Director or alternate Director for the time being absent from Hong Kong.~~

How questions to
be decided
How questions
to be decided

126.21.3 Subject to ~~Article 108~~ Articles 17.20 to 17.25, 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.

Chairman
Chairperson

127.21.4 The Board may elect a ~~Chairman of its meetings~~ chairperson of the Board and determine the period (not being a period extending beyond the date of the annual general meeting at which such ~~Chairman~~ chairperson is due to retire by rotation under Article ~~117~~17.18) for which he is to hold office. The chairperson of the Board shall take the chair at every meeting of the Board, but if no such Chairman chairperson is elected, or if at any meeting the Chairman such chairperson is not present within 15 minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

Power of meeting
Power of
meeting

128.21.5 A meeting of the Board 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 Board generally.

Power to appoint committee and to delegate

Power to appoint committee and to delegate

129.21.6 The Board may delegate any of its powers to committees consisting of such member or members of the Board (including alternate Directors in the absence of their appointers) as the Board thinks fit, and it may from time to time revoke such delegation or revoke the appointment of and discharge any 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 time be imposed upon it by the Board.

Acts of committee to be of same effect as act of Directors
Acts of committee to be of same effect as act of Directors

130.21.7 All acts done by any such committee in conformity with such regulations and in fulfilment of the purposes for which it is appointed, but not otherwise, shall have the like force and effect as if done by the Board, and the Board shall have power, with the consent of the Company in general meeting, to remunerate the members of any such committee, and charge such remuneration to the current expenses of the Company.

Proceedings of committee
Proceedings of committee

131.21.8 (a) The meetings and proceedings of any such committee consisting of two or more members of the Board shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not replaced by any regulations imposed by the Board pursuant to Article ~~129~~21.6.

Minutes of proceedings of meetings and Directors
Minutes of proceedings of meetings and Directors

(b) (i) 21.9 The Board shall cause minutes to be made of:

- (a) (ii) all appointments of officers made by the Board;
- (b) the names of the Directors present at each meeting of the Board and of committees appointed pursuant to Article ~~129~~21.6;
- (c) (iii) all declarations made or notices given by any Director of his interest in any contract or proposed contract or of his holding of any office or property whereby any conflict of duty or interest may arise; and
- (d) (iv) all resolutions and proceedings at all meetings of the Company and of the Board and of such committees.

21.10 Any such minutes shall be conclusive evidence of any such proceedings if they purport to be signed by the ~~chairman~~ Chairman of the meeting or by the ~~chairman~~ Chairman of the succeeding meeting.

When acts of Directors or committee of Directors or by any person acting as Director shall, committee to notwithstanding that it shall be afterwards discovered that there be valid notwithstanding defects

When acts of Directors or committee to be valid notwithstanding defects

Directors' powers when vacancies exist

Directors' powers when vacancies exist

132.21.11 All acts bona fide done by any meeting of the Board or by a committee of Directors or by any person acting as 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 as if every such person had been duly appointed and was qualified to be a Director or member of such committee as the case may be.~~was qualified to be a Director or member of such committee as the case may be.~~

133.21.12 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.

134.21.13 ~~A~~Unless required otherwise by the Listing Rules, a resolution in writing signed by each and every one of the Directors (or their respective alternates pursuant to Article ~~401(e)~~17.10) shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held and may consist of several documents in like form each signed by one or more of the Directors or alternate Directors. Notwithstanding the foregoing, a resolution which relates to any matter or business in which a substantial shareholder of the Company (as defined in the Listing Rules from time to time), or a Director, has an interest conflicting with that of the Company which the Board determines, prior to the passing of such resolution, to be material, shall not be passed by a resolution in writing and shall only be passed at a meeting of the Directors held in accordance with these Articles.

22 Secretary

Appointment of Secretary

Appointment of Secretary

135.22.1 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 ~~Law~~ Companies Act or these Articles required or authorised to be done by or to the 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 appointed by the Board, or if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specifically in that behalf by the Board.

Same person not to act in two capacities at once

Same person not to act in two capacities at once

136.22.2 A provision of the ~~Law~~ Companies Act 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.

23 General Management and Use of the Seal

Custody and use
of seal
Custody and use
of seal

137.23.1 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 such seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose. The securities seal which shall be a facsimile of the common seal with the word "Securities" engraved thereon shall be used exclusively for sealing securities issued by the Company and for sealing documents creating or evidencing securities so issued. The Board may either generally or in any particular case resolve that the securities seal or any signatures or any of them may be affixed to or imprinted on certificates for shares, warrants, debentures or any other form of security by facsimile or other mechanical means specified in such authority or that any such certificates sealed with the securities seal need not be signed by any person. Every instrument to which the seal is affixed or on which the seal is imprinted as aforesaid shall, as regards all persons dealing in good faith with the Company, be deemed to have been affixed to or imprinted on that instrument with the authority of the Directors previously given.

Duplicate seal
Duplicate seal

138.23.2 The Company may have a duplicate seal for use outside of the Cayman Islands as and where 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 agents of the Company for the purpose of affixing and using such duplicate 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 duplicate seal as aforesaid.

Cheques and
banking
arrangements
Cheques and
banking
arrangements

139.23.3 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.

Power to appoint
attorney
Power to appoint
attorney

140.23.4 (a) The Board may from time to time and at any time, by power of attorney under the seal, 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 discretions (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.

Execution of
deeds by attorney
Execution of
deeds by
attorney

23.5

(b) The Company may, by writing under its seal, empower any person, either generally or in respect of any specified matter, as its attorney to execute deeds and instruments on its behalf in any part of the world 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.

Regional or local
boards
Regional or local
boards

141.23.6

The Board may establish any committees, regional or local boards or agencies for managing any of the affairs of the Company, either in the Cayman Islands, Hong Kong, the People's Republic of China or elsewhere, and may appoint any persons to be members of such committees, regional or local boards or agencies and may fix their remuneration, and may delegate to any committee, regional or 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.

Power to
establish pension
funds and
employee share
option schemes
Power to
establish
pension funds
and employee
share option
schemes

142.23.7

The Board may establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or provident or superannuation funds or (with the sanction of an ordinary resolution) employee or executive share option schemes 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 dependents 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, 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, 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.

24 Capitalisation of Reserves

143.24.1 The Company in general meeting may upon the recommendation of the Board by ordinary resolution resolve that it is desirable to capitalise all or any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or funds or to the credit of the profit and loss account or otherwise available for distribution (and not required for the payment or provision of dividend on any shares with a preferential right to dividend) and accordingly that such sums be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportion on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares, debentures or other securities of the Company to be allotted and distributed credited as fully paid up to and amongst such members in proportion aforesaid or partly in one way and partly in the other, and the Board shall give effect to such resolution, provided that a share premium account and a capital redemption reserve and any reserve or fund representing unrealised profits may, for the purposes of this Article, only be applied in paying up unissued shares to be issued to members of the Company as fully paid up shares or paying up calls or instalments due or payable on partly paid securities of the Company subject always to the provisions of the Law Companies Act.

144.24.2 (a) Wherever such a resolution as referred to in Article ~~143~~24.1 shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid up shares, debentures or other securities, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board:

(i)(a) to make such provision by the issue of fractional certificates or by payment in cash or otherwise (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) as ~~they think~~ it thinks fit in cases where shares, debentures or other securities become distributable in fractions;

~~(ii)(a)~~ to exclude the right of participation or entitlement of any member with a registered address ~~outside in~~ any territory where ~~in the absence of a registration statement or other special or onerous formalities;~~

(i) the circulation of an offer of such right or entitlement would or might be unlawful ~~or where the Board consider~~ in the absence of a registration statement or other special formalities; or

(ii) the costs, ~~expense~~expenses or possible delays in ascertaining the existence or extent of the legal and other requirements applicable to such offer or the acceptance of such offer are, in the Board's opinion, out of proportion to the benefits of the Company; and

~~(iii)(b)~~ to authorise any person to enter on behalf of all members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares, debentures or other securities to which they may be entitled upon such capitalisation, or, as the case may require, for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

~~(b)24.3~~ The Board may, in relation to any capitalisation sanctioned under ~~this~~ Article 24.2 in its absolute discretion specify that, and in such circumstances and if directed so to do by a member or members entitled to an allotment and distribution credited as fully paid up of unissued shares or debentures in the Company pursuant to such capitalisation, ~~shall allot and distribute credited as fully paid up~~ the unissued shares, debentures or other securities to which that member is entitled shall be allotted and distributed credited as fully paid up to such person or persons as that member may nominate by notice in writing to the Company, such notice to be received not later than the day for which the general meeting of the Company to sanction the capitalisation is convened.

25 Dividends and Reserves

145-25.1 ~~(a)~~ Subject to the ~~Law~~Companies Act and these Articles, the Company in general meeting may declare dividends in any currency but no dividends shall exceed the amount recommended by the Board.

25.2 ~~(b)~~ The dividends, interest and bonuses and any other benefits and advantages in the nature of income receivable in respect of the ~~Company's~~Company's investments, and any commissions, trusteeship, agency, transfer and other fees and current receipts of the Company shall,

Power to declare
dividends
Power to declare
dividends

subject to the payment thereout of the expenses of management, interest upon borrowed money and other expenses which in the opinion of the Board are of a revenue nature, constitute the profits of the Company available for distribution.

Board's power to pay interim dividends
Board's power to pay interim dividends

146. ~~(a)~~25.3 ~~(b)~~—The Board may from time to time pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company and, in particular (but without prejudice to the generality of the foregoing), if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Board acts bona fide, the Board shall not incur any responsibility to the holders of shares conferring any preferential rights.

25.4 The Board may also pay half-yearly or at other intervals to be selected by it any dividend which may be payable at a fixed rate if the Board is of the opinion that the profits available for distribution justify the payment.

Powers of Directors to declare and pay special dividends
Powers of Directors to declare and pay special dividends

~~(e)~~25.5 The Board may in addition from time to time declare and pay special dividends on shares of any class of such amounts and on such dates as they think fit, and the provisions of ~~paragraph (a)~~ Article 25.3 as regards the powers and the exemption from liability of the Board as relate to declaration and payment of interim dividends shall apply, mutatis mutandis, to the declaration and payment of any such special dividends.

Dividends not to be paid out of capital
Dividends not to be paid out of capital

147.25.6 No dividend shall be declared or payable except out of the profits and reserves of the Company lawfully available for distribution including share premium. No dividend shall carry interest against the Company.

Scrip dividends
Scrip dividends

148.25.7 ~~(a)~~—Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared on the share capital of the Company, the Board may further resolve:

EITHER~~either~~

As to cash election
As to cash election

~~(i)~~(a) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up, provided that the ~~shareholders~~members 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:

~~(aa)~~

~~(bb)~~

(i) ~~(ee)~~—the basis of any such allotment shall be determined by the Board;

- (ii) the Board, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the ~~shareholders~~ members 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;
- (iii) 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;
- (iv) ~~(dd)~~ 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 holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board 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, share premium account and capital redemption reserve (if there be any such reserve)) or profit ~~or~~ and loss account or amounts otherwise available for distribution as the Board may determine, a sum equal to the aggregate nominal amount 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

- (b) ~~(ii)~~ ~~that shareholders~~ members entitled to such dividend shall be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the Board may think fit. In such case, the following provisions shall apply:
- (i) ~~(aa)~~ the basis of any such allotment shall be determined by the Board;
- (ii) ~~(bb)~~ the Board, after determining the basis of allotment, shall give not less than two weeks' notice in writing to ~~shareholders~~ members 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;
- (iii) ~~(cc)~~ 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;
- (iv) ~~(dd)~~ 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 Board shall capitalise and apply out of any part of the undivided profits of the ~~Company's~~ Company's reserve accounts (including any special account, share premium account and capital redemption reserve (if there be any such reserve)) or profit and loss account or amounts otherwise available for distribution as the Board may determine, a sum equal to the aggregate nominal amount 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.

As to scrip
election
As to scrip
election

- (b)25.8 The shares allotted pursuant to the provisions of ~~paragraph (a) of this Article 25.7~~ shall be of the same class as the class of, and shall rank pari passu in all respects with, the shares then held by the respective allottees save only as regards participation:
- (a) in the relevant dividend (or share or cash election in lieu thereof as aforesaid); or
 - (b) 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 Board of its proposal to apply the provisions of ~~paragraph (i) or (ii) of paragraph~~ Article 25.7(a) or 25.7(b)(a) in relation to the relevant dividend or contemporaneously with its announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of ~~this paragraph (a)~~ Article 25.7 shall rank for participation in such distributions, bonuses or rights.
- (c)25.9 The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of ~~paragraph (a) Article 25.8~~ with full power to the Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (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 Board 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)25.10 The Company may upon the recommendation of the Board by ordinary resolution resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of ~~paragraph (a) Article 25.7~~ a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid without offering any right to ~~shareholders~~ members to elect to receive such dividend in cash in lieu of such allotment.
- (e)25.11 The Board may on any occasion determine that rights of election and the allotment of shares under ~~paragraph (a) Article 25.7~~ shall not be made available or made to any ~~shareholders~~ members with registered addresses in any territory where ~~in the absence of:~~
- (a) ~~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, ~~or where the Board considers in the absence of a registration statement or other special formalities;~~ or

(b) the costs, expenses or possible delays in ascertaining the existence or extent of the legal and other requirements applicable to such offer or the acceptance of such offer are, in the Board's opinion, out of proportion to the ~~benefit~~ benefits of the Company,

and in any such case the provisions aforesaid shall be read and construed subject to such determination.

Share Premium
and Reserves
Share premium
and reserves

149.25.12 (a) The Board shall establish an account to be called the share premium account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any share in the Company. The Company may apply the share premium account in any manner permitted by the Companies ~~Law~~ Act. The Company shall at all times comply with the provisions of the Companies ~~Law~~ Act in relation to the share premium account.

25.13 (b) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks 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 (including shares, warrants and other securities of the Company) as the Board may from time to time think fit, and so that it shall not be necessary to keep any 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.

Dividends to be
paid in
proportion to
paid up capital
Dividends to be
paid in
proportion to
paid up capital

150.25.14 Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purpose of this Article no amount paid up on a share in advance of calls shall be treated as paid up on the share.

Retention of
dividends, etc.
Retention of
dividends, etc.

151.25.15 (a) The Board may retain any dividends or other moneys payable on 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.

- 25.16 (b)-The Board may retain any dividends or other monies payable upon shares in respect of which any person is, under the provisions as to the transmission of shares hereinbefore contained, entitled to become a member, or in respect of which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.
- Deduction of debts
Deduction of debts 25.17 (c)-The Board may deduct from any dividend or other monies payable to any member all sums of money (if any) presently payable by him to the Company on account of calls, instalments or otherwise.
- Dividend and call together
Dividend and call together 152.25.18 Any general meeting sanctioning a dividend may make a call on the members of such amount as the meeting resolves, 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 in specie
Dividend in specie 153.25.19 The Board, with the sanction of the members in general meeting, may direct that any 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 any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may disregard fractional entitlements, round the same up or down or provide that the same shall accrue to the benefit of the Company, 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 Board 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 required, a contract shall be filed in accordance with the provisions of the Law Companies Act and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend and such appointment shall be effective.
- Effect of transfer
Effect of transfer 154.25.20 (a)-A transfer of shares shall not pass therewith the right to any dividend or bonus declared thereon before the registration of the transfer.
- 25.21 (b)-Any resolution declaring or resolving upon the payment of a dividend or other distribution on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may, subject to the provisions of the Listing Rules, specify that the same shall be payable or made to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend or other distribution

shall be payable or made to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares.

Receipt for dividends by joint holders of share
Receipt for dividends by joint holders of share
Payment by post
Payment by post

155.25.22 If two or more persons are registered as joint holders of any shares, ~~anyone~~any one of such persons may give effectual receipts for any dividends, interim and special dividends or bonuses and other moneys payable or rights or property distributable in respect of such shares.

156.25.23 (a) Unless otherwise directed by the Board, any dividend, interest or other sum payable in cash to a holder of shares 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 the person 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 holder or, in the case of joint holders, to the order of the holder whose name stands first on the register in respect of such shares and shall be sent at his or their risk, and the payment of any such cheque or warrant by the bank on which it is drawn 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.

App 3
r.13(L)

25.24 (b) The Company may cease sending such cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise its power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.

Unclaimed dividend
App 3
r.3(2)
Unclaimed dividend

157.25.25 All dividends or bonuses unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the exclusive benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof or be required to account for any money earned thereon. All dividends or bonuses unclaimed for six years after having been declared may be forfeited by the Board and shall revert to the Company and after such forfeiture no member or other person shall have any right to or claim in respect of such dividends or bonuses.

26 Untraceable ShareholdersMembers

Sale of shares of untraceable shareholders
Sale of shares of untraceable members

158.26.1 (a) The Company shall be entitled to sell any shares of a member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy or operation of law if and provided that:

(a) ~~(i) all cheques or warrants in respect of such shares sent during a period of 12 years in the manner authorised by these Articles, not being less~~

than three in number, for any sums payable in cash to the holder of such shares have remained uncashed for a period of 12 years;

(ii) ~~shares have remained uncashed;~~

(b) the Company has not during that time or before the expiry of the three month period referred to in ~~paragraph (iv)~~ Article 26.1(d) below received any indication of the whereabouts or existence of the member or person entitled to such shares by death, bankruptcy or operation of law;

(c) during the 12-year period, at least three dividends in respect of the shares in question have become payable and no dividend during that period has been claimed by the member; and

(d) upon expiry of the 12-year period, the Company has caused an advertisement to be published in the newspapers, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided, giving notice of its intention to sell such shares, and a period of three months has elapsed since such advertisement and the Exchange has been notified of such intention.

The net proceeds of any such sale shall 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.

26.2

To give effect to any sale contemplated by ~~paragraph (a)~~ Article 26.1 the Company may appoint any person to execute as transferor an instrument of transfer of the said shares and such other documents as are necessary to effect the transfer, and such documents shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares or other securities in or of the Company or its holding company if any) or as the Board may from time to time think fit.

App 3
r.13(2)(a)(iii)

App 3
r.13(2)(b)(iv)

159.27 Document Destruction

Destruction of
registrable
documents, etc.
Destruction of
registrable
documents, etc.

The Company shall be entitled to destroy all instruments of transfer, probate, letters of administration, stop notices, powers of attorney, certificates of marriage or death and other documents relating to or affecting title to securities in or of the Company ("**Registrable Documents**") which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of two years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof and it shall conclusively be presumed in favour of the Company that every entry in the register if purporting to have been made on the basis of an instrument of transfer or Registrable Document so destroyed was duly and properly made and every instrument of transfer or Registrable Document so destroyed was a valid and effective instrument or document duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that:

(a)

(b)

(c)

(a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without express notice of the Company of any claim (regardless of the parties thereto) to which the document might be relevant;

(b) nothing herein contained 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 other circumstances which would not attach to the Company in the absence of this Article; and

(c) references herein to the destruction of any document include references to the disposal thereof in any manner.

Notwithstanding any provision contained in these Articles, the Directors may, if permitted by applicable law, authorise the destruction of any documents referred to in this Article or any other documents in relation to share registration which have been microfilmed or electronically stored by the Company or by the share registrar on its behalf provided always that 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 might be relevant to a claim.

160.28 Annual Returns and Filings

The Board shall make the requisite annual returns and any other requisite filings in accordance with the LawCompanies Act.

Annual returns and filings
Annual returns and filings

29 Accounts

161.29.1 The Board shall cause to be kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to show and explain its transactions and otherwise in accordance with the LawCompanies Act.

Accounts to be kept
App 11
Part B r.4(1)
Accounts to be kept

162.29.2 The books of account shall be kept at the Company's principal place of business in Hong Kong or, subject to the provisions of the LawCompanies Act, at such other place or places as the Board thinks fit and shall always be open to ~~the~~ inspection ~~of~~ by the Directors.

Where accounts are to be kept
Where accounts are to be kept

163.29.3 The Board shall from time to time determine whether, to what extent, at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to ~~the~~ inspection ~~of~~ by the members (other than officers of the Company) and no member shall have any right of inspecting any accounts or books or documents of the Company except as conferred by the LawCompanies Act or any other relevant law or regulation or as authorised by the Board or by the Company in general meeting.

Inspection by members
Inspection by members

164.29.4 ~~(a) The Board shall, commencing with the first annual general meeting cause to be prepared and to be laid before the~~ The Board shall cause to be prepared and to be laid before the members of the Company at every annual general meeting a profit and loss account for the period, in the case of the first account, since the incorporation of the Company and, in any other case, since the preceding account, together with a balance sheet as at the date to which the profit and ~~with a balance sheet as at the date to which the profit and~~ loss account is made up and a Directors' report with respect to the profit or loss of the Company for the period covered by the profit and loss account and the state of the ~~by the profit and loss account and the state of the~~ Company's affairs as at the end of such period, an Auditors' report on such accounts prepared pursuant to Article ~~165~~30.1 and such other reports and accounts as may be required by ~~and such other reports and accounts as may be required by~~ law.

Annual profit and loss account and balance sheet
App 11
Part B r.4(2)
Annual profit and loss account and balance sheet

Annual report of
Directors and
balance sheet to
be sent to
members etc.
App 11
Part B
r.3(3)
App 3r.5
Annual report of
Directors and
balance sheet to
be sent to
members etc.

29.5 ~~(b) Printed copies of those documents to be laid before the~~Copies of those documents to be laid before the members of the Company at an annual general meeting shall not less than 21 days before the date of the meeting ~~be sent in the manner in which notices may be served by the Company as provided herein to every~~together with the notice of the meeting ~~be sent to every~~ member of the Company and every holder of debentures of the Company, provided that the Company shall not be the Company, provided that the Company shall not be required to send ~~printed~~copies of those documents to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or ~~debentures.~~debentures.

29.6 To the extent permitted by and subject to due compliance with these Articles, the Companies Act and all applicable rules and regulations, including, without limitation, the rules of the Exchange, and to obtaining all necessary consents, if any, required thereunder, the requirements of Article 29.5 shall be deemed satisfied in relation to any member or any holder of debentures of the Company by sending to such person instead of such copies, not less than 21 days before the date of the annual general meeting, in any manner not prohibited by these Articles and the Companies Act, a summary financial statement derived from the Company's annual accounts, together with the Directors' report and the Auditors' report on such accounts, which shall be in the form and containing the information required by these Articles, the Companies Act and all applicable laws and regulations, provided that any person who is otherwise entitled to the annual accounts of the Company, together with the Director's report and the Auditor's report thereon may, if he so requires, by notice in writing served on the Company, demand that the Company sends to him, in addition to the summary financial statement, a complete printed copy of the Company's annual accounts, together with the Directors' report and the Auditor's report thereon.

30 **Audit**

Auditors
App 11 Part B
r.4(2)
Auditors

165.30.1 The Auditors shall audit the profit and loss account and balance sheet of the Company in each year and shall prepare a report thereon to be annexed thereto. Such report shall be laid before the Company at its annual general meeting in each year and shall be open to inspection by any member. The Auditors shall at the next annual general meeting following their appointment and at any other time during their term of office, upon request of the Board or any general meeting of the members, make a report on the accounts of the Company ~~in general meeting~~during their tenure of office.

Appointment and
remuneration of
Auditors
Appointment
and
remuneration of
Auditors
App 3
r.17

~~166.30.2~~ The Company shall at ~~any~~every annual general meeting by ordinary resolution appoint an auditor or auditors of the Company who shall hold office until the next annual general meeting. The removal of an Auditor before the expiration of his period of office shall require the approval of an ordinary resolution of the members in general meeting. The remuneration of the Auditors shall be fixed by the Company at the annual general meeting at which they are appointed by ordinary resolution provided that in respect of any particular year the Company in general meeting may delegate the fixing of such remuneration to the Board. No person may be appointed as the, or an, Auditor, unless he is independent of the Company. ~~The Board may before the first annual general meeting appoint an auditor or auditors of the Company who shall hold office until the first annual general meeting unless previously removed by an ordinary resolution of the members in general meeting in which case the members at that meeting may appoint Auditors. The Board~~If the office of Auditor becomes vacant by the resignation or death of the Auditor, or by the Auditor becoming incapable of acting by reason of illness or other disability, the Directors may fill any~~the~~ casual vacancy in the office of Auditor ~~but while any such vacancy continues the surviving or continuing Auditor or Auditors, if any, may act. The remuneration of any Auditor appointed by the Board under this Article may be fixed by the Board. The Auditor so appointed shall hold office until the next annual general meeting of the Company.~~

When accounts to
be deemed
settled
When accounts
to be deemed
settled

~~167.30.3~~ Every statement of accounts audited by the Auditors and presented by the Board at an annual 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 statement of account amended in respect of the error shall be conclusive.

31 Notices

Service of notices
App 3
r.7(1)
Service of
notices

~~168.31.1~~ (a) ~~Any~~ Except as otherwise provided in these Articles, any notice or document (including a share certificate) may be served by the Company and any notices may be served by the Board on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register or, to the extent permitted by the Listing Rules and all applicable laws and regulations, by electronic means by transmitting it to any electronic number or address or website supplied by the member to the Company or by placing it on the Company's Website provided that the Company has obtained either (a) the member's prior express positive confirmation in writing or (b) the member's deemed consent, in the manner specified in the Listing Rules to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by such electronic means, or (in the case of notice) by advertisement~~register or (in the case of notice) by advertisement~~ published in

the ~~newspapers~~manner prescribed under the Listing Rules. In the case of joint holders of a share, all notices shall be given to that holder for the time being whose name stands first in the register and notice so given shall be sufficient notice to all the joint holders.

31.2 ~~(b)~~ Notice of every general meeting shall be given in any manner hereinbefore authorised to:

- (a) ~~(i)~~ every person shown as a member in the register of members as of the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the register of members;
- (b) ~~(ii)~~ every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a member of record where the member of record but for his death or bankruptcy would be entitled to receive notice of the meeting;
- (c) ~~(iii)~~ the Auditors;
- (d) ~~(iv)~~ each Director and alternate Director;
- (v) ~~any person or company whose shares are held by a recognised clearing house and who has notified the Company through the registered clearing house that he wishes to receive corporate communications;~~
- (e) ~~(vi)~~ the Exchange; and
- (f) such other person to whom such notice is required to be given in accordance with the Listing Rules.

31.3 No other person shall be entitled to receive notices of general meetings.

169.31.4 A member shall be entitled to have notice served on him at any address within Hong Kong. Any member who has not given an express positive confirmation in writing to the Company in the manner specified in the Listing Rules to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by electronic means and whose registered address is outside Hong Kong may notify the Company in writing of an address in Hong Kong which for the purpose of service of notice shall be deemed to be his registered address. A member who has no registered address in Hong Kong shall be deemed to have received any notice which shall have been displayed at the transfer office and shall have remained there for a period of 24 hours and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed, provided that, without prejudice to the other provisions of these

Members out of
Hong Kong
App.3
r.7(2)
App.3
r.7(3)
Members out of
Hong Kong

Articles, nothing in this Article~~169~~ shall be construed as prohibiting the Company from sending, or entitling the Company not to send, notices or other documents of the Company to any member whose registered address is outside Hong Kong.

When notice by post deemed to be served
When notice deemed to be served

~~170.~~31.5 Any notice or document sent by post shall be deemed to have been served on the day following that on which it is put into a post office situated within Hong Kong and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly prepaid, addressed and put into such post office and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice or document was so addressed and put into such post office shall be conclusive evidence thereof.

31.6 Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left.

31.7 Any notice served by advertisement shall be deemed to have been served on the day of issue of the official publication and/or newspaper(s) in which the advertisement is published (or on the last day of issue if the publication and/or newspaper(s) are published on different dates).

31.8 Any notice given by electronic means as provided herein shall be deemed to have been served and delivered on the day following that on which it is successfully transmitted or at such later time as may be prescribed by the Listing Rules or any applicable laws or regulations.

Service of notice to persons entitled on death, mental disorder or bankruptcy of a member
Service of notice to persons entitled on death, mental disorder or bankruptcy of a member

~~171.~~31.9 A notice may be given by the Company to the person or persons entitled to a share in consequence of the death, mental disorder or bankruptcy of a member by sending it through the post in a prepaid letter addressed to him or them by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within Hong Kong supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.

Transferee bound by prior notices
Transferee bound by prior notices

~~172.~~31.10 Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which prior to his name and address being entered on the register shall have been duly given to the person from whom he derives his title to such share.

Notice valid
though member
deceased
Notice valid
though member
deceased

173.31.11 Any notice or document delivered or sent ~~by post or left at the registered address of any~~ to any member in pursuance of these Articles, shall notwithstanding that such member be then deceased and whether or not the Company has notice of his death be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his personal representatives and all persons (if any) jointly interested with him in any such shares.

How notice to be
signed
How notice to be
signed

174.31.12 The signature to any notice to be given by the Company may be written or printed by means of facsimile or, where relevant, by Electronic Signature.

32 Information

Member not
entitled to
information
Member not
entitled to
information

175.32.1 No member shall be entitled to require discovery of or any information in respect of any detail of the Company's trading or any ~~manner~~ 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 Board would not be in the interests of the members or the Company to communicate to the public.

Directors entitled
to disclose
information
Directors
entitled to
disclose
information

176.32.2 The Board, ~~and any person authorised by it,~~ shall be entitled to release or disclose any information in its possession, custody or control regarding the Company or its affairs to any of its members including, without limitation, information contained in the register of members and transfer books of the Company.

33 Winding Up

App 3
r.21

33.1 Subject to the Companies Act, the Company may by special resolution resolve that the Company be wound up voluntarily.

Power to
distribute assets
in specie
following
liquidation
Power to
distribute assets
in specie
following
liquidation

177.33.2 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 of the Company and any other sanction required by the ~~Law~~ Companies Act divide among the members *in specie* or kind the whole or any part of the assets of the Company (whether 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 property to be divided 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 or sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the members as the liquidator, with the like authority or sanction and subject to the ~~Law~~ Companies Act, shall think fit,

and the liquidation of the Company may be closed and the Company dissolved, but so that no member shall be compelled to accept any assets, shares or other securities in respect of which there is a liability.

Distribution of assets in liquidation
Distribution of assets in liquidation

178.33.3

If the Company shall be wound up, and the assets available for distribution amongst the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively. ~~And if~~ in a winding up the assets available for distribution amongst the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively. This Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

Service of process
Service of process

179.33.4

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 14 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 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 as he shall deem appropriate or by a registered letter sent through the post and addressed to such member at his address as appearing in the register, and such notice shall be deemed to be service on the day following that on which the advertisement first appears or the letter is posted.

34

~~Indemnities of Directors~~

Indemnities and officers
Indemnities of Directors and Officers

180.34.1

~~(a)~~ The Directors, Secretary and other officers (including the compliance officer) and every Auditor for the time being of the Company and the liquidator or trustees (if any) for the time being acting in the Company and everyone of them, and everyone of their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed

duty, in their respective offices or trusts; and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto; PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any of said persons.

34.2 ~~(b)~~ Each ~~Member~~ member agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company: PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud or dishonesty which may attach to such Director.

35 **Financial Year**

Financial year
Financial year

181.35.1 ~~The financial year of the Company shall be prescribed by the Board and may, from time to time, be changed by it. Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st March in each year and, following the year of incorporation, shall begin on 1st April in each year.~~

182.35.2 The Board may pay, out of the capital or any other moneys of the Company:-

~~(a)~~

~~(b)~~

(a) ~~(e)~~—the costs (including, without limitation, legal, printing and advertising fees and expenses) incurred (whether directly by the Company or not) in or in connection with the formation of the Company, the initial or any subsequent issue of its shares and the publication of any prospectus in connection with any such issue;

(b) the costs (whether incurred directly by the Company or not) of obtaining a listing for the shares on any stock exchange; and

(c) the costs (whether incurred directly by the Company or not) of registering the Company or any document issued by it with any governmental regulatory body in any part of the world.

~~183.~~35.3 The costs and expenses referred to in Article ~~182~~35.2 shall be paid by the Company and may be amortised over such period or periods as the Board may determine and the amount so paid shall, in the accounts of the Company, be charged against income and/or capital as determined by the Board.

36 Amendment of Memorandum and Articles

~~184.~~ Subject to the ~~Law~~Companies Act, the Company may at any time and from time to time by special resolution alter or amend ~~its~~the Memorandum of Association and ~~these~~these Articles of Association in whole or in part.

37 Transfer by Way of Continuation

The Company shall, subject to the provisions of the Companies Act and with the approval of a special resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

38 Mergers and Consolidations

The Company shall, with the approval of a special resolution, have the power to merge or consolidate with one or more constituent companies (as defined in the Companies Act), upon such terms as the Directors may determine.

~~(If there is any inconsistency between the English and Chinese versions of this Memorandum and Articles of Association, the English version shall prevail.)~~

Amendment of
Memorandum
and Articles
App 11
Part B
r.1
App 3
r.16

Transfer by Way
of Continuation

Mergers and
Consolidations



世大控股有限公司
GREAT WORLD COMPANY HOLDINGS LTD

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 8003)

NOTICE IS HEREBY GIVEN that an Annual General Meeting of Great World Company Holdings Ltd (the “**Company**”) will be held at Room 1202, 12/F., Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong on Thursday, 28 September 2023 at 11:00 a.m. (the “**2023 Annual General Meeting**”), for the purpose of considering and, if thought fit, passing, with or without modifications the following resolutions (A) for numbered (1) to numbered (8) which will be proposed as ordinary resolutions; and (B) for numbered (9) which will be proposed as special resolution:

AS ORDINARY BUSINESS, ORDINARY RESOLUTIONS

1. To receive and consider the audited consolidated financial statements and the reports of the directors and the independent auditors for the year ended 31 March 2023;
2. To re-elect Mr. Zhang Yanqiang as an executive director of the Company;
3. To re-elect Mr. Chung Koon Yan as an independent non-executive director of the Company;
4. To authorise the board of directors of the Company (the “**Board**”) to fix the remuneration of the directors of the Company;
5. To re-appoint HLB Hodgson Impey Cheng Limited as the auditors of the Company and to authorise the Board to fix their remuneration;

AS SPECIAL BUSINESS, ORDINARY RESOLUTIONS

6. “**THAT:**
 - (a) subject to paragraph (c) below, pursuant to the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited (the “**GEM Listing Rules**”), the exercise by the directors of the Company (the “**Directors**”) during the Relevant Period (as hereinafter defined) of all the powers of the Company to allot, issue and deal with the additional shares in the share capital of the Company and to make or grant offers, agreements and options, including warrants, bonds and debentures convertible into shares of the Company, which might require the exercise of such powers be and is hereby generally and unconditionally approved;

NOTICE OF 2023 ANNUAL GENERAL MEETING

- (b) the approval in paragraph (a) above shall authorise the Directors during the Relevant Period to make or grant offers, agreements and options, including warrants, bonds and debentures convertible into shares of the Company, which might require the exercise of such powers after the end of the Relevant Period;
- (c) the aggregate nominal amount of share capital allotted and issued or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) and issued by the Directors pursuant to the approval in paragraphs (a) and (b) above, otherwise than pursuant to (i) a Rights Issue (as hereinafter defined); or (ii) the exercise of any options granted under all share option schemes of the Company adopted from time to time in accordance with the GEM Listing Rules; or (iii) any script dividend or similar arrangements providing for the allotment and issue of shares in lieu of the whole or part of a dividend on shares in accordance with the articles of association of the Company in force from time to time; or (iv) any issue of shares in the Company upon the exercise of rights of subscription or conversion under the terms of any warrants issued by the Company or any securities which are convertible into shares in the Company and from time to time outstanding, shall not exceed 20% of the aggregate nominal amount of the share capital of the Company in issue at the date of the passing of this resolution and the said approval be limited accordingly; and
- (d) for the purposes of this resolution:

“**Relevant Period**” means the period from the time of the passing of this resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the articles of association of the Company or the applicable laws of the Cayman Islands to be held; and
- (iii) the date on which such authority is revoked or varied by an ordinary resolution of the shareholders of the Company in a general meeting of the Company.

NOTICE OF 2023 ANNUAL GENERAL MEETING

“**Rights Issue**” means an offer of shares in the Company, or offer or issue of warrants, options or other securities giving rights to subscribe for shares in the Company open for a period fixed by the Directors to shareholders of the Company whose names appear on the register of members of the Company on a fixed record date in proportion to their then holdings of shares in the Company subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of any relevant jurisdiction, or the requirements of any recognised regulatory body or any stock exchange in any territory outside Hong Kong applicable to the Company.”

7. “**THAT:**

- (a) subject to paragraph (c) below, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all powers of the Company to repurchase its shares on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) or any other stock exchange on which the shares of the Company may be listed and recognised by the Securities and Futures Commission of Hong Kong and the Stock Exchange for such purpose, and otherwise in accordance with the rules and regulations of the Securities and Futures Commission of Hong Kong, the Stock Exchange and all other applicable laws in this regard, be and is hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) above shall be in addition to any other authorisation given to the Directors and shall authorise the Directors on behalf of the Company during the Relevant Period to procure the Company to repurchase its shares at a price determined by the Directors;
- (c) the aggregate nominal amount of the shares of the Company which may be repurchased or agreed to be repurchased by the Company pursuant to the approval in paragraph (a) above during the Relevant Period shall not exceed 10% of the aggregate nominal amount of the issued share capital of the Company as at the date of the passing of this resolution and the said approval shall be limited accordingly; and

NOTICE OF 2023 ANNUAL GENERAL MEETING

(d) for the purposes of this resolution:

“**Relevant Period**” means the period from the time of the passing of this resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the articles of association of the Company or the applicable laws of the Cayman Islands to be held; and
- (iii) the date on which such authority is revoked or varied by an ordinary resolution of the shareholders of the Company in a general meeting of the Company.”

8. “**THAT** conditional upon the passing of the ordinary resolutions numbered 6 and 7 above, the general mandate granted to the Directors to exercise the powers of the Company to allot, issue and deal with additional shares of the Company pursuant to the ordinary resolution numbered 6 above be and is hereby extended by the addition thereto the aggregate nominal amount of the share capital of the Company which may be allotted and issued or agreed conditionally or unconditionally to be allotted and issued by the Directors pursuant to such general mandate of an amount representing the aggregate nominal amount of the shares of the Company repurchased by the Company under the authority granted to the Directors pursuant to the ordinary resolution numbered 7 above, provided that such amount shall not exceed 10% of the aggregate nominal amount of the issued share capital of the Company as at the date of passing this resolution.”

NOTICE OF 2023 ANNUAL GENERAL MEETING

AS SPECIAL BUSINESS, SPECIAL RESOLUTION

9. As special business, to consider and if thought fit, pass with or without amendments the following resolution as a special resolution:

“THAT:

the amended and restated memorandum of association and amended and restated articles of association of the Company (collectively the **“New Memorandum and Articles of Association”**) (which contain the proposed amendments to the existing memorandum of association and existing articles of association of the Company) set out in Appendix III to the circular of the Company dated 30 August 2023 of which this notice forms part be and are hereby approved and the New Memorandum and Articles of Association (a copy of which having been produced before the meeting and marked “A” and signed by the Chairman of the Annual General Meeting for the purpose of identification) be and are hereby adopted as the memorandum of association and articles of association of the Company in substitution for and to the exclusion of the existing memorandum of association and existing articles of association of the Company respectively with immediate effect after the close of the 2023 AGM and that any one Director or company secretary of the Company be and is hereby authorized to do all things necessary to implement the adoption of the New Memorandum and Articles of Association.”

By order of the Board
Great World Company Holdings Ltd
Ng Mui King, Joky
Chairman

Hong Kong, 30 August 2023

Registered office:
P.O. Box 309
Ugland House
Grand Cayman
KY1-1104
Cayman Islands

Principal place of business in Hong Kong:
Room 1202, 12/F
Great Eagle Centre
23 Harbour Road
Wanchai, Hong Kong

NOTICE OF 2023 ANNUAL GENERAL MEETING

Notes:

1. A form of proxy to be used for the meeting is enclosed.
2. Any member of the Company entitled to attend and vote at the meeting of the Company shall be entitled to appoint another person (who must be an individual) as his/her proxy to attend and vote instead of him/her and a proxy so appointed shall have the same right as the member to speak at the meeting. On a poll votes may be given either personally or by proxy. A proxy need not be a member of the Company. A member may appoint any number of proxies to attend in his/her stead at any one general meeting (or at any one class meeting).
3. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney authorised in writing, or if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person duly authorised to sign the same.
4. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be delivered to the Hong Kong branch share registrar and transfer office of the Company, Hong Kong Registrars Limited, at 17M/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for the meeting (before 26 September 2023, 11:00 a.m.) at which the person named in the instrument proposes to vote. Delivery of any 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.
5. Where there are joint registered holders of any share, any one of such persons may vote at the meeting, either personally or by proxy, in respect of such share as if he/she were solely entitled thereto; but if more than one of such joint holders be present at the meeting personally or by proxy, that one of the said persons so present being the most or, as the case may be, the more senior shall alone be entitled to vote in respect of the relevant joint holding and, for this purpose, seniority shall be determined by reference to the order in which the names of the joint holders stand on the register in respect of the relevant joint holding.
6. For the purpose of determining the shareholders of the Company who are entitled to attend and vote at the meeting convened by the above notice, the register of members of the Company will be closed from 25 September 2023 to 28 September 2023, both days inclusive, during which period no transfer of shares will be registered. The record date for the 2023 Annual General Meeting is Monday, 25 September 2023. Only shareholders of the Company whose names appear on the register of members of the Company on Monday, 25 September 2023, or their proxies or duly authorised corporate representative are entitled to attend and vote at the 2023 Annual General Meeting. All share certificates with completed transfer forms either overleaf or separately must be lodged with the Hong Kong branch share registrar and transfer office of the Company, Hong Kong Registrars Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Friday, 22 September 2023.
7. If a typhoon signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is in force at or at any time after 9:00 a.m. on 28 September 2023, the meeting will be adjourned. The Company will post an announcement on the website (www.gwchl.com) and the HKExnews website (www.hkexnews.hk) to notify shareholders of the date, time and place of the adjourned meeting. The meeting will be held as scheduled when an Amber or Red Rainstorm Warning Signal in force. Shareholders should decide on their own whether they would attend the meeting under bad weather conditions bearing in mind their own circumstances.