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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 or other registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Goldpac Group Limited, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or transferee or to the licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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**金邦達 Goldpac**

**Goldpac Group Limited**  
**金邦達寶嘉控股有限公司**  
*(Incorporated in Hong Kong with limited liability)*  
**(Stock Code: 3315)**

**PROPOSED DECLARATION OF  
FINAL DIVIDEND AND SPECIAL DIVIDEND,  
RE-ELECTION OF RETIRING DIRECTORS,  
GRANT OF GENERAL MANDATES TO  
ISSUE AND BUY BACK SHARES,  
PROPOSED ADOPTION OF THE NEW ARTICLES OF ASSOCIATION  
AND  
NOTICE OF ANNUAL GENERAL MEETING**

A notice convening the Annual General Meeting to be held at Room 1301, 13th Floor, Bank of East Asia Harbour View Centre, No. 56 Gloucester Road, Wanchai, Hong Kong on Thursday, 13 May 2021 at 11:00 a.m. is set out on pages 78 to 83 of this circular. A form of proxy for use at the Annual General Meeting is also enclosed. Such form of proxy is also published on the websites of The Stock Exchange of Hong Kong Limited (<http://www.hkexnews.hk>) and the Company (<http://www.goldpac.com>).

Whether or not you intend to attend the Annual General Meeting, you are requested to complete and sign the enclosed form of proxy in accordance with the instructions printed thereon and return it to the Company's share registrar, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the Annual General Meeting (i.e. not later than 11:00 a.m. on Tuesday, 11 May 2021 (Hong Kong time)) or the adjourned meeting (as the case may be). Completion and return of the form of proxy will not preclude you from attending and voting in person at the Annual General Meeting should you so wish.

14 April 2021

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## DEFINITIONS

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

“Annual General Meeting”	the annual general meeting of the Company to be held at Room 1301, 13th Floor, Bank of East Asia Harbour View Centre, No. 56 Gloucester Road, Wanchai, Hong Kong on Thursday, 13 May 2021 at 11:00 a.m. or any adjournment thereof, the notice of which is set out on pages 78 to 83 of this circular
“Articles of Association”	the articles of association of the Company as amended from time to time
“Board”	the board of Directors
“Buy-back Mandate”	a general mandate proposed to be granted to the Board to buy back Shares on the Stock Exchange of not exceeding 10% of the number of Shares in issue as at the date of passing of the proposed ordinary resolution contained in item 7 of the notice of the Annual General Meeting as set out on pages 78 to 83 of this circular
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
“Company”	Goldpac Group Limited 金邦達寶嘉控股有限公司, a company incorporated in Hong Kong with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange
“Controlling Shareholder(s)”	has the same meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Issue Mandate”	a general mandate proposed to be granted to the Board to allot, issue or deal with additional Shares of not exceeding 20% of the number of Shares in issue as at the date of passing of the proposed ordinary resolution contained in item 6 of the notice of the Annual General Meeting as set out on pages 78 to 83 of this circular

## DEFINITIONS

“Latest Practicable Date”	7 April 2021, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange as amended from time to time
“New Articles of Association”	the new articles of association of the Company proposed to be adopted at the Annual General Meeting
“Predecessor Companies Ordinance”	the Companies Ordinance (Chapter 32 of the Laws of Hong Kong which was in force immediately prior to 3 March 2014)
“RMB”	Renminbi, the lawful currency of the People’s Republic of China
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of the Company
“Shareholder(s)”	holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Codes on Takeovers and Mergers and Share Buy-backs as amended from time to time



**Goldpac Group Limited**  
**金邦達寶嘉控股有限公司**  
*(Incorporated in Hong Kong with limited liability)*  
**(Stock Code: 3315)**

*Executive Directors:*

LU Run Ting (*Chairman*)  
HOU Ping  
LU Runyi  
WU Siqiang  
LING Wai Lim  
LI Yijin

*Registered Office and Headquarters:*

Room 1301, 13th Floor  
Bank of East Asia Harbour View Centre  
No. 56 Gloucester Road  
Wanchai  
Hong Kong

*Independent non-executive Directors:*

MAK Wing Sum Alvin  
YE Lu  
YANG Geng

14 April 2021

*To the Shareholders*

Dear Sir/Madam,

**PROPOSED DECLARATION OF  
FINAL DIVIDEND AND SPECIAL DIVIDEND,  
RE-ELECTION OF RETIRING DIRECTORS,  
GRANT OF GENERAL MANDATES TO  
ISSUE AND BUY BACK SHARES,  
PROPOSED ADOPTION OF THE NEW ARTICLES OF ASSOCIATION  
AND  
NOTICE OF ANNUAL GENERAL MEETING**

**1. INTRODUCTION**

The purpose of this circular is to provide the Shareholders with information in respect of certain resolutions to be proposed at the Annual General Meeting.

## LETTER FROM THE BOARD

At the Annual General Meeting, resolutions will be proposed for the Shareholders to approve, among others, (i) the declaration of final dividend and special dividend; (ii) the re-election of retiring Directors; (iii) the grant of the Issue Mandate and the Buy-back Mandate; (iv) the extension of the Issue Mandate to include Shares bought back pursuant to the Buy-back Mandate; and (v) the proposed adoption of the New Articles of Association.

### **2. DECLARATION OF FINAL DIVIDEND AND SPECIAL DIVIDEND**

According to the announcement of annual results of the Company for the year ended 31 December 2020 dated 24 March 2021, the Board recommended the payment of a final dividend of HK10.0 cents (equivalent to approximately RMB8.4 cents) per ordinary Share (2019: HK10.0 cents equivalent to approximately RMB9.1 cents) and a special dividend of HK4.0 cents (equivalent to approximately RMB3.4 cents) per ordinary Share (2019: HK6.0 cents equivalent to approximately RMB5.5 cents) for the year ended 31 December 2020 to the Shareholders.

The payment of final dividend and special dividend is subject to the approval of the Shareholders at the Annual General Meeting. If the resolution for the payment of dividends is passed at the Annual General Meeting, the dividends will be paid on Wednesday, 30 June 2021 to the Shareholders whose names appear on the register of members of the Company at the close of business at 4:30 p.m. on Wednesday, 9 June 2021.

In order to determine entitlement to the proposed final dividend and special dividend, the register of members of the Company will be closed from Monday, 7 June 2021 to Wednesday, 9 June 2021, both days inclusive, during which period no transfer of Shares will be registered. In order to be eligible to receive the dividends, all transfer documents, accompanied by the relevant share certificates, must be lodged with the Company's share registrar in Hong Kong, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong for registration by 4:30 p.m. on Friday, 4 June 2021.

### **3. RE-ELECTION OF RETIRING DIRECTORS**

In accordance with Articles 102 and 103 of the Articles of Association, Mr. HOU Ping, Mr. LING Wai Lim and Mr. MAK Wing Sum Alvin shall retire by rotation at the Annual General Meeting. Mr. HOU Ping, Mr. LING Wai Lim and Mr. Mak Wing Sum Alvin, being eligible, will offer themselves for re-elections at the Annual General Meeting.

The Nomination Committee has assessed and reviewed the re-election of Mr. HOU Ping and Mr. LING Wai Lim as executive Directors, and Mr. MAK Wing Sum Alvin as independent non-executive Director. After considering the nomination principles and criteria set out in the Company's Board Diversity Policy and Director Nomination Policy and the Company's corporate strategy, the Nomination Committee made recommendations to the Board on the re-election of Mr. HOU Ping and Mr. LING Wai Lim as executive Directors, and Mr. MAK Wing Sum Alvin as independent non-executive Director. Their respective education, background, experiences and qualifications allow each of them to provide valuable and relevant insights and contribute to the diversity of the Board.

## LETTER FROM THE BOARD

The Company has also received a written confirmation of independence from Mr. Mak Wing Sum Alvin, the independent non-executive Director, of his independence pursuant to Rule 3.13 of the Listing Rules. The Board is of the view that the independent non-executive Director is independent and will continue to bring valuable business experience, knowledge and professionalism to the Board for its efficient and effective functioning and diversity.

Details of the retiring Directors for re-election at the Annual General Meeting are set out in Appendix I to this circular.

#### **4. GRANT OF GENERAL MANDATE TO ISSUE SHARES**

At the annual general meeting of the Company held on 18 May 2020, a general mandate was granted to the Board to issue Shares. Such mandate will lapse at the conclusion of the Annual General Meeting. In order to give the Company the flexibility to issue Shares if and when appropriate, an ordinary resolution will be proposed at the Annual General Meeting to approve the grant of the Issue Mandate to the Board to allot, issue or deal with additional Shares of not exceeding 20% of the number of Shares in issue as at the date of passing of the proposed ordinary resolution contained in item 6 of the notice of the Annual General Meeting as set out on pages 78 to 83 of this circular (i.e. a total of 166,712,200 Shares based on 833,561,000 Shares in issue as at the Latest Practicable Date and on the basis that such number of Shares in issue remains unchanged on the date of passing of the proposed ordinary resolution). An ordinary resolution to extend the Issue Mandate by adding the number of Shares bought back by the Company pursuant to the Buy-back Mandate will also be proposed at the Annual General Meeting. The Board wishes to state that they have no immediate plan to issue any new Shares pursuant to the Issue Mandate.

#### **5. GRANT OF GENERAL MANDATE TO BUY BACK SHARES**

At the annual general meeting of the Company held on 18 May 2020, a general mandate was granted to the Board to buy back Shares. Such mandate will lapse at the conclusion of the Annual General Meeting. In order to give the Company the flexibility to buy back Shares if and when appropriate, an ordinary resolution will be proposed at the Annual General Meeting to approve the grant of the Buy-back Mandate to the Board to buy back Shares on the Stock Exchange of not exceeding 10% of the number of Shares in issue as at the date of passing of the proposed ordinary resolution contained in item 7 of the notice of the Annual General Meeting as set out on pages 78 to 83 of this circular (i.e. a total of 83,356,100 Shares based on 833,561,000 Shares in issue as at the Latest Practicable Date and on the basis that such number of Shares in issue remains unchanged on the date of passing of the proposed ordinary resolution). The Board wishes to state that they have no immediate plan to buy back any Shares pursuant to the Buy-back Mandate.

An explanatory statement required by the Listing Rules to provide the Shareholders with requisite information reasonably necessary for them to make an informed decision on whether to vote for or against the grant of the Buy-back Mandate is set out in Appendix II to this circular.

## LETTER FROM THE BOARD

### 6. ANNUAL GENERAL MEETING AND PROXY ARRANGEMENT

The notice of the Annual General Meeting is set out on pages 78 to 83 of this circular.

Pursuant to Rule 13.39(4) of the Listing Rules and the Articles of Association, all votes of the Shareholders at the Annual General Meeting must be taken by poll. An announcement on the poll results will be published by the Company after the Annual General Meeting in the manner prescribed under Rule 13.39(5) of the Listing Rules.

For determining the entitlement to attend and vote at the above meeting, the register of members of the Company will be closed from Monday, 10 May 2021 to Thursday, 13 May 2021, both days inclusive, during which period no transfer of shares will be registered. In order to be eligible to attend and vote at the Annual General Meeting, unregistered holders of shares of the Company shall ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company's share registrar, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong for registration not later than 4:30 p.m. on Friday, 7 May 2021.

A form of proxy for use at the Annual General Meeting is enclosed with this circular and such form of proxy is also published on the websites of the Stock Exchange (<http://www.hkexnews.hk>) and the Company (<http://www.goldpac.com>). To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and deposited, together with the power of attorney or other authority (if any) under which it is signed or a certified copy of that power of attorney or authority at the Company's share registrar, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the Annual General Meeting (i.e. not later than 11:00 a.m. on Tuesday, 11 May 2021 (Hong Kong time)) or the adjourned meeting (as the case may be). Completion and delivery of the form of proxy will not preclude you from attending and voting at the Annual General Meeting if you so wish and, in such event, the form of proxy shall be deemed to be revoked.

### 7. PROPOSED ADOPTION OF THE NEW ARTICLES OF ASSOCIATION

Reference is made to the announcement of the Company dated 24 March 2021. On 24 March 2021, the Board proposed to make certain amendments to the Articles of Association. The proposed amendments to the Articles of Association seek to: (a) provide flexibility to the Company in relation to the conduct of general meetings, including to allow general meetings of the Company to be held by virtual attendance in addition to physical attendance, and expressly empower the chairman of such general meetings to make certain arrangements and take certain actions to ensure security and orderly conduct of meetings; and (b) reflect updates under the Companies Ordinance and Listing Rules. The proposed amendments to the Articles of Association are subject to the approval by the Shareholders by way of a special resolution at the Annual General Meeting. The special resolution to amend the Articles of Association is set out in the Notice of Annual General Meeting.

## LETTER FROM THE BOARD

The Board proposed to make amendments to the Articles of Association including, *inter alia*, the following:

**(a) Changes to provide flexibility in relation to the conduct of general meetings**

- (i) allowing the Company to hold general meetings in more than one location using any technology that enables the members to listen, speak and vote at the meetings;
- (ii) allowing the Company to hold general meetings as hybrid meetings where Shareholders may participate by means of electronic facilities in addition to physical attendance;
- (iii) empowering the Directors to call for postponement of general meeting; and
- (iv) setting out other related powers of the Board and the chairman of the general meeting, including making arrangements for attendance at the meetings as well as ensuring the security and orderly conduct of the meetings.

**(b) Changes to reflect updates under the Companies Ordinance and Listing Rules**

- (i) inserting provisions in the memorandum of association of the Company (the “**Memorandum**”) regarding company name and member’s limited liabilities into the Articles of Association;
- (ii) giving the Company the capacity, rights, powers and privileges of a natural person of full age;
- (iii) amending the definition of “Companies Ordinance” in the Articles of Association to make reference to the Companies Ordinance which is currently in force;
- (iv) deleting, adding or modifying certain definitions as appropriate;
- (v) amending the provisions relating to various ways to alter the Company’s capital in light of the abolishment of the par value for shares;
- (vi) deleting references relating to “memorandum”, “nominal value”, “nominal amount of the shares”, “premium”, “share premium account” and “capital redemption reserve” or similar wordings in the existing Articles of Association and where applicable, replacing references to nominal value of shares with total voting rights;
- (vii) broadening the disclosure of interest by Directors to include the disclosure of interests of the Directors’ “connected entity” (within the meaning given under section 486 of the Companies Ordinance);
- (viii) requiring the Board to give the reasons for declining to register a share transfer if requested by the transferor or transferee;

## LETTER FROM THE BOARD

- (ix) removing the Company's power to convert any paid up shares into stock;
- (x) removing articles relating to subscription rights reserves;
- (xi) amending the minimum notice period for convening a general meeting (other than an annual general meeting) for passing a special resolution from 21 days to 14 days;
- (xii) removing the Company's power to issue warrants to bearer;
- (xiii) replacing the obsolete terms with the new terms used in the Companies Ordinance and replacing the section references to the Predecessor Companies Ordinance (Chapter 32, the Laws of Hong Kong) with the corresponding section references to the Companies Ordinance; and
- (xiv) reflecting the amendments to the Listing Rules relating to connected transaction requirements and definition of "associate".

The proposal also contains some housekeeping amendments including consequential amendments in line with the above amendments to the Articles of Association. In view of the amount of amendments proposed to be made to the existing Articles of Association, the Board proposes that the New Articles of Association with all proposed amendments to the existing Articles of Association incorporated be adopted to replace and exclude the existing Articles of Association. The full text of the New Articles of Association (marked-up against the Memorandum and Articles of Association currently in force) is set out in Appendix III to this circular.

### **8. RECOMMENDATION**

The Board considers that the declaration of final and special dividends, the re-election of retiring Directors, the grant of the Buy-back Mandate and the Issue Mandate, the extension of the Issue Mandate to include Shares bought back pursuant to the Buy-back Mandate and the proposed adoption of the New Articles of Association are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favour of the relevant resolutions to be proposed at the Annual General Meeting.

Your attention is also drawn to the additional information set out in Appendix I, Appendix II and Appendix III to this circular.

Yours faithfully,  
For and on behalf of the Board  
**Goldpac Group Limited**  
**Mr. LU Run Ting**  
*Chairman*

The following are details of the Directors who will retire and, being eligible, offer themselves for re-election at the Annual General Meeting.

**Mr. HOU Ping (侯平)**, aged 60, is an executive Director and the chief executive officer of the Company, and joined the Group in 2011. He was first appointed as a Director on 30 August 2011, and was designated as an executive Director with effect from 15 November 2013. He is primarily responsible for the overall management of the Group. Mr. HOU has over 30 years of experience in the banking industry, including approximately 20 years of experience in the card industry. He has been a Director and the chief executive officer of the Company since 2011. He has also served as a director of Goldpac Datacard Solutions Company Limited and Goldpac Limited respectively, since 2011. He has also served as directors of six subsidiaries of the Company, a director of Goldpac Fintech Private Limited since 2016, and a director of Goldpac Technology Service Limited (Hengqin), SecureTech Holdings Limited and Goldpac Fintech Hong Kong Limited, the Company's subsidiaries, since 2018, and a director of Goldpac Fintech (Zhuhai) Limited Company and UMV Technology Limited (Zhuhai) since 2020.

Prior to joining the Group, Mr. HOU was the head of credit card centre at Deutsche Bank (China) Co., Ltd, and was seconded to Huaxia Bank as chief executive officer of the credit card centre from 2006 to 2011. Mr. HOU served various positions at Bank of China group and subsequently, BOC Credit Card (International) Limited since 1999, including as deputy general manager of BOC Credit Card (International) Limited in Hong Kong from 1999 to 2004. Mr. HOU served as an independent non-executive director of the Huijin Technology (Zhuhai) Co., Ltd (a company listed on Shenzhen Stock Exchange, Stock Code: 300561) from November 2016 to January 2019. Mr. HOU received a Master of Business Administration degree from the Hong Kong Baptist University in December 2003. Save as disclosed herein, Mr. HOU had not been a director of any other listed companies in Hong Kong or overseas in the past three years.

So far as the Directors were aware as at the Latest Practicable Date, Mr. HOU Ping was interested in 12,000,000 Shares (for details, please refer to the Company's annual report for the financial year ended 31 December 2020) within the meaning of Part XV of the SFO, representing approximately 1.44% of the total number of Shares in issue.

Save as disclosed above, Mr. HOU Ping (i) has no other relationship with any Director, senior management or substantial or Controlling Shareholder of the Company; and (ii) has not held any position with the Company or any of its subsidiaries or any directorship in other listed public companies in the last three years.

Mr. HOU and the Company has entered into a service contract which was deemed to have commenced on 4 December 2016 for a period of 3 years and shall continue thereafter unless and until terminated in accordance with the terms of his service contract or by either party giving to the other not less than 3 months' prior notice in writing. He is subject to retirement and re-election at least once every three years in accordance with the Articles of Association. In 2020, Mr. HOU is entitled to a basic salary of HK\$2,750,000 per annum, which is determined with reference to his responsibilities, experience, performance and the

prevailing market conditions. In addition, Mr. HOU is entitled to a discretionary bonus amounting to one month's salary. Mr. HOU is also entitled to a special discretionary variable bonus, provided that the aggregate amount of the bonuses payable to all Directors of the Company in respect of any financial year of the Company shall not exceed 10% of the audited consolidated net profit (after taxation and extraordinary and exceptional items) in respect of the previous financial year.

Save as disclosed above, there is no other information relating to Mr. HOU Ping that is required to be disclosed pursuant to Rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules, and there is no other matter which needs to be brought to the attention of the Shareholders.

**Mr. LING Wai Lim (盧威廉) (formerly known as Mr. Wai Lim (威廉) and Mr. LING Wai Lim (凌威廉)),** aged 34, joined the Company as non-executive Director on 18 May 2017. He was designated as an executive Director with effect from 15 March 2019 and was appointed as senior vice president of the Group with effect from 22 January 2021. Mr. LING has also served as directors of two subsidiaries of the Company, Goldpac Technology Service Limited (Hengqin) since 2018, and UMV Technology Limited (Zhuhai) since 2020. Mr. LING has over 10 years of experience in biomedical research and research project management. Mr. LING served as a project analyst, a project manager and the senior scientific advisor, respectively, of China Regenerative Medicine International Limited (Stock Code: 8158), a company listed on the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited, from June 2015 to December 2018. Mr. LING served as a research assistant of The University of Hong Kong, Department of Paediatrics and Adolescent Medicine, from December 2010 to May 2012. Mr. LING had not been a Director of any other listed Companies in Hong Kong or overseas in the past three years.

Mr. LING received the Bachelor of Science (Biotechnology) from The University of Hong Kong in 2008, the Master of Philosophy in Microbiology from The University of Hong Kong in 2010, and also the Doctor of Philosophy in Immunology from The University of Hong Kong in 2015.

So far as the Directors were aware as at the Latest Practicable Date, Mr. LING Wai Lim was interested in 16,000 Shares (for details, please refer to the Company's annual report for the financial year ended 31 December 2020) within the meaning of Part XV of the SFO, representing approximately 0.002% of the total number of Shares in issue.

Mr. LING is the son of Mr. LU Run Ting, who is the chairman of the Board, an executive Director and a Controlling Shareholder of the Company. He is also the nephew of Mr. LU Runyi, who is an executive Director and senior vice president of the Company. Save as disclosed above, Mr. LING (i) has no other relationship with any Director, senior management or substantial or controlling shareholder of the Company; and (ii) has not held any position with the Company or any of its subsidiaries or any directorship in other listed public companies in the last three years.

Mr. LING has entered into a service contract with the Company for a term of three years commencing from 15 March 2019 until terminated by not less than three months' notice in writing served by either party on the other. He is subject to retirement and re-election at least once every three years in accordance with the Articles of Association. In 2020, Mr. LING is entitled to a basic salary of HK\$893,880 per annum, which is determined with reference to his responsibilities, experience, performance and the prevailing market conditions. Mr. LING is also entitled to a special discretionary variable bonus, provided that the aggregate amount of the bonuses payable to all Directors of the Company in respect of any financial year of the Company shall not exceed 10% of the audited consolidated net profit (after taxation and extraordinary and exceptional items) in respect of the previous financial year.

Save as disclosed above, there is no other information relating to Mr. LING that is required to be disclosed pursuant to Rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules, and there is no other matter which needs to be brought to the attention of the Shareholders.

**Mr. MAK Wing Sum Alvin (麥永森)**, aged 68, is an independent non-executive Director. He joined the Group on 15 November 2013, when he was appointed as an independent non-executive Director. Mr. MAK is currently an independent non-executive Director of Hong Kong Television Network Limited (a company listed on the Stock Exchange, Stock Code: 1137), Luk Fook Holdings (International) Limited (a company listed on the Stock Exchange, Stock Code: 590), Lai Fung Holdings Limited (a company listed on the Stock Exchange, Stock Code: 1125) and Crystal International Group Limited (a company listed on the Stock Exchange, Stock Code: 2232). He was also an independent non-executive Director of I. T. Limited (a company Listed on the Stock Exchange, Stock Code: 999) from 31 March 2012 to 2 December 2019. At the same time, as a member of Hong Kong Housing Society, Mr. Mak has been selected as the Chairman of the Audit Committee, and also the member of the Supervisory Board, Remuneration Committee and Special Committee on Investment. Mr. MAK, after working in Citibank for over 26 years, went into his retirement in April 2012. Whilst at Citibank, he has held various senior positions, managing the regional global asset management business and financial control for North Asia, he last served as the Head of Markets and Banking for Citibank Hong Kong.

Mr. MAK graduated from the University of Toronto in Canada with a Bachelor of Commerce degree in June 1976. He has been a Chartered Accountant of the Canadian Institute of Chartered Accountants since September 1979, a Chartered Professional Accountant of the Canadian Institute of Chartered Accountants since November 2012 and currently also a member of the Hong Kong Institute of Certified Public Accountants. Save as disclosed herein, Mr. MAK had not been a Director of any other listed companies in Hong Kong or overseas in the past three years.

So far as the Directors were aware as at the Latest Practicable Date, Mr. MAK did not have any interest in the securities of the Company within the meaning of Part XV of the SFO.

Save as disclosed above, Mr. MAK (i) has no other relationship with any Director, senior management or substantial or Controlling Shareholder of the Company; and (ii) has not held any position with the Company or any of its subsidiaries or any directorship in other listed public companies in the last three years.

Mr. MAK and the Company has entered into a letter of appointment which was deemed to have commenced on 4 December 2016 for a period of 3 years and shall continue thereafter unless and until terminated in accordance with the terms of his letter of appointment or by either party giving to the other not less than 3 months' prior notice in writing. He is subject to retirement and re-election at least once every three years in accordance with the Articles of Association. In 2020, Mr. MAK is entitled to a director's fee in the sum of HK\$264,000 per annum, which is determined with reference to his responsibilities, experience, performance and the prevailing market conditions.

Save as disclosed above, there is no other information relating to Mr. MAK that is required to be disclosed pursuant to Rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules, and there is no other matter which needs to be brought to the attention of the Shareholders.

*The following is an explanatory statement required by the Listing Rules to provide the Shareholders with requisite information reasonably necessary for them to make an informed decision on whether to vote for or against the ordinary resolution to be proposed at the Annual General Meeting in relation to the grant of the Buy-back Mandate. It also constitutes the memorandum under section 239(2) of the Companies Ordinance.*

## **1. SHARE CAPITAL**

As at the Latest Practicable Date, the number of Shares in issue was 833,561,000 Shares.

Subject to the passing of the ordinary resolution set out in item 7 of the notice of the Annual General Meeting in respect of the grant of the Buy-back Mandate and on the basis that no further Shares are issued or bought back prior to the Annual General Meeting, the Board would be authorized under the Buy-back Mandate to buy back, during the period in which the Buy-back Mandate remains in force, a total of 83,356,100 Shares, representing 10% of the total number of Shares in issue as at the date of the Annual General Meeting.

## **2. REASONS FOR SHARE BUY-BACK**

The Board believes that the grant of the Buy-back Mandate is in the best interests of the Company and the Shareholders.

Buy-back of Shares may, depending on the market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share and will only be made when the Board believes that such a buy-back will benefit the Company and the Shareholders.

## **3. FUNDING OF SHARE BUY-BACK**

In buying back Shares, the Company may only apply funds legally available for such purpose in accordance with the Articles of Association, the Companies Ordinance and/or any other applicable laws, as the case may be.

## **4. IMPACT OF SHARE BUY-BACK**

There might be a material adverse impact on the working capital or gearing position of the Company (as compared with the position disclosed in the audited accounts contained in the annual report of the Company for the year ended 31 December 2020) in the event that the Buy-back Mandate was to be carried out in full at any time during the proposed buy-back period. However, the Board does not intend to exercise the Buy-back Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or the gearing levels which in the opinion of the Board are from time to time appropriate for the Company.

**5. MARKET PRICES OF SHARES**

The highest and lowest prices per Share at which Shares have traded on the Stock Exchange during each of the previous 12 months were as follows:

<b>Month</b>	<b>Highest</b> <i>HK\$</i>	<b>Lowest</b> <i>HK\$</i>
<b>2020</b>		
April	1.66	1.45
May	1.61	1.48
June	1.64	1.37
July	1.71	1.38
August	1.68	1.44
September	1.49	1.35
October	1.47	1.37
November	1.50	1.39
December	1.55	1.38
<b>2021</b>		
January	1.99	1.39
February	2.66	1.67
March	2.18	1.85
April (up to the Latest Practicable Date)	2.04	1.94

**6. GENERAL**

To the best of their knowledge and having made all reasonable enquiries, none of the Directors nor any of their respective close associates (as defined in the Listing Rules) have any present intention to sell any Shares to the Company in the event that the grant of the Buy-back Mandate is approved by the Shareholders.

The Company has not been notified by any core connected persons (as defined in the Listing Rules) of the Company that they have a present intention to sell any Shares to the Company, or that they have undertaken not to sell any Shares held by them to the Company in the event that the grant of the Buy-back Mandate is approved by the Shareholders.

The Board has undertaken to the Stock Exchange to exercise the power of the Company to make buy-backs of Shares pursuant to the Buy-back Mandate in accordance with the Listing Rules and the Companies Ordinance.

## 7. TAKEOVERS CODE

If as a result of a buy-back of Shares pursuant to the Buy-back Mandate, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition of voting rights for the purposes of Rule 32 of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert (within the meaning under the Takeovers Code), depending on the level of increase in the Shareholders' interest, could obtain or consolidate control of the Company and thereby become obliged to make a mandatory offer in accordance with Rule 26 and 32 of the Takeovers Code.

To the best knowledge of the Company, as at the Latest Practicable Date, Mr. LU Run Ting, the Chairman of the Company, together with Goldpac International (Holding) Limited ("GIHL"), a Controlling Shareholder and a company beneficially owned as to 100% by Mr. LU Run Ting, were interested in 301,499,422 Shares representing approximately 36.17% of the Shares in issue. In the event that the Directors exercise the proposed Buy-back Mandate in full, the shareholding of Mr. LU Run Ting and GIHL would be increased to approximately 40.19% of the Shares in issue.

The Board considers that such increase in shareholding would give rise to an obligation to make a mandatory offer under Rule 26 of the Takeovers Code. The Board does not intend to exercise the Buy-back Mandate to such an extent as would, in the circumstances, give rise to an obligation to make a mandatory offer in accordance with Rule 26 of the Takeovers Code or result in the aggregate number of Shares held by the public Shareholders falling below the prescribed minimum percentage required by the Stock Exchange.

## 8. BUY-BACK OF SHARES MADE BY THE COMPANY

During the six months prior to the Latest Practicable Date, the Company had not bought back any Shares (whether on the Stock Exchange or otherwise).

金邦達 Goldpac

**Goldpac Group Limited**  
金邦達寶嘉控股有限公司  
(Incorporated in Hong Kong with limited liability)

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**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION**  
(Adopted by resolutions passed on ~~15 November 2013~~ [ • ])

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*Note: The Chinese version of this ~~Memorandum and~~ Articles of Association is for reference only. In the event of any discrepancies or inconsistencies between the English version and the Chinese version, the English version shall prevail*

~~THE COMPANIES ORDINANCE  
(CHAPTER 32)  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
GOLDPAC GROUP LIMITED~~

~~金邦達寶嘉控股有限公司~~

- ~~1. The name of the Company is “Goldpac Group Limited 金邦達寶嘉控股有限公司”.~~
- ~~2. The registered office of the Company will be situate in Hong Kong.~~
- ~~3. The liability of the members is limited.~~
- ~~4. The share capital of the Company is HK\$10,000 divided into 10,000 ordinary shares of HK\$1.00 each.~~

~~Subject to the provisions of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong), the Company has the power to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without preference, priority or special privileges, or subject to any postponement of rights or to any conditions or restrictions and with power to modify or abrogate the rights attaching to any or all shares of the Company.~~

~~Note: By Written Resolutions passed on 28 October 2013, (i) every ordinary share of HK\$1.00 each in the issued and unissued share capital of the Company was subdivided into 1,000 ordinary shares of HK\$0.001 each; and (ii) the share capital of the Company was increased to HK\$4,000,000 divided into 4,000,000,000 ordinary shares of HK\$0.001 each.~~

~~WE, the person whose name and address are subscribed, are desirous of being formed into a Company in pursuance of this memorandum of association, and we agree to take the number of shares in the capital of the Company set opposite our name.~~

<del>Name, address and description of subscriber</del>	<del>Number of shares taken by subscriber</del>
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<del>DESCONA LIMITED 6th Floor, Alexandra House 16-20 Chater Road Central Hong Kong Corporation</del>	<del>One</del>
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~~(Sd.) David Lawrence, Director  
For and on behalf of  
DESCONA LIMITED~~

<del>Total number of shares taken:</del>	<del>One</del>
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~~Dated this 30th day of September 2004.  
WITNESS to the above signature:~~

~~(Sd.) Choy Hei Tung  
Solicitor, Hong Kong SAR  
2908 Alexandra House  
15-20 Chater Road  
Central  
Hong Kong~~

THE COMPANIES ORDINANCE  
(CHAPTER 622~~32~~)

## COMPANY LIMITED BY SHARES

## ARTICLES OF ASSOCIATION

## OF

## GOLDPAC GROUP LIMITED

金邦達寶嘉控股有限公司

(Adopted by special resolutions passed on ~~15 November 2013~~[•])**PRELIMINARY**

1. The name of the Company is “GOLDPAC GROUP LIMITED (金邦達寶嘉控股有限公司)”.
2. The Company has the capacity, rights, powers and privileges of a natural person of full age and, in addition and without limit, the Company may do any act that it is permitted or required to do by these articles or any ordinance or rule of law, and has power to, among other things, acquire, hold and dispose of land.
3. The liability of the members of the Company is limited.

**INTERPRETATION**

4.4. (1) In these articles the following words shall have the following meanings:

“**applicable laws and regulations**” includes the Listing Rules;

“**articles**” means the articles of the Company in their present form and all supplementary, amended or substituted articles for the time being in force;

“**associate**” ~~in relation to any director,~~ has the meaning ascribed to it in the Listing Rules;

“**Auditors**” means the auditors of the Company for the time being;

“**business days**” ~~has the meaning ascribed to it under section 821 of the Companies Ordinance~~ means ~~any day on which a recognised stock market is open for the business of dealing in securities;~~

“**clear days**” means in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“**Clearing House**” means a recognised clearing house within the meaning of Schedule 1 of the Securities and Futures Ordinance, (Chapter 571 of the Laws of Hong Kong) or a Clearing House recognised by the laws of the jurisdiction in which the shares are listed or quoted on a stock exchange in such jurisdiction;

“**close associate**” has the meaning ascribed to it in the Listing Rules;

“**Company**” means GOLDPAC GROUP LIMITED (金邦達寶嘉控股有限公司)  
~~Goldpac Group Limited~~;

“**Companies Ordinance**” means the Companies Ordinance (Chapter ~~36~~22 of the Laws of Hong Kong), as amended from time to time;

“**connected entity**” has the meaning ascribed to it under section 486 of the Companies Ordinance, and “**connected entities**” shall be construed accordingly;

“**corporate communication**” has the meaning ascribed to it in rule 1.01 of the Listing Rules;

“**corporation**” includes both a company incorporated under the Companies Ordinance as well as a company incorporated outside Hong Kong;

“**directors**” and “**board**” mean the directors of the Company or the directors present at a meeting of directors of the Company at which a quorum is present;

“**Elected Shares**” has the meaning given to it in article 154;

“**electronic communication**” means a communication sent, transmitted, conveyed and received by electronic transmission in any form through any medium;

“**Group**” means the Company and its subsidiaries or any of them;

“**holder**” means in relation to shares, the member whose name is entered in the register of members as the holder of the shares;

“**hybrid meeting**” means a general meeting convened, held and conducted by (i) physical attendance and participation by members and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by members and/or proxies by means of electronic facilities;

“**INEDs**” means the independent non-executive ~~D~~irectors elected from time to time;

“**listing document**” has the meaning ascribed to it in the Listing Rules and includes any supplemental listing document and any subsequent amendment to the listing document;

“**Listing Rules**” means the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;

“**Meeting Location**” has the meaning given to it in article 65;

“**mental incapacity**” has the meaning given to it by section 2(1) of the Mental Health Ordinance (Chapter 136 of the Laws of Hong Kong);

“**newspaper**” means a newspaper published and circulating generally in Hong Kong;

“**Non-elected Shares**” has the meaning given to it in article 154;

“**notice of publication**” has the meaning given to it in article 169;

“**Office**” means the registered office of the Company;

“**physical meeting**” means a general meeting convened, held and conducted by physical attendance and participation by members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations;

“**Principal Meeting Place**” has the meaning given to it in article 57;

“**register**” means the register of members of the Company kept pursuant to the Companies Ordinance and includes any branch register kept pursuant to the Companies Ordinance;

“**reporting relevant financial documents**” has the meaning ascribed to it in section ~~2(1)~~357(2) of the Companies Ordinance;

“**the Seal**” means the common seal of the Company or any ~~securities~~ official seal that the Company may have as permitted by the Companies Ordinance;

“**secretary**” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

“**share**” means a share in the capital of the Company and includes stock except where a distinction between stock and shares is express or implied;

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

“**summary financial report**” has the meaning ascribed to it in section ~~2(1)~~357 of the Companies Ordinance.

- (2) Save as aforesaid and unless the context otherwise requires, words and expressions contained in these articles shall bear the same meaning as in the Companies Ordinance.

- (3) Except where otherwise expressly stated, a reference in these articles to any primary or delegated legislation or legislative provision includes a reference to any modification or re-enactment of it for the time being in force.
- (4) In these articles, unless the context otherwise requires:
- (a) words in the singular shall include the plural, and vice versa;
  - (b) the masculine gender shall include the feminine and neutral and vice versa; and
  - (c) a reference to a person shall include a reference to a firm, a body corporate and to an unincorporated body of persons.
- (5) In these articles:
- (a) references to writing shall include references to typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a legible and non-transitory form, including for the avoidance of doubt an electronic record (within the meaning of the Electronic Transactions Ordinance (Chapter 553 of the Laws of Hong Kong));
  - (b) references to a power are to a power of any kind, whether administrative, discretionary or otherwise; ~~and~~
  - (c) references to a committee of the directors are to a committee established in accordance with these articles, whether or not comprised wholly of directors; ~~;~~
  - (d) references to a meeting shall mean a meeting convened, held and conducted in any manner permitted by these articles and any member or director (including, without limitation, the chairman of such meeting) attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Companies Ordinance and other applicable laws and regulations and these articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly;
  - (e) references to a person's participation in the business of a general meeting include without limitation and as relevant the right (including, in the case of a corporation, through its duly authorised representative) to speak or communicate, vote (whether by electronic facilities or not), be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Companies Ordinance and other applicable laws and regulations or these articles to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly; and

(f) references to electronic facilities include, without limitation, online platforms, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise).

(6) The headings are for convenience only and shall not affect the interpretation of these articles.

~~2.5.~~ The regulations contained in Model Articles~~Table A~~ in ~~the first s~~Schedule 1 to the Companies Ordinance (Model Articles) Notice (Chapter 622H of the Laws of Hong Kong) do not apply to the Company.

#### OFFICE

~~3.6.~~ The Office shall be at such place in Hong Kong as the directors shall from time to time appoint.

#### SHARE CAPITAL

~~4.~~ ~~The authorised share capital of the Company is HK\$4,000,000 divided into 4,000,000,000 ordinary shares of HK\$0.001 each.~~

~~5.7.~~ Subject to the provisions of the Companies Ordinance and without prejudice to any special rights attached to any existing shares, any share may be issued with such rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may by ordinary resolution determine (or, if the Company has not so determined, as the directors shall determine).

~~6.8.~~ Subject to the provisions of the Companies Ordinance, any share may be issued, with the sanction of a special resolution, which is or is to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by these articles. In the event of purchase for redemption of the redeemable share, the following provisions shall apply:

(a) purchases not made through the market or by tender shall be limited to a maximum price; and

(b) if purchases are by tender, tenders shall be available to all shareholders alike.

~~7.9.~~ Subject to the provisions of the Companies Ordinance and these articles, ~~the unissued shares in the Company shall be at the disposal of the directors, who may offer, allot, grant options over or otherwise deal with or dispose of them~~any share to such persons and on such terms as the directors think fit, ~~provided that no share of any class shall be issued at a discount to their nominal value except in accordance with the provisions of the Companies Ordinance.~~

~~8-10.~~ The directors may, subject to the approval by the members in general meeting, issue warrants or other rights and grant options to subscribe for any class of shares or securities of the Company on such terms as the directors may from time to time determine. ~~Where warrants are issued to the bearer, no certificate thereof shall be issued to replace the one that has been lost unless the directors are satisfied beyond reasonable doubt that the original certificate thereof has been destroyed and the Company has received an indemnity in such form as the directors may think fit with regard to the issue of any such replacement certificate.~~

9-11. The Company may exercise the powers of paying commissions conferred by the Companies Ordinance. Subject to the provisions of the Companies Ordinance, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of share capital pay such brokerage as may be lawful and exercise all powers of paying interest out of capital.

~~10-12.~~ Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these articles or by law) the Company shall not be bound by or required to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or in any fractional part of a share or any other rights in respect of any share except an absolute right to the entirety of it in the registered holder.

~~11-13.~~ No person shall become a member until his name shall have been entered into the register.

~~12-14.~~ No share shall be issued to bearer.

### VARIATION OF RIGHTS

~~13-15.~~ Subject to the provisions of the Companies Ordinance, if at any time the capital of the Company is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied, either while the Company is a going concern or during or in contemplation of a winding-up, either with the consent in writing of the holders of not less than shares representing at least seventy-five (75) per cent of the total voting rights of holders three-quarters in of 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 the shares of that class, but not otherwise. To every such separate meeting the provisions of these articles relating to general meetings shall apply, but so that the necessary quorum at such meeting (other than an adjourned meeting or a postponed meeting) shall be no less than two (2) persons together holding or representing by proxy at least one-third in nominal value of the total voting rights of holders of the issued shares of the class in question and at any adjourned meeting or postponed meeting two (2) persons holding shares of that class or by proxy (whatever the number of shares held by them).

~~4-16.~~ The provisions of the foregoing article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the rights whereof are varied.

~~45-17.~~ The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attached to or the terms of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking *pari passu* with them.

### SHARE CERTIFICATES

~~46-18.~~(1) Every person whose name is entered as a member in the register shall be entitled without payment to receive within two (2) months after allotment or ten (10) business days of the lodgement of an instrument of transfer duly stamped (or within such other period as the terms of issue shall provide), one certificate for all his shares of any particular class, or if he shall so request, upon payment of a fee (not exceeding the maximum amount as the Stock Exchange may from time to time permit) for every certificate after the first, as the directors shall from time to time determine, such number of certificates for shares in Stock Exchange board lots or multiples thereof as he shall request and one for the balance (if any) of the shares in question, provided that in the event of a member transferring part of the shares represented by a certificate in his name a new certificate in respect of the balance thereof shall be issued in his name upon payment of a fee (not exceeding the maximum amount as the Stock Exchange may from time to time permit).

(2) Every certificate shall be issued under the ~~S~~seal (which for this purpose may be an official seal as permitted by section 126 of the Companies Ordinance) and shall specify the number and class of shares and, if required, the distinctive numbers thereof, to which the certificate relates, ~~and the amount paid up thereon~~ and may otherwise be in such form as the board may from time to time determine. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate or certificates to one of several joint holders shall be a sufficient delivery to all such holders.

(3) If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on:

(a) payment of such fee (if any) as may from time to time be permitted under the rules prescribed by the Stock Exchange; and

(b) such other terms (if any) as to evidence and indemnity and payment (in the case of a loss or destruction) of any out-of-pocket expenses incurred by the Company in investigating evidence as the directors may think fit but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

As regards the loss of share certificate(s), compliance shall be made in accordance with sections 162 to 169 of the Companies Ordinance with respect to replacement certificate(s).

- (4) If at any time the share capital of the Company is divided into different classes of shares, every share certificate issued at that time shall comply with the provisions of the Companies Ordinance, and no certificate shall be issued in respect of more than one class of shares.

### JOINT HOLDERS

~~47.~~<sup>19.</sup> Where two (2) or more persons are registered as the holders of any share they shall be deemed to hold the same as joint tenants with the benefit of survivorship, subject to the following provisions:

- (a) the Company shall not be bound to register more than four (4) persons as the holders of any shares except in the case of the legal personal representatives of a deceased member;
- (b) the joint holders of any shares shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such shares;
- (c) on the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such share but the directors may require such evidence of death as they may deem fit;
- (d) any one of such joint holders may give effectual receipts for any dividend, bonus or return of capital payable to such joint holders; and
- (e) the Company shall be at liberty to treat the person whose name stands first in the register as one of the joint holders of any shares as solely entitled to delivery of the certificate relating to such share, or to receive notices from the Company, or to attend or vote at general meeting of the Company, and any notice given to such person shall be deemed notice to all the joint holders; but any one of such joint holders may be appointed the proxy of the persons entitled to vote on behalf of such joint holders, and as such proxy to attend and vote at general meetings of the Company, but if more than one of such joint holders be present at any meeting personally or by proxy that one so present whose name stands first in the register in respect of such shares shall alone be entitled to vote in respect thereof.

**LIEN**

~~18-20.~~ The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a member (whether singly or jointly with any other persons or persons), for all moneys presently payable by such member or his estate to the Company. The directors may declare any share to be wholly or in part exempt from the provisions of this article. The Company's lien on a share shall extend to all amounts payable in respect of it.

~~19-21.~~ The Company may sell, in such manner as the directors think fit, any shares on which the Company has a lien, but no sale shall be made unless an amount in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after notice in writing has been given to the holder of the share, or the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

~~20-22.~~ To give effect to the sale the directors may authorise some person to execute an instrument of transfer of the share sold to, or in accordance with the directions of, the purchaser and may enter the name of the purchaser or such transferee 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 in or invalidity of the proceedings in reference to the sale.

~~21-23.~~ The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the amount for which the lien exists as is presently payable, and any residue shall (subject to a like lien for any amount not presently payable as existed upon the share before the sale) be paid to the person entitled to the share at the date of the sale.

**CALLS ON SHARES AND FORFEITURE**

~~22-24.~~ Subject to the terms of allotment, the directors may make calls upon the members in respect of any amounts unpaid on their shares (~~whether in respect of nominal value or premium~~) and each member shall (subject to receiving at least fourteen (14) clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. In addition, such notice may, if required by any applicable laws and regulations, or determined by the board to be appropriate, be given to the members by notice to be published in the newspaper. A call may be required to be paid by instalments. A call may, before receipt by the Company of an amount due under it, be revoked or varied in whole or in part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

- ~~23-25.~~ A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- ~~24-26.~~ The joint holders of a share shall be jointly and severally liable to pay all calls in respect of it.
- ~~25-27.~~ If a call or an instalment of a call remains unpaid after it has become due and payable the person from whom it is due shall pay interest on the amount unpaid, from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the shares in question or in the notice of the call or, if no rate is fixed, at such rate not exceeding 10 per cent. per annum as the directors may determine, but the directors may waive payment of such costs, charges expenses or interest wholly or in part.
- ~~26-28.~~ An amount payable in respect of a share on allotment or at any fixed date, whether ~~in respect of nominal value or premium or~~ as an instalment of a call or not, shall be deemed to be a call duly made and payable on the date on which by the terms of allotment the same became payable and in the case of non-payment, these articles shall apply as if that sum had become due and payable by virtue of a call duly made and notified; and all the provisions herein with respect to the payment of calls and interest thereon, or to the forfeiture of shares for non-payment of calls shall apply to every such amount and the shares in respect of which it is payable in the case of non-payment thereof.
- ~~27-29.~~ No member shall, unless the directors otherwise determine, be entitled to receive any dividend or bonus, or to receive notice of or to be present or vote at any general meeting, either personally, or (save as proxy for another member) by proxy, or to exercise any privileges as member, or be reckoned in a quorum, until he shall have paid all calls or other sums due and payable by him to the Company, whether alone or jointly with any other person with interest and expenses (if any) shall have been paid.
- ~~28-30.~~ Subject to the terms of allotment, the directors may differentiate between the holders in the amounts and times of payment of calls on their shares.
- ~~29-31.~~ The directors may receive from any member willing to advance it all or any part of the amount unpaid on the shares held by him (beyond the sums actually called up) as a payment in advance of calls, and such payment shall, to the extent of it, extinguish the liability on the shares in respect of which it is advanced. The Company may pay interest on the amount so received, or so much of it as exceeds the sums called up on the shares in respect of which it has been received, at such rate (if any) as the member and the directors agree, not exceeding eight (8) per cent. per annum but such member shall not be entitled to participate in respect of the amount paid up in advance thereof in a dividend subsequently declared.
- ~~30-32.~~ If a call or an instalment of a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen (14) clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made

and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited. If the notice is not complied with, any shares in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends and other amounts payable in respect of the forfeited shares and not paid before such forfeiture. The directors may accept the surrender of any shares liable to be forfeited hereunder and in such cases references in these articles to forfeiture shall include surrender.

~~31-33.~~ Subject to the provisions of the Companies Ordinance, any shares so forfeited shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors think fit to any person and, at any time before the disposition, the forfeiture may be cancelled on such terms as the directors determine. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the directors may authorise someone to execute an instrument of transfer of the share to that person.

~~32-34.~~ A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all amounts which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those amounts before the forfeiture or, if no interest was so payable, at such rate not exceeding 10 per cent. per annum as the directors may determine from the date of forfeiture until payment, but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

~~33-35.~~ A statutory declaration in writing by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of and he shall be registered as the holder of the share and shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings relating to the forfeiture or disposal of the share.

### TRANSFER OF SHARES

~~34-36.~~ The right of members to transfer their fully-paid shares shall not be restricted by any rights of pre-emption (except where permitted by the Stock Exchange).

~~35-37.~~ All transfers of shares must be effected by an instrument of transfer. The instrument of transfer of any share shall be in writing and in any usual form or in a form prescribed by the Stock Exchange or in any other form which the directors approve and shall be executed by or on behalf of the transferor and by or on behalf of the transferee and

shall be under hand or, if the transferor or transferee is a clearing house or its nominee(s), by hand or by machine imprinted signature or by such other manner of execution as the board may approve from time to time.

The transferor shall be deemed to remain the holder of the share(s) concerned until the name of the transferee is entered in the register in respect thereof. Nothing in these articles shall preclude the directors from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.

~~36-38.~~ The directors may, at any time in their absolute discretion ~~and without giving any reason~~, refuse to register the transfer of a share which is not fully paid. In particular, the directors may refuse to register a transfer of a share if all or any of the following sub-clauses (a) to (e) are not satisfied:

- (a) the instrument of transfer is lodged, duly stamped, at the Office or at such other place as the directors may appoint and is accompanied by the certificate for the share to which it relates, and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer and a fee as permitted under the rules prescribed by the Stock Exchange;
- (b) the instrument of transfer is in respect of only one class of share;
- (c) the instrument of transfer is in favour of not more than four (4) transferees;
- (d) the shares concerned are free of any lien in favour of the Company; or
- (e) such other conditions as the directors may from time to time impose for the purpose of guarding against losses arising from forgery are satisfied.

~~37-39.~~ If the directors refuse to register a transfer of a share, they shall within 10 business days after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal in accordance with the Companies Ordinance. Upon request by the transferor or transferee, the directors must, within 28 days after receiving such request, send to the transferor or transferee (as the case may be) a statement of the reasons for the refusal.

~~38-40.~~ The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods as the directors may, in accordance with the Companies Ordinance, from time to time determine either generally or in respect of any class of shares.

~~39-41.~~ The Company shall be entitled to charge a fee as may be permitted under the rules prescribed by the Stock Exchange on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, or other instrument or document relating to or affecting the title to any share.

~~40-42.~~ The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall (except in the case of fraud or where fraud is suspected) be returned to the person lodging it when notice of the refusal is given.

~~41-43.~~ No transfer may be made to a minor (under the age of 18) or to a person of unsound mind or under other legal disability.

### **TRANSMISSION OF SHARES**

~~42-44.~~ If a member dies the survivor or survivors where he was a joint holder, or his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing in this article shall release the estate of a deceased member whether sole or joint, from any liability in respect of any share which had been solely or jointly held by him.

~~43-45.~~ A person becoming entitled to a share or shares in consequence of the death or, bankruptcy or winding-up of a member or otherwise by operation of law or by court order may, upon such evidence being produced as the directors may properly require, elect either to become registered as the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the provisions of these articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer signed by the member and the death or bankruptcy of the member had not occurred including the director's right to refuse or suspend registration.

~~44-46.~~ A person becoming entitled to shares by reason of the death, bankruptcy or winding-up of a member or otherwise by operation of law or by court order shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any general meeting or at any separate meeting of the holders of any class of shares. Provided always that the directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied within 60 days the director may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

~~45-47.~~ Any person to whom the right to any shares in the Company has been transmitted by operation of law shall, if the directors refuse to register the transfer, be entitled to call upon the directors to furnish within 28 days a statement of the reason for the refusal.

**STOCK**

~~46.48. Subject to the Companies Ordinance, the Company may by ordinary resolution convert any paid up shares into stock and reconvert any stock into paid up shares of any denomination. After the passing of any resolution converting all the fully paid up shares of any class into stock any shares of that class which subsequently become fully paid up and rank *pari passu* in all other respects with such shares shall, by virtue of this article and such resolution, be converted into stock transferable in the same units as the shares already converted.~~

~~47. A holder of stock may transfer the same or any part thereof in the same manner, and subject to the same provisions of these articles, as would have applied to the shares from which the stock arose if the shares had not been converted, or as near thereto as circumstances admit; but the directors may fix the minimum amount of stock transferable at an amount not exceeding the nominal amount of any of the shares from which the stock arose. No warrants to bearer shall be issued in respect of any stock.~~

~~48.49. A holder of stock shall, according to the amount of the stock held by him, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if he held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and assets on a winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.~~

~~49.50. All the provisions of these articles applicable to paid up shares shall apply to stock, and the words "share" and "member" shall include "stock" and "stockholder" respectively.~~

**ALTERATION OF CAPITAL**

~~50.51. Subject to the Companies Ordinance, the Company may alter its share capital in any one or more of the ways set out below: by ordinary resolution:~~

- ~~(a) increase its share capital by allotting and issuing new shares of such amount as the resolution prescribes;~~
- ~~(b) increase its share capital without allotting and issuing new shares, if the funds or other assets for the increase are provided by the members of the Company;~~
- ~~(c) capitalise its profits, with or without allotting and issuing new shares;~~
- ~~(d) allot and issue bonus shares with or without increasing its share capital;~~
- ~~(e) convert all or any of its shares into a larger or smaller number of shares;~~

- (f) cancel shares that:
    - (i) at the date the resolution for cancellation is passed, have not been taken or agreed to be taken by any person; or
    - (ii) have been forfeited.
  - ~~(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;~~
  - ~~(c) subject to the provisions of the Companies Ordinance, sub divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association and determine that, as between the shares resulting from such a sub-division, any of them, as compared with the others, may have any preference or advantage;~~
  - ~~(d) divide its shares into several classes and attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions, 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";~~
  - ~~(e) cancel 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; or~~
  - ~~(f) make provision for the issue and allotment of shares which do not carry any voting rights.~~
52. On any consolidation of fully paid shares, 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 benefit of the Company.
51. ~~The general meeting resolving to create any new shares may direct that the same or any of them, shall be offered in the first instance, and either at par or at a premium or (subject to the provisions of the Companies Ordinance) at a discount, to all the existing~~

~~holders of any class of shares in the capital of the Company, in proportion to the number of shares of such class held by them respectively, or make any other provisions as to the issue and allotment of the new shares, and in default of any such direction, the new shares shall be at the disposal of the directors and article 7 shall apply thereto.~~

52. ~~Subject to any direction or determination to the contrary that may be given in accordance with the powers contained in these articles, all new shares created pursuant to article 51 shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission of shares, forfeiture, lien or otherwise as the existing shares of the Company.~~
53. ~~Whenever as a result of any consolidation or subdivision of shares any difficulty arises, the directors may settle such difficulty as they think expedient and, in particular, if any members would become entitled to fractions of a share, the directors may on behalf of those members sell to any person (including, subject to the provisions of the Companies Ordinance, the Company) the shares representing the fractions and distribute the net proceeds of sale in due proportion among those members or retain the net proceeds for the benefit of the Company, and the directors may authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser. The transferee 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 in or invalidity of the proceedings in reference to the sale.~~
- 54.53. ~~Subject to the provisions of the Companies Ordinance, the Company may by special resolution reduce its share capital, any capital redemption reserve fund and any share premium account in any manner and with, and subject to, any incident authorised and consent required by law.~~

#### **PURCHASE OF OWN SHARES AND FINANCIAL ASSISTANCE FOR PURCHASE BY OTHERS**

- 55.54. ~~The Company may exercise any powers conferred or permitted by the Companies Ordinance or any other ordinance from time to time to purchase or otherwise acquire~~ buy back ~~its own shares (including any redeemable shares), or to give, directly or indirectly, by means of a loan, guarantee, the provision of security or otherwise, financial assistance for the purpose of or in connection with a purchase or other acquisition made or to be made by any person of any shares in the Company and should the Company purchase or otherwise acquire~~ buy back ~~its own shares, neither the Company nor the directors shall be required to select the shares to be purchased or otherwise acquired~~ bought back ~~rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares provided always that any such purchase or other acquisition or financial assistance shall only be made or given in accordance with any relevant rules or regulations issued by the Stock Exchange, the Securities~~ &and ~~Futures Commission~~

or the relevant regulator or authorities from time to time in force. For the purpose of this article, “shares” includes shares, warrants and any other securities convertible into shares which are issued from time to time by the Company.

### GENERAL MEETINGS

~~56-55.~~ The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; ~~and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.~~ The annual general meeting shall be held at such time and place as the directors shall appoint. ~~All general meetings other than annual general meetings shall be called extraordinary general meetings.~~ All general meetings (including an annual general meeting, any adjourned meeting or postponed meeting) may be held as a physical meeting in any part of the world and at one or more locations as provided in article 65, or as a hybrid meeting as may be determined by the board in its absolute discretion.

~~57-56.~~ Other than annual general meetings, all general meetings of members shall be called general meetings. The directors may, whenever they think fit, convene an ~~extraordinary~~ general meeting, and ~~extraordinary~~ general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by the Companies Ordinance. If at any time there are not ~~within Hong Kong~~ sufficient directors capable of acting to form a quorum of the board of directors, any director or any two (2) or more members of the Company representing at least 10% of the total voting rights of all the members having a right to vote at general meetings, may convene an ~~extraordinary~~ general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

### NOTICE OF GENERAL MEETINGS

~~58-57.~~ Subject to ~~section 578~~ the provisions of the Companies Ordinance, an annual general meeting ~~and an extraordinary general meeting called for the passing of a special resolution~~ shall be called by at least twenty-one (21) clear days’ notice in writing, and all other ~~extraordinary~~ general meetings shall be called by at least fourteen (14) clear days’ notice in writing (or such longer period as may be required by the Listing Rules). The notice shall specify the place (and if there is more than one meeting location as determined by the board pursuant to article 65, the principal place of the meeting which can be a location in any part of the world (the “Principal Meeting Place”)), the day and the time of meeting ~~and, in the case of special business~~ the general nature of such the business to be dealt with, and in the case of an annual general meeting shall specify the meeting as such. If the general meeting is to be a hybrid meeting, the notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting. Notice of a general meeting shall be given to such persons as are, under these articles, entitled to receive such notices from the Company. There shall appear on every such notice with

reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy needs not be a member of the Company. Subject to the provisions of the Companies Ordinance, a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it so agreed:

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other general meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than ninety-five (95) per cent of the total voting rights ~~in nominal value of the shares giving that right.~~

~~59.~~58. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting. 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 the proceedings at that meeting.

### PROCEEDINGS AT GENERAL MEETINGS

~~60.~~ All business ~~shall be deemed special that is transacted at an extraordinary general meeting. All business that is transacted at an annual general meeting shall also be deemed special, with the exception of declaring dividends, the consideration of the accounts, balance sheet, and the reports of the directors and auditors and other documents required to be annexed to the balance sheet, the appointment of directors in the place of those retiring (whether by rotation or otherwise) and the reappointment of the retiring auditors and the fixing of the remuneration of the auditors and of the directors.~~

~~61.~~59. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and continues to be present until the conclusion of the meeting. Two (2) persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum.

60. The board may, at its absolute discretion, arrange for members to attend a general meeting by simultaneous attendance and participation at meeting place(s) using electronic means at such place or places in any part of the world as the board may, at its absolute discretion, designate. The members present in person or by proxy at the meeting place(s) shall be counted in the quorum for, and entitled to vote at, the subject general meeting, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that members attending at all the meeting

places are able to hear all those persons present and speak at the principal place of the meeting and at any other meeting place(s) held by electronic means and be heard by all other persons in the same way. The chairman of the meeting shall be present at, and the meeting shall be deemed to take place at, the Principal Meeting Place.

~~62.61.~~ If a quorum is not present within half an hour after the time appointed for holding the meeting, the meeting, if convened on the requisition of or by members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and (where applicable) such place(s) and in such form and manner referred to in article 55 as the directors may determine, or to such day, time, ~~and~~ place(s) and in such form and manner referred to in article 55 as the directors may determine. If at the adjourned meeting a quorum is not present within half an hour after the time appointed for holding the meeting, the member or members present in person or by proxy or a duly authorised representative of a corporation which is a member shall be a quorum and may transact the business for which the meeting was called.

~~63.62.~~ The chairman (if any) of the board of directors or, in his absence the vice-chairman (if any) or in the absence of both of them some other director nominated by the directors shall preside as chairman of every general meeting of the Company but, if neither the chairman nor the vice-chairman nor such other director (if any) is present within fifteen minutes after the time appointed for holding the meeting and is willing to act, the directors present shall elect one of their number present to be chairman and, if there is only one director present and willing to act, he shall be chairman.

~~64.63.~~ If no director is willing to act as chairman or, if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

~~65.64.~~ Subject to article 67 and ~~W~~without prejudice to any other power of adjournment he may have under these articles or at common law, the chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time (or indefinitely) and/or from place to place(s) and/or from one form to another (a physical meeting or a hybrid meeting), but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original notice. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or the business to be transacted thereat.

65. (1) The board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations (“Meeting Location(s)”) determined by the board at its absolute discretion. Any member or any proxy

attending and participating in such way or any member or any proxy participating in a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting.

(2) All general meetings are subject to the following:

(a) where a member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;

(b) members present in person (or in the case of a member being a corporation, by its duly authorised representative) or by proxy at a Meeting Location and/or members participating in a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that members at all Meeting Locations and members participating in a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;

(c) where members attend a meeting by being present at one of the Meeting Locations and/or where members participate in a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of a hybrid meeting, the inability of one or more members (in the case of members being corporations, their duly authorised representatives) or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and

(d) if any of the Meeting Locations is outside Hong Kong and/or in the case of a hybrid meeting, the provisions of these articles concerning the service and giving of notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place.

66. The board and, at any general meeting, the chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place and/or any Meeting Location(s) and/or participation and/or voting in a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it/he shall in its/his absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that

a member who, pursuant to such arrangements, is not permitted to attend, in person (or in the case of a member being a corporation, by its duly authorised representative) or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.

67. If it appears to the chairman of the general meeting that:

- (a) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in article 65(1) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of the meeting; or
- (b) in the case of a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or
- (c) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or
- (d) there is violence or threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;

then, without prejudice to any other power which the chairman of the meeting may have under these articles or at common law, the chairman may, at his absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.

68. The board and, at any general meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction the board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under these articles shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.

69. If, after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a 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 inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the notice calling the meeting, it may (a) postpone the meeting to another date and/or time, and/or (b) change the place and/or electronic facilities and/or form of the meeting (including, without limitation, a physical meeting or a hybrid meeting), without approval from the members. Without prejudice to the generality of the foregoing, the board shall have the power to provide in every notice calling a general meeting the circumstances in which such a change or postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a gale warning or black rainstorm warning or other similar event is in force at any time on the day of the meeting. These articles shall be subject to the following:
- (a) when either (1) a meeting is postponed, or (2) there is a change in the place and/or electronic facilities and/or form of the meeting, the Company shall (a) endeavour to post a notice of such change or postponement on the Company's website as soon as reasonably practicable (provided that failure to post such a notice shall not affect the automatic change or automatic postponement of such meeting); and (b) subject to and without prejudice to article 64, unless already specified in the original notice of the meeting or included in the notice posted on the Company's website above, the board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the changed or postponed meeting, specify the date and time by which proxies shall be submitted in order to be valid at such changed or postponed meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the changed or postponed meeting unless revoked or replaced by a new proxy), and shall give the members reasonable notice (given the circumstances) of such details in such manner as the board may determine; and
- (b) notice of the business to be transacted at the changed or postponed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the changed or postponed meeting is the same as that set out in the original notice of general meeting circulated to the members.
70. All persons seeking to attend and participate in a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to article 67, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.

65-71. Without prejudice to other provisions in articles 65 to 70, a physical meeting may also be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

## VOTING

66-72. Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these articles, at any general meeting on a poll every member of the Company present in person or by proxy or, in the case of a member of the Company being a corporation, by its duly authorised representative, shall have one vote for every fully paid share of which he is the holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. At any general meeting, a resolution put to the vote of the meeting shall be decided by way of a poll.

67-73. The chairman of the general meeting may determine that the results of the poll, if certified by scrutineer(s) appointed by the Company or the chairman of the general meeting or a director or the secretary, shall be published on the Company's website without the requirement for the results being declared at any meeting or adjourned meeting or postponed meeting. The publication on the Company's website of the results of the relevant poll which shows that a resolution has been carried or lost or has or has not been carried by any particular majority, and an entry to that effect in the minutes of the proceedings of the Company, shall, in the absence of manifest error, be conclusive evidence of such fact. The result of the poll shall be deemed to be the resolution of the meeting. The Company shall only be required to disclose the voting figures on a poll if such disclosure is required by the Listing Rules.

68-74. On a poll votes may be given either personally or by proxy.

69-75. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way. Votes may be cast by such means, electronic or otherwise, as the directors or the chairman of the meeting may determine.

70-76. All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by these articles or by the applicable laws ~~or~~ and regulations. In the case of an equality of votes, the chairman of such meeting shall be entitled to a second or casting vote in addition to any other vote he may have.

71-77. Where there are joint holders of any share any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at any meeting the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the ~~R~~ register in respect of

the 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.

~~72-78.~~(1) A member of the Company who is a patient for any purpose relating to mental health or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, by his receiver, committee, curator bonis or other person in the nature of a receiver, committee or curator bonis appointed by such court, and such receiver, committee, curator bonis or other person may vote on a poll by proxy, and may otherwise act and be treated as if he were the registered holder of such shares for the purposes of general meetings, provided that such evidence as the directors may require of the authority of the person claiming to vote shall have been deposited at the Office or at such other place in Hong Kong as ~~is~~ specified in the notice convening the meeting or the instrument of proxy issued by the Company, or sent or transmitted by electronic means to such electronic address as specified in the notice convening the meeting or the instrument of proxy issued by the Company, in each case not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting or postponed meeting as the case may be.

(2) Any person entitled under article ~~43~~5 to be registered as the holder of any shares 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 forty-eight (48) hours at least before the time of the holding of the meeting or adjourned meeting or postponed meeting, as the case may be, at which he proposes to vote, he shall satisfy the board of his entitlement to such shares, or the board shall have previously admitted his right to vote at such meeting in respect thereof.

~~73-79.~~No member of the Company shall, unless the board otherwise determines, be entitled to attend and vote and to be reckoned in a quorum at any general meeting unless he is duly registered and all calls or other sums presently payable by him in respect of shares in the Company have been paid.

~~74-80.~~If:

- (a) any objection shall be raised to the qualification of any voter; or
- (b) any votes have been counted which ought not to have been counted or which might have been rejected; or
- (c) any votes are not counted which ought to have been counted;

the objection or error shall not vitiate the decision of the meeting or adjourned meeting or postponed meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting or postponed meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or

error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

~~75-81.~~ Subject to the provisions of the Companies Ordinance, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. A written notice of confirmation of such resolution in writing signed by or on behalf of a member shall be deemed to be his signature to such resolution in writing for the purposes of this article. Such resolution in writing may consist of several documents each signed by or on behalf of one or more members. A resolution which is signed and sent by a member by cable, facsimile message, telex message or other electronic ~~means~~ communication shall be treated as being signed by him for the purpose of this article.

~~76-82.~~ Where any member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such shareholder in contravention of such requirement or restriction shall not be counted.

## PROXY

~~77-83.~~ Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. A member of the Company may appoint more than one proxy to attend on the same occasion. A proxy need not be a member of the Company.

~~78-84.~~ An instrument appointing a proxy shall be in writing and if the board in its absolute discretion determines, may be contained in an electronic communication, and: (i) if in writing but not contained in an electronic communication, in such form which the directors may approve, provided that this shall not preclude the use of the two way form. An instrument of proxy shall be executed by or on behalf of the appointor, or if the appointor is a corporation, may execute a form of proxy either under its seal or under the hand of a duly authorised officer; or (ii) in the case of an appointment contained in an electronic communication, submitted by or on behalf of the appointer, subject to applicable laws and regulations and such terms and conditions and authenticated in such manner as the board may in its absolute discretion determine.

85. The Company may, at its absolute discretion, designate from time to time an electronic address or an electronic means of submission for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these articles), the power of attorney as referred to in article 89 and notice of termination of the authority of a proxy). If such an electronic address or electronic means of submission is provided, the Company shall be deemed to have agreed that

any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address or by such electronic means of submission, subject as hereafter provided and subject to any other limitations or conditions or requirements specified by the Company when providing the electronic address or electronic means of submission. Without limitation, the Company may from time to time determine that any such electronic address or electronic means of submission may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses or electronic means of submission for different purposes. If any document or information required to be sent to the Company under these articles is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address or via its designated electronic means of submission provided in accordance with these articles or if no electronic address or electronic means of submission is so designated by the Company for the receipt of such document or information.

86. Deposit of an instrument of proxy shall not preclude a member of the Company from attending and voting at the meeting or at any adjournment or postponement of it and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

~~79-87.~~ Any instrument of proxy issued to a member for use by him for appointing a proxy to attend and vote at an ~~extraordinary~~ general meeting or at an annual general meeting at which any business is to be transacted shall be such as to enable the member, according to his intention, to instruct the proxy to vote in favour of or against (or, in default of instructions, to exercise his discretion in respect of) each resolution dealing with any business; and unless the contrary is stated therein, be valid as well for any adjournment or postponement of the meeting as for the meeting to which it relates.

~~80-88.~~ The instrument appointing a proxy and any authority under which it is executed or a copy of the authority certified notarially may be (i) deposited at the Office or at such other place in Hong Kong as is specified in the notice convening the meeting or, (ii) if an electronic address or electronic means of submission in accordance with the preceding article is specified by the Company, in the notice of meeting or in the instrument of proxy issued by the Company, specifically for the purpose of receiving such instruments and the aforesaid authorities and documents for that meeting, sent or transmitted by electronic means to such electronic address or via the electronic means of submission so specified subject to applicable laws and regulations and any conditions or limitations imposed by the Company, in each case not less than 48 hours before the time for holding the meeting or adjourned meeting on postponed meeting at which the person named in the instrument proposes to vote. An instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid. In calculating the periods mentioned above, no account is to be taken of any part of a day that is a public holiday. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date of its execution, except at an adjourned meeting or a postponed meeting in cases where the meeting was originally held within twelve (12) months from such date.

~~81-89.~~ A vote given in accordance with the terms of an instrument of proxy or power of attorney or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or ~~insanity~~ mental incapacity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of shares in respect of which the proxy is given, provided no intimation in writing of the death, ~~insanity~~ mental incapacity, revocation or transfer shall have been received by the Company at the Office at least 24 hours before the commencement of the meeting or adjourned meeting or postponed meeting at which the proxy is used.

### CORPORATIONS ACTING BY REPRESENTATIVES

~~82-90.~~ Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company, or at any separate meeting of the holders of any class of shares. The person so authorised shall be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it were an individual member of the Company. References in these articles to a member present in person at a meeting shall, unless the context otherwise requires, include a corporation which is a member represented at the meeting by such duly authorised representative.

~~83-91.~~ Without prejudice to the generality of article ~~82-90~~, if a Clearing House (or its nominee(s)), being a corporation, is a member of the Company, it (or, as the case may be, its nominee) may authorise such persons as it thinks fit to act as its proxy(ies) or representative(s) at any meeting of the Company or at any meeting of any class of member of the Company provided that, if more than one person is so authorised, the proxy form or authorisation shall specify the number and class of shares in respect of which each such person is so authorised. Each person so authorised under the provisions of this article shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the Clearing House (or its nominee(s)) as if such person was the registered holder of the shares of the Company held by the clearing house (or its nominee(s)).

### DIRECTORS

~~84-92.~~ Unless and until otherwise determined by the Company by ordinary resolution the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two (2). ~~No less than one third of the board of directors shall be made up of INEDs, who are qualified to act as such under the Listing Rules.~~

~~85-93.~~ A director shall not require a share qualification. A director who is not a member of the Company shall nevertheless be entitled to attend and speak at all general meetings of the Company.

~~86-94.~~ The Company shall keep in accordance with the Companies Ordinance a register containing the names and addresses of its directors and shall from time to time notify the registrar of Companies any change that takes place in such directors as required by the Companies Ordinance.

### **FEES OF DIRECTORS**

- ~~87-95.~~(1) The directors shall be entitled to receive by way of remuneration for their services such sum as the Company may from time to time by ordinary resolution determine, which (unless otherwise directed by the resolution by which it is voted) is to be divided amongst the directors in such proportions and in such manner as the directors 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. The foregoing provisions shall not apply to a director who holds any salaried employment or office in the Company except in the case of sums paid in respect of directors' fees.
- (2) The directors may also be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the directors or of committees of the directors or general meetings or separate meetings of the holders of any class of shares or otherwise in connection with the discharge of their duties as directors.
- (3) Any director who performs services which the directors, or a committee of the directors, consider going beyond the ordinary duties of a director may be paid such special remuneration (whether by way of bonus, share option, commission, participation in profits or otherwise) as the directors, or a committee of the directors, may determine.

### **ALTERNATE DIRECTOR**

~~88-96.~~ Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director appointed by him. If such person is not another director, such appointment, unless previously approved by the directors, shall have effect only upon and subject to being so approved.

~~89-97.~~ An alternate director shall (unless he is absent from Hong Kong) be entitled to receive notices of meetings of the directors and of committees of the directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not present (in addition to his own vote if he is also a director) and generally to perform all the functions of his appointor as a director in his absence but shall not (unless the Company by ordinary resolution otherwise determines) be entitled to any fees for his services as an alternate director. If his appointor is for the time being absent from Hong Kong or otherwise not available or unable to act, his signature to any resolution in writing of the board of directors or a committee of the board shall,

unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor. An alternate director shall be entitled to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a director.

~~90.~~98. An alternate director shall cease to be an alternate director if his appointor ceases to be a director or when his appointor removes him as an alternate director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

~~91.~~99. An appointment or removal of an alternate director shall be by notice to the Company executed by the director making or revoking the appointment or in any other manner approved by the directors.

~~92.~~100. An alternate director shall be responsible for his own acts and defaults and his appointor shall not be liable (vicariously or otherwise) for the acts and defaults of any alternate director appointed by him. An alternate director shall not save as provided in these articles have power to act as a director nor shall he be deemed to be a director for the purposes of these articles.

### POWERS OF DIRECTORS

~~93.~~101. The business of the Company shall be managed by the directors who, subject to the provisions of the Companies Ordinance, ~~the memorandum~~ and these articles and to any directions given by the Company in general meeting, may exercise all the powers of the Company. No alteration of ~~the memorandum or~~ these articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the directors by these articles and a meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors.

~~94.~~102. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the directors shall from time to time by resolution determine.

### BORROWING POWER

~~95.~~103. The directors may from time to time at their discretion exercise all the powers of the Company to raise or borrow or to secure the payment of any sum or sums of money for the purposes of the Company and to mortgage or charge its undertaking, property and uncalled capital or any part thereof. The directors may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in

all respects as it thinks fit and, in particular by the issue of debentures, debenture stock, bonds or other securities of the Company, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

~~96.~~104. 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. 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.

~~97.~~105. The directors shall cause a proper register to be kept, in accordance with the provisions of the Companies Ordinance, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Companies Ordinance in regard to the registration of mortgages and charges therein specified and otherwise. If the Company issues a series of debentures or debenture stock not transferable by delivery, the board of directors shall cause a proper register to be kept of the holders of such debentures in accordance with the provisions of the Companies Ordinance.

~~98.~~106. 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.

#### DELEGATION OF DIRECTORS' POWERS

~~99.~~107. (1) The directors may delegate any of their powers:

- (a) to any managing director, any director holding any other executive office or any other director;
- (b) to any committee consisting of one or more directors and (if thought fit) one or more other persons, but a majority of the members of the committee shall be directors and no resolution of the committee shall be effective unless a majority of those present when it is passed are directors; and
- (c) to any local board or agency for managing any of the affairs of the Company either in Hong Kong or elsewhere.

(2) Any such delegation (which may include authority to sub-delegate all or any of the powers delegated) may be subject to any conditions the directors impose and either collaterally with or to the exclusion of their own powers and may be revoked or varied. The power to delegate under this article, being without limitation, includes power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any director; and the scope of the power to delegate under subparagraph (a), (b) or (c) of paragraph (1) of this

article shall not be restricted by reference to or inference from any other of those sub-paragraphs. Subject as aforesaid, the proceedings of any committee, local board or agency with two (2) or more members shall be governed by such of these articles as regulate the proceedings of directors so far as they are capable of applying.

~~108.~~ The directors may from time to time and at any time by power of attorney or otherwise, appoint any person, whether nominated directly or indirectly by the directors, to be the agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

~~109.~~ The directors may from time to time appoint a general manager, a manager or managers of the Company and may fix his, its or their remuneration either by way of salary or bonus or share option or commission or by conferring the right to participation in the profits of the Company or by a combination of two (2) or more of these modes and may pay expenses reasonably incurred in respect of any of the staff of the general manager, manager or managers who may be employed by him or them upon the business of the Company. The appointment of such general manager, manager or managers may be for such period as the directors may decide and the directors may confer upon him or them all or any of the powers of the directors as they may think fit. The directors 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 directors may in their absolute discretion think fit, including a power for such general manager, manager or managers to appoint an assistant manager or managers or other employees whatsoever under them for the purpose of carrying on the business of the Company.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

~~110.~~ At each annual general meeting, one-third of the directors or, if their number is not three (3) or a multiple of three (3), the number which is nearest to and is at least one-third, shall retire from office by rotation at least once every three (3) years. A retiring director shall be eligible for re-election. No person is required to vacate office or be ineligible for re-election or reappointment as a director, and no person is ineligible for appointments as a director, by reason only of his having attained any particular age.

~~111.~~ Subject to the following provisions of these articles, the directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

~~104~~112. If the Company, at the meeting at which a director retires by rotation, does not fill the vacancy, the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or a resolution for the reappointment of the director is put to the meeting and lost.

~~105~~113. No person other than a director retiring at the meeting shall be appointed or reappointed a director at any general meeting unless:

- (a) he is recommended by the directors; or
- (b) (i) a notice executed by a member qualified to vote on the appointment or reappointment has been given to the Company of the intention to propose that person for appointment or reappointment, stating the particulars which would, if he were appointed or reappointed, be required to be included in the Company's register of directors, together with notice executed by that person of his willingness to be appointed or reappointed;
- (ii) the minimum length of the period during which the notices referred to in (i) are given is at least 7 days; and
- (iii) the period for lodgement of the notices referred to in (i) will commence no earlier than the day after the despatch of the notice of the meeting appointed for such election and end no later than 7 days prior to the date of such meeting.

~~106~~114. Subject to as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, and may also determine the rotation in which any additional directors are to retire.

~~107~~115. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed as the maximum number of directors. A director so appointed shall retire at the next following general meeting 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 the meeting.

### DISQUALIFICATION AND REMOVAL OF DIRECTORS

~~108~~116. Without prejudice to the provisions of the Companies Ordinance, the Company may, by ordinary resolution, remove a director (including a managing director or executive director) before the expiration of his period of office (but such removal shall be without prejudice to any claim to damages for breach of any contract of service between the director and the Company) and, subject to these articles, may, by ordinary resolution, appoint another person instead of him. A person so appointed shall be

subject to retirement at the same time as if he had become a director on the day on which the director in whose place he is appointed was last appointed or reappointed a director.

~~109-117.~~ The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Companies Ordinance or other applicable laws and regulations or he becomes prohibited by law from being a director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he becomes of unsound mind or a patient for the purpose of any statute relating to mental health and the directors resolve that his office be vacated; or
- (d) he is removed from office pursuant to these articles ~~by a special resolution of the Company;~~ or
- (e) he resigns his office by notice in writing to the Company, or
- (f) in the case of a director who holds any executive office, his appointment as such is terminated or expires and the directors resolve that his office be vacated; or
- (g) he is absent for more than six (6) consecutive months without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated; or
- (h) he is requested in writing by all the other directors to resign; or
- (i) he is convicted of an indictable offence.

118. If the office of a director is vacated for any reason, he shall simultaneously cease to be a member of any committee of the board.

### MANAGING DIRECTOR

~~110-119.~~ The directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and any such appointment may be made for such term, at such remuneration and on such other conditions as the directors think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the act of service between the director and the Company.

~~111-120.~~ The directors may entrust to and confer upon a managing director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

**DIRECTORS' INTERESTS**

~~112.~~121. A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the provisions of the Companies Ordinance. A general notice given to the directors by a director to the effect that he is a member or a director of a specified company or firm, and is to be regarded as interested in any contract or arrangement or dealing which may, after the date of the notice be entered into or made with that company or firm, shall be deemed to be a sufficient declaration of interest in relation to any contract, arrangement or dealing so entered into or made, provided that no such notice shall be effective unless either it is given at a meeting of the directors or the director takes reasonable steps to ensure that it is brought up and read at the next meeting of the directors after it is given.

~~113.~~122. A director may:

- (a) hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of director, for such period and on such terms (as to remuneration or otherwise) as the directors may determine and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other article;
- (b) act by himself or his firm in a professional capacity for the Company (otherwise than as auditor), and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (c) continue to be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as a shareholder or otherwise, and subject to the Companies Ordinance, no such director shall be accountable to the Company for any remuneration or other benefit received by him as a director or officer of, or from his interest in, 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 the 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 manner aforesaid.

~~114.~~123. Subject to the Companies Ordinance and these articles, no director or intended director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor,

purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any director is in any way interested be liable to be avoided, nor shall any director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such director holding that office or of the fiduciary relation thereby established, provided that such director shall disclose the nature and extent of his, his connected entities' or his close associates' interest (as the case may be) in any transaction, contract or arrangement in which he or any of his connected entities or close associates is interested as required by and subject to the provisions of the Companies Ordinance, other applicable laws and regulations and these articles.

124. If a director or any of his connected entities or close associates, who to the director's knowledge (whether he being aware or ought reasonably to be aware) is in anyway, whether directly or indirectly, interested in a transaction, contract or arrangement or a proposed transaction, contract or arrangement with the Company, the director shall declare the nature and extent of such interest at the meeting of the board at which the question of entering into the transaction, contract or arrangement is first taken into consideration, if he knows such interest then exists, or in any other case at the first meeting of the board after he knows that he or any of his connected entities or close associates is or has become so interested. For this purpose, a general notice to the board by a director to the effect that:

- (a) he is a member, director, executive, officer, employee or otherwise of a specified company or firm and is to be regarded as interested in any transaction, contract or arrangement which may after the effective date of the notice be made with that company or firm; or
- (b) he is connected with a person specified in the notice and is to be regarded as interested in any transaction, contract or arrangement which may after the effective date of the notice be made with the specified person,

shall be deemed to be a sufficient declaration of interest in relation to any such transaction, contract or arrangement; provided that such notice must state the nature and extent of the director's interest in the specified body corporate or firm or the nature of the director's connection with the specified person and no such notice shall be effective unless either it is given at a meeting of the board or in writing and sent to the Company (in which case such notice will take effect on the twenty-first (21st) day after the day on which it is sent to the Company) and the director takes reasonable steps to secure that it is brought up and read at the next board meeting after it is given.

~~125.~~ (1) Save as otherwise provided by these articles, a director shall not vote (nor shall be counted in the quorum) at a meeting of the directors on any resolution approving any transaction, contract or arrangement or concerning a matter in which he or to his knowledge any of his connected entity(ies) or close associate(s) has, directly or

indirectly, a material interest (other than an interest in shares, debentures or other securities of, or otherwise in or through, the Company), unless his interest arises only because the case falls within one or more of the following subparagraphs:

- (a) the resolution relates to the giving to him or his connected entity(ies) or his close associate(s) of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him or any of them at the request of or for the benefit of, the Company or any of its subsidiaries;
- (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of a debt or an obligation of the Company or any of its subsidiaries for which the director or his connected entity(ies) or his close associate(s) has himself/themselves assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (c) his interest arises by virtue of ~~his~~ the director or his connected entity(ies) or his close associate(s) being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any shares in or debentures or other securities of or by the Company or any other corporation which the Company may promote or be interested in for subscription, purchase or exchange;
- (d) any transaction or contract or arrangement in which the director or his connected entity(ies) or his close 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 those shares, debentures or other securities of the Company;
- (e) the resolution relates to a proposal or an arrangement for the benefit of the employees of the Company or any of its subsidiaries, including but without being limited to the adoption, modification or operation of any pension fund, or retirement, death or disability benefit scheme, which relates to ~~both director, the director,~~ his connected entities his close associates and employees of the Company or any of its subsidiaries and does not accord to any director or his connected entity(ies) or his close associate(s) as such any privilege or advantage not generally accorded to the employees to whom the arrangement relates;
- (f) the resolution relates to a transaction, contract, arrangement or proposal with any other corporation in which he or his connected entity(ies) or his close associate(s) is/are interested only, whether directly or indirectly, as an officer, executive or a shareholder, or in which the director or his connected entity(ies) or his close associate(s) is/are beneficially interested in shares of that corporation, provided that the director and any of his connected entities or his close associates are not in aggregate the holders of or beneficiary interested in five (5) per cent., ~~Or~~ or more of the issued shares of any class of that corporation (or of any other corporation through which his interest or that of his connected entities or his close associates is derived) or of the voting rights attached to such issued shares or securities);

- (g) the resolution relates to an arrangement concerning the adoption, modification or operation of any employee's share scheme, share incentive scheme or share option scheme involving the issue or grant of options over shares or other securities by the Company to, or for the benefit of, the employees of the Company or its subsidiaries under which the director or his connected entity(ies) or his close associate(s) may benefit.

The references to "close associate" in this paragraph shall be changed to "associate" where the transaction or arrangement is a connected transaction under Chapter 14A of the Listing Rules.

For the purposes of paragraph (1) of this article and in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

~~116-126.~~ A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

~~117-127.~~ The Company may suspend or relax to any extent, in respect of any particular matter, any provision of these articles prohibiting a director from voting at a meeting of the directors or of a committee of the directors.

~~118-128.~~ If a question arises at a meeting of the directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting (or, if the director concerned is the chairman, to the other directors at the meeting), and his ruling in relation to any director other than himself (or, as the case may be, the ruling of the majority of the other directors in relation to the chairman) shall be final and conclusive. 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 directors (for which purpose such chairman shall not be counted in the quorum and 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.

#### **DIRECTORS' GRATUITIES AND PENSIONS**

~~119-129.~~ The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

## PROCEEDINGS OF DIRECTORS

~~120-130.~~ The directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, but in any event, no less than four (4) times a year in approximately quarterly intervals. Subject to articles ~~125-115~~, questions arising at a meeting 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. A director may, and the secretary on the requisition of a director shall, call a meeting of the directors. Subject to article ~~131-121~~, it shall not be necessary to give notice of a meeting to a director who is absent from Hong Kong. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote; and an alternate director who is appointed by two (2) or more directors shall be entitled to a separate vote on behalf of each of his appointors in the appointor's absence.

~~121-131.~~ Notice of a meeting shall be deemed to be duly given to a director if it is given to him personally in writing or orally or sent to him at his last known address in Hong Kong or any other address in Hong Kong notified by him to the Company or (if the recipient consents to it being given to him in electronic form) by electronic communication and in respect of the meetings to be held at least four (4) times a year at approximately quarterly intervals, notice of at least 14 days should be given for such meetings. If a director notifies the Company in writing of an address in Hong Kong at which notice of meetings of the directors is to be given to him when he is absent from Hong Kong, he shall, if so absent, be entitled to have notice given to him at that address; but the Company shall not be obliged by virtue of this paragraph to give any director a longer period of notice than he would have been entitled to had he been present in Hong Kong at that address. A director may waive notice of any meeting and any such waiver may be prospective or retrospective.

~~122-132.~~ A meeting of the board of directors or any committee of the board of directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able:

- (a) to hear each of the other participating directors addressing the meeting; and
- (b) if he so wishes, to address each of the other participating directors simultaneously,

whether directly, by conference telephone, electronic communication or other form of communications equipment (whether in use when this article is adopted or developed subsequently) or by a combination of such methods. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum.

~~123-133.~~ No business shall be transacted at any meeting of the directors unless a quorum is present. Subject to article ~~125-115~~, the quorum may be fixed by the directors and unless so fixed at any other number shall be two (2). An alternate director shall be counted in

a quorum but, notwithstanding that an alternate director is also a director or is an alternate for more than one director, he shall for quorum purposes count as only one director.

~~124~~<sup>134</sup>. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting, but for no other purpose.

~~125~~<sup>135</sup>. The directors may elect from their number, other than a director who is the chief executive officer or the managing director of the Company, and remove, a chairman and a vice-chairman of the board of directors. The chairman, or in his absence the vice-chairman, shall preside at all meetings of the directors, but if there is no chairman or vice-chairman, or if at the meeting neither the chairman nor the vice-chairman is present within five (5) minutes after the time appointed for the meeting, or if neither of them is willing to act as chairman, the directors present may choose one of their number to be chairman of the meeting.

~~126~~<sup>136</sup>. All acts done by a meeting of the directors, or of a committee of the directors, or by a person acting as a director, shall notwithstanding that it may afterwards be discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

~~127~~<sup>137</sup>. A resolution in writing signed (the signature to which may be written, printed or made electronically) by all the directors (or their respective alternate directors as the case may be) for the time being entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) of that committee, duly convened and held, and may consist of several documents in the like form each executed by one or more directors, but a resolution executed by an alternate director need not also be executed by his appointor and, if it is executed by a director who has appointed an alternate director, it need not also be executed by the alternate director in that capacity. A resolution which is signed and sent by a director or his alternate director or a member of such committee by cable, facsimile message, telex message or other electronic ~~means~~ communication shall be treated as being signed by him for the purpose of this article.

## MINUTES

~~128~~<sup>138</sup>. The directors shall cause minutes to be made in books kept for the purpose:

- (a) of all appointments of officers made by the directors; and

- (b) of all resolutions and proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of the directors including, but without limitation, audit committee, including the names of the directors present at each such meeting.

Any such minutes shall be conclusive evidence of any such proceedings if they purport to be signed by the chairman of such meeting at which the proceedings were held or by the chairman of the next succeeding meeting.

## SECRETARY

~~129-139.~~ Subject to the provisions of the Companies Ordinance, the secretary shall be appointed by the directors for such term, at such remuneration and on such other conditions as they think fit; and any secretary so appointed may be removed by them. Anything by the Companies Ordinance 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, 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 of the directors.

~~130-140.~~ A provision of the Companies Ordinance or 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.

## THE SEAL

~~141-141.~~ The directors shall procure a common seal to be made for the Company and shall provide for the safe custody of the seal, which shall be used only by the authority of a resolution of the directors or of a committee of the directors. The directors may determine whether any instrument to which the seal is affixed, shall be signed and, if it is to be signed, who shall sign it. Unless otherwise determined by the directors, every other instrument to which the seal is affixed shall be signed by one director and by the secretary or another director.

~~142-142.~~ The Company may have an securities official seal for use for sealing certificates for shares or other securities issued by the Company as permitted by the provisions of the Companies Ordinance (and no signature of any director, officer or other person and no mechanical reproduction thereof shall be required on any such certificates or other document to which such securities official seal is affixed or imprinted and such certificates or other document shall be valid and deemed to have been sealed and executed with the authority of the directors notwithstanding the absence of any such signature or mechanical reproduction as aforesaid) and an securities official seal for use abroad under the provisions of the Companies Ordinance where and as the directors shall determine.

~~143~~143. The Company may, by writing under its seal, empower any person, either generally or in respect any specified matter, as its attorney to execute deeds and instruments on its behalf and to enter into contracts and sign the same on its behalf abroad 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.

~~144~~144. The Company may exercise all the powers of having ~~securities~~official seals conferred by the Companies Ordinance and such powers shall be vested in the directors.

## DIVIDENDS

~~145~~145. Subject to the Companies Ordinance, the Company in general meeting may from time to time declare dividends in any currency to be paid to the members but no dividend shall be declared in excess of the amount recommended by the board. The Company in general meeting may also make a distribution to the members out of any contributed surplus (as ascertained in accordance with the Companies Ordinance).

~~146~~146. No dividend shall be paid or distribution made out of contributed surplus if to do so would render the Company unable to pay its liabilities as they become due or the realisable value of its assets would thereby become less than the aggregate of its liabilities and its issued share capital ~~and share premium accounts~~.

~~147~~147. Except in so far as the rights attached to, or the terms of issue of, any share otherwise provide:

- (a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this article as paid up on the share; and
- (b) all dividends shall 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.

~~148~~148. 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 preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights and may also pay any fixed dividend which is payable on any shares of the Company half-yearly or on any other dates, whenever such profits, in the opinion of the board, justifies such payment.

~~139-149.~~ The board may deduct from any dividend or other moneys payable to a member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.

~~140-150.~~ No dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.

~~141-151.~~ Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the register in respect of the shares at his address as appearing in the register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, 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 payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Any one of two (2) or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders.

~~142-152.~~ All dividends or bonuses unclaimed for one (1) year after having been declared may be invested or otherwise made use of by the board for the benefit of the Company until claimed. Any dividend or bonuses unclaimed after a period of six (6) years from the date of declaration shall be forfeited and shall revert to the Company. The payment by the board of any unclaimed dividend or other sums payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

~~143-153.~~ Whenever the board or the Company in general meeting has resolved that a dividend be paid or declared, the board may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the board may settle the same as it thinks expedient, and in particular may issue certificates in respect of fractions of shares, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the 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 and binding on the members. The board may resolve that no such assets shall be made available to members with registered addresses in any particular territory or territories where, in the absence of a registration statement or other special formalities, such distribution of assets would

or might, in the opinion of the board, be unlawful or impracticable and in such event the only entitlement of the members aforesaid shall be to receive cash payments as aforesaid. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of members for any purpose whatsoever.

- 44.154. (1) Whenever the board or the Company in general meeting has resolved that a dividend be paid or declared on any class of the share capital of the Company, the board may further resolve either:
- (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 entitled thereto will be entitled to elect to receive such dividend (or part thereof if the board so determines) in cash in lieu of such allotment. In such case, the following provisions shall apply:
    - (i) 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 (2) weeks' notice to the holders of the relevant shares 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; and
    - (iv) 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~~ **“the nNon-elected sShares”**) and in satisfaction thereof shares of the relevant class shall be allotted credited as fully paid up 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 (including profits carried and standing to the credit of any reserves or other special account ~~other than the Subscription Rights Reserve~~) as the board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or

- (b) that the shareholders 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) 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 (2) weeks' notice to the holders of the relevant shares 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; and
  - (iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised (~~the~~ **“the eElected sShares”**) and in lieu thereof shares of the relevant class shall be allotted credited as fully paid up 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 (including profits carried and standing to the credit of any reserves or other special account ~~other than the Subscription Rights Reserve~~) as the board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the elected shares on such basis.
- (2) (a) The shares allotted pursuant to the provisions of paragraph (1) of this article shall rank *pari passu* in all respects with shares of the same class (if any) then in issue save only as regards participation in the relevant dividend (or the right to receive or to elect to receive an allotment of shares in lieu thereof as aforesaid) or 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 their proposal to apply the provisions of subparagraph (a) or (b) of paragraph (2) of this article in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the board shall specify that the shares to be allotted pursuant to the provisions of paragraph (1) of this article shall rank for participation in such distribution, bonus or rights.

- (b) The board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (1) of this article, 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.
- (3) 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 (1) of this article a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.
- (4) The board may on any occasion determine that rights of election and the allotment of shares under paragraph (1) of this article shall not be made available or made to any shareholders with registered addresses in any territory where, in the absence of a registration statement or other special formalities, the circulation of an offer of such rights of election or the allotment of shares would or might, in the opinion of the board, be unlawful or impracticable, and in such event the provisions aforesaid shall be read and construed subject to such determination. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of members for any purpose whatsoever.
- (5) Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the board, may specify that the same shall be payable or distributable 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 shall be payable or distributable 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. The provisions of this article shall *mutatis mutandis* apply to bonuses, capitalisation issues, distributions of realised capital profits or offers or grants made by the Company to the members.

## CAPITALISATION OF PROFITS

~~445.155.~~ The directors may with the authority of an ordinary resolution of the Company:

- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or fund of the Company (~~if any including any share premium account or capital redemption reserve~~);
- (b) appropriate the sum resolved to be capitalised to the members in proportion to the ~~nominal amounts~~ number of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of an ~~nominal~~ amount equal to that sum, and allot the shares or debentures credited as fully paid to those members or as they may direct, in those proportions, or partly in one way and partly in the other, but ~~the share premium account, the capital redemption reserve, and~~ any profits which are not available for distribution may, for the purposes of this article, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- (c) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall so long as such shares remain partly paid rank for dividend only to the extent that the latter shares rank for dividend;
- (d) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable in fractions (including provision whereby the benefit of fractional entitlements accrue to the Company rather than to the members concerned);
- (e) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any further shares to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members; and
- (f) generally do all acts and things required to give effect to such resolution as aforesaid.

**RECORD DATES**

~~146-156.~~ Notwithstanding any other provision of these articles, but without prejudice to the rights attached to any shares, subject to the Listing Rules, the Company or the directors may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made. Where such a record date is fixed, references in these articles to a holder of shares or member to whom a dividend is to be paid or a distribution, allotment or issue is to be made shall be construed accordingly. A transfer of shares shall not pass the right to any dividend declared in respect of a record date before the registration of the transfer. The provisions of this article shall *mutatis mutandis* apply to bonuses, capitalisation issues, distribution of realised capital profits or offers or grants made by the Company to the members.

**ACCOUNTS**

~~147-157.~~ The directors shall cause proper books and accounts to be kept in respect of all the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, and of the property, assets, credits and liabilities of the Company and of all other matters required by the Companies Ordinance or necessary to give a true and fair view of the state of Company's affairs and to show and explain its transactions.

~~148-158.~~ The books of account shall be kept at the Office or at such other place or places as the directors think fit and shall always be open to the inspection of the directors.

~~149-159.~~ The directors shall, from time to time, determine whether in any particular case, or class of cases, or generally, and at what times, and places, and under what conditions or regulations, the books of account, or any of them, shall be open to inspection of the members of the Company. No member (other than a director) shall have any right of inspecting any accounting record or other document of the Company, unless he is authorised to do so by statute, by order of the court, by the directors or by ordinary resolution of the Company.

~~150-160.~~ The directors shall ~~from time to time~~, in accordance with the provisions of the Companies Ordinance, cause to be prepared and to be laid before the Company in annual general meeting such profit and loss accounts, balance sheets reporting documents, group accounts (if any) and reports as are required by the Companies Ordinance.

~~151-161.~~ Subject to paragraph (a) of article ~~166-158~~, the Company may, after it has made adequate arrangements to ascertain the preference of its members, holders of its debentures and all other persons entitled to receive notices of general meetings of the Company and in accordance with applicable laws and regulations, deliver or send to each of the aforesaid persons a copy of either (i) the reporting relevant financial documents or (ii) the summary financial report at least 21 days before the date of the

general meeting, provided that this article shall not require a copy of those documents to be sent to any member or holder of debentures of the Company or other person entitled to receive notices of general meetings of the Company of whose address the Company is not aware nor to more than one of the joint holders of any shares or debentures nor in other circumstances permitted by applicable laws and regulations.

## AUDITORS

~~152.162.~~ The Auditors and audit committee shall be appointed and their duties regulated in accordance with the Companies Ordinance.

~~153. A former partner of the Company's existing Auditors shall be prohibited from acting as a member of the Company's audit committee for a period of one (1) year commencing on the date of his ceasing:~~

- ~~(a) to be a partner of the firm of the Auditors; or~~
  - ~~(b) to have any financial interest in the firm of the Auditors;~~
- ~~whichever is the later.~~

~~154.163.~~ Subject as otherwise provided by the Companies Ordinance, the remuneration of the Auditors shall be fixed by the Company in general meeting, provided always that in respect of any particular year the Company in general meeting may delegate the fixing of such remuneration to the directors.

~~155.164.~~ Every statement of accounts audited by the Auditors and presented by the directors at a general meeting shall after approval at such meeting be conclusive except as regards any error discovered therein within three (3) months of the approval thereof. Whenever any such error is discovered within that period, it shall forthwith be corrected, and the statement of accounts amended in respect of the error shall be conclusive.

## ~~SUBSCRIPTION RIGHTS RESERVE~~

~~156. (1) If, for so long as any of the rights attached to any warrants issued by the Company to subscribe for shares of the Company shall remain exercisable, the Company does any act or engages in any transaction which, as a result of any adjustments to the subscription price in accordance with the provisions of the conditions of the warrants, would reduce the subscription price to below the par value of a share then the following provisions shall apply:~~

- ~~(a) as from the date of such act or transaction the Company shall establish and thereafter (subject as provided in this article) maintain in accordance with the provisions of this article a reserve (the "Subscription Rights Reserve") the amount of which shall at no time be less than the sum which for the time being would be required to be capitalised and applied in paying up in full the nominal amount of the additional shares required to be issued and allotted~~

~~credited as fully paid pursuant to sub paragraph (c) of this paragraph (1) on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Rights Reserve in paying up such additional shares in full as and when the same are allotted;~~

- ~~(b) the Subscription Rights Reserve will not be used for any purpose other than that specified above until all other reserves of the Company (other than share premium account and capital redemption reserve fund) have been used and will then only be used to make good losses of the Company if and so far as is required by law;~~
- ~~(c) upon the exercise of all or any of the subscription rights represented by any warrant, the relevant subscription rights shall be exercisable in respect of a nominal amount of shares equal to the amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or as the case may be, the relevant portion thereof in the event of a partial exercise of the subscription rights) and, in addition, there shall be allotted in respect of such subscription rights to the exercising warrant holder, credited as fully paid, such additional nominal amount of shares as is equal to the difference between:
  - ~~(i) the said amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be, the relevant portion thereof in the event of a partial exercise of the subscription rights); and~~
  - ~~(ii) the nominal amount of shares in respect of which such subscription rights would have been exercisable having regard to the provisions of the conditions of the warrants, had it been possible for such subscription rights to represent the right to subscribe for shares at less than par,~~~~

~~and immediately upon such exercise so much of the sum standing to the credit of the Subscription Rights Reserve as is required to pay up in full such additional nominal amount of shares shall be capitalised and applied in paying up in full such additional nominal amount of shares which shall forthwith be allotted credited as fully paid to the exercising warrant holders;~~

- ~~(d) if upon the exercise of the subscription rights represented by any warrant the amount standing to the credit of the Subscription Rights Reserve is not sufficient to pay up in full such additional nominal amount of shares equal to such difference as aforesaid to which the exercising warrant holders is entitled, the directors shall apply any profits or reserves then or thereafter becoming available (including to the extent permitted by law, share premium account and capital redemption reserve fund) for such purpose until such additional nominal amount of shares is paid up and allotted as aforesaid and until such time no dividend or other distribution shall be paid or made on the shares. Pending such payment up and allotment the exercising warrant~~

~~holders shall be issued by the Company with a certificate evidencing his right to the allotment of such additional nominal amount of shares. The rights represented by any such certificate shall be in registered form and shall be transferable in whole or in part in units of one share in the like manner as the shares for the time being transferable, and the Company shall make such arrangements in relation to the maintenance of a register therefor and other matters in relation thereto as the directors may think fit and adequate particulars thereof shall be made known to each relevant exercising warrant holder upon the issue of such certificate.~~

- ~~(2) Shares allotted pursuant to the provisions of this article shall rank *pari passu* in all respects with the other shares allotted on the relevant exercise of the subscription rights represented by the warrant concerned.~~
- ~~(3) Notwithstanding anything contained in paragraph (1) of this article no fraction of a share shall be allotted on exercise of the subscription rights and so that whether any (and if so what) fraction of a share arises shall be determined according to the conditions of the warrants.~~
- ~~(4) The provisions of this article as to the establishment and maintenance of the Subscription Rights Reserve shall not be altered or added to in any way which would vary or abrogate, or which would have the effect of varying or abrogating, the provisions for the benefit of any warrant holder or class of warrant holders under this article without the sanction of a special resolution of such warrant holders or class of warrant holders.~~
- ~~(5) A certificate or report by the Auditors of the Company as to whether or not the Subscription Rights Reserve is required to be established and maintained and if so the amount thereof so required to be established and maintained, as to the purposes for which the Subscription Rights Reserve has been used, as to the extent to which it has been used to make good losses of the Company, as to the additional nominal amount of shares required to be allotted to an exercising warrant holder credited as fully paid and as to any other matter concerning the Subscription Rights Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrant holders.~~
- ~~(6) The provisions of this article as to the establishment, maintenance and application of the Subscription Rights Reserve are subject to the provisions of the Companies Ordinance and nothing in this article shall entitle the Company to undertake any transaction prohibited by the Companies Ordinance.~~

**CORPORATE COMMUNICATIONS**

~~157.~~165. The Company may, to the extent permitted by and in accordance with applicable laws and regulations, make copies of its listing documents (together with the relative application forms) available to the public:

- (a) in electronic format on CD ROM (together with any related application forms in electronic format on the same CD ROM); and/or
- (b) in electronic format through publication of the listing document (together with any related application forms) on the Company's own website on a continuous basis for at least five (5) years from the date of first publication.

~~158.~~166. (a) The Company may, after it has made adequate arrangements to ascertain the preference of the holders of its securities and other persons entitled to receive notices of general meetings of the Company and to the extent permitted by and in accordance with applicable laws and regulations, send or otherwise make available using electronic means or by posting on the Company's own website any corporate communication which it is required by the Listing Rules or the Companies Ordinance to send, mail, despatch, issue, publish or otherwise make available to the relevant holders of its securities or other persons entitled to receive notices of general meetings of the Company and any such corporate communication sent or otherwise made available using electronic means or by posting on the Company's own website shall be deemed to satisfy the requirements in the Listing Rules or the Companies Ordinance that such corporate communication be sent, mailed, despatched, issued, published or otherwise made available by the Company to the relevant holders of its securities or other persons entitled to receive notices of general meetings of the Company.

(b) Any requirement in the Listing Rules and/or these articles that a corporate communication, notice or other document must be in writing or in printed form may be satisfied by such corporate communication, notice or other document being in electronic format in compliance with this article.

(c) Any corporate communication which is made available by the Company, in compliance with this article, to the relevant holders of its securities or other persons entitled to receive notices of general meetings of the Company by posting on the Company's own website shall be deemed to have been given to such holders or persons at the time when such corporate communication is first posted on the Company's own website. Any corporate communication which is made available by the Company, in compliance with this article, by using electronic means shall be deemed to have been served or delivered on the day following that on which it was sent by or on behalf of the Company.

~~159~~167. Where the Company is required by the Listing Rules to send, mail, despatch, issue, publish or otherwise make available any corporate communication in both English and Chinese, the Company may, where it has made adequate arrangements to ascertain whether or not a holder of its securities wishes to receive the English language version only or the Chinese language version only, and to the extent permitted by and in accordance with applicable laws and regulations, send the English language version only or the Chinese language version only (in accordance with the holder's stated wish) to the holder concerned.

#### NOTICES ETC.

~~160~~168. Any notice to be given to or by any person pursuant to these articles shall be in writing, except that a notice calling a meeting of the directors need not be in writing.

~~161~~169. Subject to articles ~~161~~54 and ~~167~~58, the Company may give any notice to a member either by:

- (a) in hard copy form either (i) personally or (ii) by hand to, or (iii) by sending it through the post (if sent to an address outside Hong Kong, by airmail or any equivalent service that is no slower) in a prepaid envelope or wrapper addressed to, the member's address as shown in the register;
- (b) an advertisement published in the newspaper and for such period as the board shall think fit to the extent permitted by and in accordance with the statutes and other applicable laws and regulations;
- (c) in electronic form to the entitled person at such electronic address as he may have provided;
- (d) publishing it on the Company's website and giving the member a notice stating that the notice or other documents is available (a "notice of publication") to the extent permitted by, and in accordance with the Companies Ordinance and other applicable laws and regulations. The notice of publication may be given to such member by any of the means set out in (a) to (c) above; or
- (e) subject to applicable laws and regulations and the Listing Rules, any other means authorised in writing by the member or the entitled person concerned.

~~personally or by sending it by post in a prepaid envelope or wrapper addressed to the member at his registered address or by leaving it at that address or by publishing such notice in one English language and one Chinese language newspaper.~~

170. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member shall be entitled to have notices served on him at any address within Hong Kong or elsewhere. Any member 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 shall be deemed to have received any notice which shall have been displayed at the Office and shall have remained there for the period of twenty-four (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.

~~162.~~171. A notice sent by post shall be deemed to have been given on the day following that on which the envelope or wrapper containing the notice was posted. Proof that the envelope or wrapper was properly addressed, prepaid and posted (by airmail if appropriate) shall be conclusive evidence that notice was given. A notice given by advertisement shall be deemed to have been served on the day on which the advertisement appears. A notice sent by electronic communication or published on the Company's website shall be deemed to have been given or delivered on the day following that on which it was sent by or on behalf of the Company or published on the Company's website.

~~163.~~172. Any person who, by operation of law, transfer or other means whatsoever, becomes entitled to any share shall be bound by every notice in respect of such share which, previously to his name and address being entered in the register of members, has been duly given to the person from whom he derives his title to such share.

~~164.~~173. A notice may be given by the Company to the person entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it in any manner authorised by these articles for the giving of notice to a member addressed to that person 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 that purpose by the person claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

~~165.~~174. The signature to any notice to be given by the Company may be written, ~~or~~ printed or made electronically.

### DESTRUCTION OF DOCUMENTS

~~166.~~175. (1) The Company may destroy:

- (a) any instrument of transfer, after six (6) years from the date on which it is registered;

- (b) any dividend mandate or notification of change of name or address, after two (2) years from the date on which it is recorded;
  - (c) any share certificate, after one year from the date on which it is cancelled; and
  - (d) any other document on the basis of which an entry in the register of members is made, after six (6) years from the date on which it is made.
- (2) Any document referred to in paragraph (1) of this article may be destroyed earlier than the relevant date authorised by that paragraph, provided that a permanent record of the document is made which is not destroyed before that date.
- (3) It shall be conclusively presumed in favour of the Company that every entry in the register of members purporting to have been made on the basis of a document destroyed in accordance with this article was duly and properly made, that every instrument of transfer so destroyed was duly registered, that every share certificate so destroyed was duly cancelled, and that every other document so destroyed was valid and effective in accordance with the particulars in the records of the Company, provided that:
- (a) this article shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant;
  - (b) nothing in this article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document otherwise than in accordance with this article which would not attach to the Company in the absence of this article; and
  - (c) references in this article to the destruction of any document include references to the disposal of it in any manner.

**INFORMATION**

~~167-176.~~ No member (not being a director) shall have any right to require information in respect of the Company's trading and other activities or any matter which is or may be in the nature of confidential information or a trade secret or secret process relating to the conduct of the business of the Company, except as conferred by law or authorised by the directors or by the Company in general meeting.

**WINDING UP**

~~168-177.~~ If the Company is wound up, the liquidator may, with the sanction of a special resolution and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members

or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he may with the like sanction determine, but no member shall be compelled to accept any assets upon which there is a liability.

~~169~~<sup>178</sup>. If the Company shall be wound up, the surplus assets remaining after payment to all creditors shall be divided among the members in proportion to the capital paid up on the shares held by them respectively, and if such surplus assets shall be insufficient to repay the whole of the paid up capital, they 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 on the shares held by them respectively. This article is, however, subject to the rights of the holders of any shares which may be issued on special terms or conditions.

~~170~~<sup>179</sup>. In the event of a winding-up of the Company in Hong Kong, every member 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 within the like period after 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 upon whom all summonses, notices, processes, 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 shall be deemed to be a 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 advertising in such English language daily newspaper circulating in Hong Kong as he shall deem appropriate or by a registered letter sent through the post and addressed to such member at his address as appearing in the register, and such notice shall be deemed to be served on the day on which the advertisement appears or the letter is posted.

### INDEMNITY

~~171~~<sup>180</sup>. Subject to the provisions of the Companies Ordinance, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or ~~a~~ Auditor of the Company (except for any liability in relation to the Auditor as mentioned in section 415 of the Companies Ordinance and any liability in relation to a Director as mentioned in section 469(2) of the Companies Ordinance) may be indemnified out of the assets of the Company against any liability, loss or expenditure incurred by him ~~in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by him as an officer or auditor of the Company and in which judgment is given in his favour or in which he is acquitted, or incurred in connection with any application in which relief is granted to him by the court from liability in respect of any such act or omission~~ which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto.

~~172-181.~~ Subject to the provisions of the Companies Ordinance, the directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is a director, alternate director, manager, secretary or officer of the Company or the auditors or director of an associated company for the purpose of indemnifying such persons and keeping them indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company and any liability which may be incurred by him in defending any proceedings, whether civil or criminal, taken against him for any negligence, default, breach of duty or breach of trust (including fraud) of which he may be guilty in relation to the Company or an associated ~~related~~ company.

182. For the purpose of this article, "an associated company" means any company that is the Company's subsidiary or holding company or a subsidiary of that holding company.

### UNTRACED MEMBERS

~~173-183.~~ Without prejudice to the rights of the Company, the Company may cease sending such cheques for dividend entitlement or dividend warrants by post if such cheques or warrants have been left uncashed on two (2) consecutive occasions or after the first occasion on which a cheque or warrant is returned undelivered.

~~174-184.~~ (1) The Company shall be entitled to sell in such manner as the directors think fit any share held by a member, or any share to which a person is entitled by transmission, if:

- (a) all cheques or warrants, being not less than three (3) in total number, in respect of the shares in question sent during the relevant period in the manner authorised by the articles of the Company have remained uncashed or unclaimed;
- (b) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the shareholder who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law;
- (c) the Company has caused an advertisement in English in one English language newspaper and in Chinese in one Chinese language daily newspaper ~~(provided that the aforesaid daily newspapers shall be included in the list of newspapers issued and published in the Hong Kong Government Gazette for the purpose of section 71A of the Companies Ordinance)~~ and by notice to the Stock Exchange (if shares of the class concerned are listed on that exchange) gives notice of its intention to sell such shares;
- (d) the Company has not during the further period of three (3) months after the date of the advertisement and prior to the sale of the shares received any communication from the member or person concerned.

For the purpose of the foregoing, “relevant period” means the period commencing twelve (12) years before the date of publication of the advertisement referred to in paragraph (c) of this article and ending at the expiry of the period referred to in that paragraph.

The manner, timing and terms of any sale of shares pursuant to this article (including, but not limited to, the price or prices at which the same is made) shall be such as the directors determine, based upon advice from such bankers, brokers or other persons consulted by them for the purpose as the directors consider appropriate, to be reasonably practicable having regard to all the circumstances, including the number of shares to be disposed of and the requirement that the disposal be made without delay, and the directors shall not be liable to any person for any of the consequences of reliance on such advice.

- (2) To give effect to the sale of any share pursuant to this article the Company may appoint any person to execute an instrument of transfer of the share, and the instrument shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, the share. The purchaser shall not be bound to see to the application of the proceeds of sale, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings relating to the sale. The Company shall be indebted to the member or other person entitled to the share for an amount equal to the net proceeds of the sale, but no trust or duty to account shall arise and no interest shall be payable in respect of the proceeds of sale. Any sale under this article shall include any additional shares which during the relevant period or during any period ending on the date when all the requirements of sub-paragraphs (a) to (d) of this article have been satisfied have been issued in respect of those held at the beginning of such relevant period and shall be valid and effective notwithstanding that the member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

#### **AUTHENTICATION OF DOCUMENTS**

~~175.~~<sup>185.</sup> Any director or the secretary or other authorised officer of the Company shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the directors or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts and, where any books, records, documents or accounts are elsewhere than at the Office, the local manager or such other officer of the Company having the custody thereof shall be deemed to be the authorised officer of the Company as aforesaid. A document purporting to be a copy of a resolution or an extract from the minutes of a meeting of the Company or of the directors or any local board or committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed, or as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

**NON-DISCLOSURE OF INTERESTS**

~~176.~~186. No powers shall be taken to freeze or otherwise impair any of the rights attaching to any share by reason only that the person or persons who are interested directly or indirectly therein have failed to disclose their interests to the Company.

The following table sets out the details of the founder member of the Company and the initial number of shares taken by it on 30th day of September, 2004.

<u>Name, address and description of <del>subscriber</del> founder member</u>	<u>Number of Shares taken by the founder member</u>
DESCONA LIMITED 6th Floor, Alexandra House 16-20 Chater Road Central Hong Kong Corporation	<u>One</u>
(Sd.) David Lawrence, Director For and on behalf of DESCONA LIMITED	
<u>Total number of shares taken</u>	<u>One</u>

~~Dated this 30th day of September 2004.~~

~~WITNESS to the above signature:~~

~~(Sd.) Choy Hei Tung  
Solicitor, Hong Kong SAR  
2908 Alexandra House  
15-20 Chater Road  
Central  
Hong Kong~~



**Goldpac Group Limited**  
**金邦達寶嘉控股有限公司**  
*(Incorporated in Hong Kong with limited liability)*  
**(Stock Code: 3315)**

**NOTICE IS HEREBY GIVEN** that the annual general meeting of Goldpac Group Limited (the “**Company**”) will be held at Room 1301, 13th Floor, Bank of East Asia Harbour View Centre, No. 56 Gloucester Road, Wanchai, Hong Kong on Thursday, 13 May 2021 at 11:00 a.m. (the “**Annual General Meeting**”) for the following purposes:

1. To receive, consider and adopt the audited consolidated financial statements of the Company and its subsidiaries and the reports of the directors of the Company (the “**Directors**”) and the auditor of the Company for the year ended 31 December 2020.
2.
  - (i) To declare a final dividend of HK10.0 cents (equivalent to approximately RMB8.4 cents) per ordinary share for the year ended 31 December 2020.
  - (ii) To declare a special dividend of HK4.0 cents (equivalent to approximately RMB3.4 cents) per ordinary share for the year ended 31 December 2020.
3.
  - (i) To re-elect Mr. HOU Ping as an executive Director.
  - (ii) To re-elect Mr. LING Wai Lim as an executive Director.
  - (iii) To re-elect Mr. MAK Wing Sum Alvin as an independent non-executive Director.
4. To authorize the board of Directors to fix the remuneration of the Directors.
5. To re-appoint PricewaterhouseCoopers as auditor of the Company and to authorize the board of Directors to fix their remuneration.

To consider and, if thought fit, pass with or without amendments, the following resolutions as ordinary resolutions:

6. “**THAT:**
  - (a) subject to paragraph (c) below, a general mandate be and is hereby generally and unconditionally given to the board of Directors during the Relevant Period (as defined below) to allot, issue and deal with additional shares of the Company and to make or grant offers, agreements, options (including securities convertible into shares of the Company) which might require the exercise of such powers;

## NOTICE OF ANNUAL GENERAL MEETING

- (b) the mandate in paragraph (a) above shall authorize the board of Directors of the Company to make or grant offers, agreements and options during the Relevant Period which would or might require the exercise of such powers after the end of the Relevant Period;
- (c) the aggregate number of shares allotted or agreed conditionally or unconditionally to be allotted by the board of Directors pursuant to the mandate in paragraph (a) above, otherwise than pursuant to:
  - (i) a Rights Issue (as defined below);
  - (ii) the exercise of options under a share option scheme of the Company; and
  - (iii) any scrip dividend scheme or similar arrangement providing for the allotment of shares in lieu of the whole or part of a dividend on shares of the Company in accordance with the articles of association (the “**Articles of Association**”) of the Company,

shall not exceed 20% of the number of shares of the Company in issue on the date of passing of this resolution, and if any subsequent consolidation or subdivision of shares is conducted, the maximum number of shares that may be issued under the mandate in paragraph (a) above as a percentage of the number of issued shares at the date immediately before and after such consolidation or subdivision shall be the same; and

- (d) for the purposes of this resolution:

“**Relevant Period**” means the period from 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 any applicable laws to be held; and
- (iii) the date on which the authority set out in this resolution is revoked or varied by way of ordinary resolution of the Company in general meeting.

## NOTICE OF ANNUAL GENERAL MEETING

“**Rights Issue**” means an offer of shares or an issue of options or other securities giving right to subscribe for shares, open for a period fixed by the board of Directors to holders of shares of the Company or any class thereof on the register on a fixed record date in proportion to their then holdings of such shares or class thereof (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 recognized regulatory body or any stock exchange).”

7. “**THAT:**

- (a) subject to paragraph (b) below, a general mandate be and is hereby generally and unconditionally given to the board of Directors of the Company to exercise during the Relevant Period (as defined below) all the powers of the Company to buy back its shares in accordance with all applicable laws, rules and regulations;
- (b) the total number of shares of the Company to be bought back pursuant to the mandate in paragraph (a) above shall not exceed 10% of the number of shares of the Company in issue as at the date of passing of this resolution, and if any subsequent consolidation or subdivision of shares is conducted, the maximum number of shares that may be bought back under the mandate in paragraph (a) above as a percentage of the number of issued shares at the date immediately before and after such consolidation or subdivision shall be the same; and
- (c) for the purposes of this resolution:

“**Relevant Period**” means the period from 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 any applicable laws to be held; and
- (iii) the date on which the authority set out in this resolution is revoked or varied by way of ordinary resolution of the Company in a general meeting.”

## NOTICE OF ANNUAL GENERAL MEETING

8. “**THAT** conditional upon the passing of the resolutions set out in items 6 and 7 of the notice convening this meeting (the “**Notice**”), the general mandate referred to in the resolution set out in item 6 of the Notice be and is hereby extended by the addition to the aggregate number of shares which may be allotted and issued or agreed conditionally or unconditionally to be allotted and issued by the board of Directors pursuant to such general mandate of the number of shares representing the aggregate number of shares bought back by the Company pursuant to the mandate referred to in resolution set out in item 7 of the Notice, provided that such amount shall not exceed 10% of the total number of shares of the Company in issue as at the date of passing of this resolution.”

To consider and, if thought fit, pass with or without amendments, the following resolution as a Special Resolution:

9. “**THAT** the new articles of association of the Company (the “**New Articles of Association**”), a copy of which has been produced to this meeting marked “A” and for identification purpose signed by the Chairman of the meeting, be and is hereby approved and adopted in substitution for and to the exclusion of the existing Articles of Association of the Company with immediate effect after the close of this meeting and that the Directors of the Company be and are hereby authorised to do all things necessary to implement the adoption of the New Articles of Association.”

By Order of the Board  
**Goldpac Group Limited**  
**Mr. LU Run Ting**  
*Chairman*

Hong Kong, 14 April 2021

## NOTICE OF ANNUAL GENERAL MEETING

*Notes:*

- (1) All resolutions at the meeting will be taken by poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”). The results of the poll will be published on the websites of The Stock Exchange of Hong Kong Limited and the Company in accordance with the Listing Rules.
- (2) Any shareholder of the Company entitled to attend and vote at the above meeting is entitled to appoint more than one proxy to attend and on a poll, vote instead of him. A proxy need not be a shareholder of the Company. If more than one proxy is appointed, the number of shares in respect of which each such proxy so appointed must be specified in the relevant form of proxy. Every shareholder present in person or by proxy shall be entitled to one vote for each share held by him.
- (3) In order to be valid, the form of proxy together with the power of attorney or other authority, if any, under which it is signed or a certified copy of that power of attorney or authority, must be deposited at the Company’s share registrar, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong not less than 48 hours before the time appointed for the above meeting (i.e. not later than 11:00 a.m. on Tuesday, 11 May 2021 (Hong Kong time)) or the adjourned meeting (as the case may be). Delivery of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
- (4) For determining the entitlement to attend and vote at the above meeting, the register of members of the Company will be closed from Monday, 10 May 2021 to Thursday, 13 May 2021, both days inclusive, during which period no transfer of shares will be registered. In order to be eligible to attend and vote at the Annual General Meeting, unregistered holders of shares of the Company shall ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company’s share registrar, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong for registration not later than 4:30 p.m. on Friday, 7 May 2021.
- (5) For determining the entitlement to the final dividend and special dividend (subject to approval by the shareholders at the Annual General Meeting), the register of members of the Company will be closed from Monday, 7 June 2021 to Wednesday, 9 June 2021, both days inclusive, during which period no transfer of shares will be registered. In order to qualify for the dividends, unregistered holders of shares of the Company shall ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company’s share registrar, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong for registration not later than 4:30 p.m. on Friday, 4 June 2021.
- (6) A circular containing further details concerning items 3, 6 to 9 set out in the above notice will be sent to all shareholders of the Company together with the annual report of the Company for the year ended 31 December 2020.
- (7) In view of the ongoing COVID-19 epidemic and recent requirements for prevention and control of its spread by the government of Hong Kong, the Company strongly recommends Shareholders to exercise their voting rights by appointing the Chairman of the Annual General Meeting as their proxy to vote on the relevant resolutions at the Annual General Meeting as an alternative to attending the Annual General Meeting in person.

## NOTICE OF ANNUAL GENERAL MEETING

The following prevention and control measures will be implemented at the Annual General Meeting:

- (i) compulsory body temperature check will be conducted for every Shareholder or proxy at the entrance of the venue. Any person with a body temperature of over 37.3 degrees Celsius will not be admitted to the venue;
- (ii) every Shareholder or proxy is required to wear surgical facial mask throughout the meeting; and
- (iii) no refreshment will be served.

The Chairman of the Meeting has the authority to adjourn the Annual General Meeting if at any time during the Annual General Meeting, the Chairman determines that the proceedings of the Annual General Meeting contravene any laws or regulations.

*As at the date of this notice, the executive Directors of the Company are Mr. LU Run Ting, Mr. HOU Ping, Mr. LU Runyi, Mr. WU Siqiang, Mr. LING Wai Lim and Ms. LI Yijin; and the independent non-executive Directors of the Company are Mr. MAK Wing Sum Alvin, Ms. YE Lu and Mr. YANG Geng.*