

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

If you are in doubt as to any aspect of this circular, you should consult a stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Far East Holdings International Limited (the “Company”), you should at once hand this circular together with the accompanying form of proxy to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

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**(1) GENERAL MANDATES  
TO REPURCHASE SHARES AND TO ISSUE SHARES;  
(2) RE-ELECTION OF DIRECTORS;  
(3) ADOPTION OF NEW ARTICLES OF ASSOCIATION;  
AND  
(4) NOTICE OF ANNUAL GENERAL MEETING**

A notice convening an annual general meeting of the Company to be held at 3/F, Nexxus Building, 77 Des Voeux Road Central, Hong Kong on Monday, 5 June 2017 at 11:00 a.m. is set out on pages 75 to 79 of this circular. A form of proxy is enclosed. Whether or not you are able to attend the meeting, you are requested to complete and return the accompanying form of proxy in accordance with the instructions printed thereon and return it to the Company’s share registrar and transfer office, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong as soon as possible and in any event not later than 48 hours before the time appointed for holding the meeting. Completion and return of the form of proxy will not preclude you from attending and voting in person at the meeting or any adjournment thereof (as the case may be) should you so wish, and in such event, the instrument appointing the proxy shall be deemed to be revoked.

The English text of this circular shall prevail over the Chinese text.

28 April 2017

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## DEFINITIONS

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

“AGM”	the annual general meeting of the Company to be held at 3/F, Nexxus Building, 77 Des Voeux Road Central, Hong Kong on Monday, 5 June 2017 at 11:00 a.m., notice of which is set out on pages 75 to 79 of this circular
“Articles of Association”	the articles of association of the Company
“Board”	the board of Directors
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
“Company”	Far East Holdings International Limited, a company incorporated in Hong Kong with limited liability under the Companies Ordinance, the Shares of which are listed on the Main Board of the Stock Exchange
“Director(s)”	the director(s) of the Company for the time being
“Group”	the Company and its subsidiaries
“Issue Mandate”	a general and unconditional mandate proposed to be granted to the Directors to enable them to allot, issue and deal with additional Shares up to a maximum of 20% of the number of issued Shares at the date of the passing of the relevant resolution
“Latest Practicable Date”	25 April 2017, 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
“New Articles of Association”	the new articles of association of the Company proposed to be adopted at the Annual General Meeting
“Repurchase Mandate”	a general and unconditional mandate proposed to be granted to the Directors to enable them to repurchase not exceeding 10% of the number of issued Shares at the date of the passing of the relevant resolution
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of the Company

## DEFINITIONS

“Shareholder(s)”	the holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	The Code on Takeovers and Mergers
“HK\$”	Hong Kong dollar(s), the lawful currency of The Hong Kong Special Administrative Region
“%”	per cent.

LETTER FROM THE BOARD



遠東控股國際有限公司  
**Far East Holdings International Limited**

*(Incorporated in Hong Kong with limited liability)*

**(Stock Code: 36)**

*Executive Directors*

Mr. Yu Pak Yan, Peter  
Mr. Fok Chi Tak

*Independent Non-executive Directors*

Mr. Chan Ming Sun, Jonathan  
Dr. Wong Yun Kue  
Ms. Kwan Shan

*Registered Office*

Unit 904, 9/F  
Wings Building  
110–116 Queen's Road Central  
Central, Hong Kong

28 April 2017

*To the Shareholders*

Dear Sir or Madam,

**(1) GENERAL MANDATES  
TO REPURCHASE SHARES AND TO ISSUE SHARES;  
(2) RE-ELECTION OF DIRECTORS;  
(3) ADOPTION OF NEW ARTICLES OF ASSOCIATION;  
AND  
(4) NOTICE OF ANNUAL GENERAL MEETING**

**INTRODUCTION**

The purpose of this circular is to provide you with information regarding resolutions to be proposed at the AGM which include, among other matters, the approval of the (i) grant of the Repurchase Mandate and the Issue Mandate; (ii) re-election of Directors; (iii) the adoption of new Articles of Association; and to give you notice of the AGM.

**GENERAL MANDATE TO REPURCHASE SHARES**

At the AGM, an ordinary resolution will be proposed that the Directors be granted a new general and unconditional mandate to enable them to repurchase Shares at any time until the next annual general meeting of the Company following the passing of the resolution or such earlier date as stated in the resolution up to a maximum of 10% of the number of issued Shares at the date of the passing of the relevant resolution.

## **LETTER FROM THE BOARD**

As at the Latest Practicable Date, there was a total of 1,089,118,593 Shares in issue. Subject to the passing of the resolution granting the Repurchase Mandate and on the basis that no further Shares are issued or repurchased prior to the AGM, the Company will be allowed to repurchase a maximum of 108,911,859 Shares.

### **GENERAL MANDATE TO ISSUE SHARES**

An ordinary resolution will also be proposed that the Directors be granted a new general and unconditional mandate to enable them to allot, issue, and deal with additional Shares up to a maximum of 20% of the number of issued Shares at the date of the passing of the relevant resolution.

As at the Latest Practicable Date, there was a total of 1,089,118,593 Shares in issue. Subject to the passing of the resolution granting the Issue Mandate and on the basis that no further Shares are issued or repurchased prior to the date of the AGM, the Company will be allowed to issue a maximum of 217,823,718 Shares.

In addition, an ordinary resolution will be proposed at the AGM adding any Shares repurchased under the Repurchase Mandate to the Issue Mandate. The Repurchase Mandate and the Issue Mandate will continue in force until the conclusion of the next annual general meeting of the Company unless renewed at such meeting or until revoked or varied by ordinary resolutions passed by the Shareholders in a general meeting held prior to the next annual general meeting of the Company.

An explanatory statement required under the Listing Rules to be sent to the Shareholders in connection with the proposed general mandate to repurchase Shares is set out in Appendix I to this circular. The explanatory statement contains all the information reasonably necessary to enable the Shareholders to make an informed decision on whether to vote for or against the ordinary resolution to approve the Repurchase Mandate at the AGM.

### **RE-ELECTION OF DIRECTORS**

Pursuant to Articles 79 and 80 of the Articles of Association and code provision A.4.2 of the Corporate Governance Code contained in Appendix 14 to the Listing Rules (the “**CG Code**”), Mr. Fok Chi Tak and Ms. Kwan Shan shall retire by rotation from office and, being eligible, offer themselves for re-election as Directors at the AGM.

Details of the Directors proposed to be re-elected are set out in Appendix II to this circular.

### **ADOPTION OF NEW ARTICLES OF ASSOCIATION**

The Board proposes that the Company adopt the New Articles of Association with a view to bringing the Articles of Association in line with changes in companies law as a result of the implementation of the Companies Ordinance which came into effect on 3 March 2014. The Board also proposes to take this opportunity to update the Articles of Association to remove outdated references and reflect changes in laws and practices relating to corporate governance

## **LETTER FROM THE BOARD**

since they were last amended and generally to modernise them. A resolution to make these proposed changes by adopting the New Articles of Association will be proposed as a special resolution at the AGM.

Details of the proposed major changes to the Articles of Association are set out in Appendix III to this circular. A copy of the New Articles of Association, marked to show differences between them and the existing Memorandum and Articles of Association, is included in Appendix IV to this circular. The New Articles of Association are written in English and the Chinese translation is for Shareholders' reference only. Should there be any discrepancies, the English version will prevail.

The Company's legal adviser has confirmed to the Company that the New Articles of Association comply with the requirements of the Listing Rules and the laws of Hong Kong. Furthermore, the Company has confirmed that there is nothing unusual about the proposed amendments for a Hong Kong company listed on the Stock Exchange.

### **AGM**

A notice convening the AGM is set out in Appendix V to this circular. A form of proxy is despatched with this circular and published on the websites of the Stock Exchange ([www.hkex.com.hk](http://www.hkex.com.hk)) and the Company ([www.feholdings.com.hk](http://www.feholdings.com.hk)). Whether or not you are able to attend the AGM, you are requested to complete the accompanying form of proxy and return it to the Company's share registrar and transfer office, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as soon as possible and in any event not later than 48 hours before the time appointed for holding the AGM. Completion and return of the form of proxy will not preclude you from attending and voting in person at the AGM or any adjournment thereof (as the case may be) if you so wish, and in such event, the instrument appointing the proxy shall be deemed to be revoked.

The register of members of the Company will be closed from 31 May 2017 to 5 June 2017 (both days inclusive), during which period no transfer of shares in the Company will be effected. In order to qualify for entitlement to attend and vote at the AGM, all transfer documents, accompanied by the relevant share certificates, must be lodged with the Company's share registrar and transfer office, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17 Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not later than 4:30 p.m. on 29 May 2017.

Pursuant to rule 13.39(4) of the Listing Rules, resolutions set out in the notice of AGM will be put to the vote by way of poll. An announcement on the poll results will be published by the Company after the AGM in the manner prescribed under rule 13.39(5) of the Listing Rules.

## LETTER FROM THE BOARD

### RESPONSIBILITY STATEMENT

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

### RECOMMENDATION

The Directors consider that the grant of the Repurchase Mandate and the Issue Mandate and the re-election of the Directors as well as the adoption of the New Articles of Association are in the best interests of the Company and the Shareholders as a whole. The Directors therefore recommend the Shareholders to vote in favour of each of the resolutions as set out in the notice of the AGM.

### GENERAL

Your attention is also drawn to the appendices to this circular.

Yours faithfully,  
By Order of the Board  
**Far East Holdings International Limited**  
**Yu Pak Yan, Peter**  
*Executive Director*



*This explanatory statement contains the information required under rule 10.06(1)(b) of the Listing Rules to provide Shareholders with all the information reasonably necessary to enable them to make an informed decision on whether to vote for or against the resolution approving the Repurchase Mandate.*

### **1. SHARE CAPITAL**

As at the Latest Practicable Date, there was a total of 1,089,118,593 Shares in issue.

Subject to the passing of the resolution granting the Repurchase Mandate and on the basis that no further Shares are issued or repurchased prior to the AGM, the Company would be allowed under the Repurchase Mandate to repurchase a maximum of 108,911,859 Shares.

### **2. REASONS FOR REPURCHASE**

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

### **3. FUNDING OF REPURCHASES**

Repurchases made pursuant to the Repurchase Mandate would be funded out of funds legally available for the purpose in accordance with the Articles of Association and the Companies Ordinance. Such funds include distributable profits of the Company and/or the proceeds of a new issue of Shares made for the purposes of the repurchase.

There might be a material adverse impact on the working capital and/or gearing position of the Company (as compared with the position disclosed in the audited consolidated accounts contained in the annual report for the year ended 31 December 2016) in the event that the Repurchase Mandate is to be carried out in full at any time during the proposed repurchase period. However, the Directors do not propose to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse impact on the working capital requirements of the Company or the gearing levels of the Company.

#### 4. SHARE PRICES

The following table shows the highest and the lowest prices at which the Shares were traded on the Stock Exchange in each of the previous twelve months before the Latest Practicable Date:

	<i>Highest</i> HK\$	<i>Lowest</i> HK\$
<b>2016</b>		
April	0.97	0.60
May	0.86	0.66
June	0.76	0.64
July	0.73	0.62
August	1.13	0.63
September	1.71	1.09
October	1.44	1.02
November	1.18	0.91
December	1.02	0.83
<b>2017</b>		
January	0.94	0.79
February	0.89	0.79
March	0.82	0.74
April (up to and including the Latest Practicable Date)	0.71	0.69

#### 5. UNDERTAKING AND DISCLOSURE OF INTERESTS

None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their close associates (as defined in the Listing Rules) have any present intention to sell any Shares to the Company or its subsidiaries in the event that the Repurchase Mandate is approved by the Shareholders.

The Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will only exercise the powers of the Company to make repurchases pursuant to the Repurchase Mandate in accordance with the Articles of Association, Listing Rules and the Companies Ordinance.

The Company has not been notified by any core connected person (as defined in the Listing Rules) that such a person has a present intention to sell, or has undertaken not to sell, any Shares to the Company or its subsidiaries in the event that the Repurchase Mandate is granted by the Shareholders.

**6. TAKEOVERS CODE**

If, as a result of a repurchase of Shares, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purpose of Rule 32 of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert, depending on the level of increase of the Shareholders' interest, could obtain or consolidate control of the Company and become obliged to make a mandatory general offer in accordance with Rule 26 of the Takeovers Code. Save as aforesaid, the Directors are not aware of any consequence which would arise under the Takeovers Code as a consequence of any purchases pursuant to the Repurchase Mandate.

**7. SHARE REPURCHASE MADE BY THE COMPANY**

The Company had not purchased any of its Shares (whether on the Stock Exchange or otherwise) during the six months immediately preceding the Latest Practicable Date.

*The following are the particulars of the Directors proposed to be re-elected at the AGM:*

**MR. FOK CHI TAK****Executive Director**

Mr. Fok, aged 41, joined the Group in November 2014 and was appointed as an executive Director of the Company and a director of certain subsidiaries of the Company. Mr. Fok has over 16 years of experience in corporate finance, corporate governance, mergers and acquisitions, auditing and financial management. Mr. Fok graduated from Oxford Brookes University in the United Kingdom with a bachelor's degree in accounting and finance and The University of Hong Kong with a master's degree in business administration. Mr. Fok is a fellow member of the Hong Kong Institute of Certified Public Accountants and the Association of Chartered Certified Accountants. Mr. Fok is also a fellow member of the Institute of Chartered Secretaries and Administrators and the Hong Kong Institute of Chartered Secretaries.

Mr. Fok is currently an executive director of Hao Tian Development Group Limited (stock code: 474) and Clear Lift Holdings Limited (stock code: 1341). The securities of these companies are listed on the Main Board of the Stock Exchange.

Save as disclosed above, Mr. Fok has not held any directorship in other public listed companies in Hong Kong or overseas in the past three years prior to the Latest Practicable Date. Mr. Fok does not have any relationship with any Directors, senior management, substantial Shareholders or controlling Shareholders.

Mr. Fok has entered into a letter of appointment with the Company for a term of one year commencing on 14 November 2016. He is subject to retirement by rotation and re-election in the annual general meeting of the Company in accordance with the Articles of Association. Mr. Fok is entitled to receive a monthly director's fee of HK\$60,000 subject to further adjustment if additional appointments are made. Such fee is determined and subject to review by the Board and the remuneration committee of the Company from time to time with reference to his duties and responsibilities with the Company.

As at the Latest Practicable Date, Mr. Fok did not have any interest in the Shares or underlying Shares within the meaning of Part XV of the SFO.

There is no other matter that needs to be brought to the attention of the Shareholders and there is no information relating to Mr. Fok that is required to be disclosed pursuant to any of the requirements of rule 13.51(2)(h) to 13.51(2)(v) of the Listing Rules.

**MS. KWAN SHAN****Independent Non-executive Director**

Ms. Kwan, aged 45, joined the Group in December 2014 and was appointed as an independent non-executive Director, the chairman of the nomination committee and a member of each of the audit committee and remuneration committee of the Company. Ms. Kwan has more than 18 years of experience in the accounting and finance field in listed companies. Ms. Kwan graduated from Hong Kong Polytechnic University with a bachelor's degree in accountancy and a master's degree in corporate governance. Ms. Kwan is a fellow member of the Association of Chartered Certified Accountants.

Ms. Kwan is currently an executive director and company secretary of Yueshou Environmental Holdings Limited (stock code: 1191), and an independent non-executive director of Good Resources Holdings Limited (stock code: 109). The securities of these companies are listed on the Main Board of the Stock Exchange.

Save as disclosed above, Ms. Kwan has not held any directorship in other public listed companies in Hong Kong or overseas in the past three years prior to the Latest Practicable Date. Ms. Kwan does not have any relationship with any Directors, senior management, substantial Shareholders or controlling Shareholders.

Ms. Kwan has entered into a letter of appointment with the Company for a term of one year commencing on 1 December 2016. She is subject to retirement by rotation and re-election in the annual general meeting of the Company in accordance with the Articles of Association. Ms. Kwan is entitled to receive a monthly director's fee of HK\$15,000 subject to further adjustment if additional appointments are made. Such fee is determined and subject to review by the Board and the remuneration committee of the Company from time to time with reference to his duties and responsibilities with the Company.

As at the Latest Practicable Date, Ms. Kwan did not have any interest in the Shares or underlying Shares within the meaning of Part XV of the SFO.

There is no other matter that needs to be brought to the attention of the Shareholders and there is no information relating to Ms. Kwan that is required to be disclosed pursuant to any of the requirements of rule 13.51(2)(h) to 13.51(2)(v) of the Listing Rules.

*Set out below are details of the major changes proposed to be made to the Articles of Association. These changes should not adversely affect the protection that is provided to the Shareholders in any material respect.*

For the Shareholders' convenience, the below description of the proposed major changes has been categorized as follows:

- (i) changes being proposed to reflect recent changes in law, rules and regulations (such as references which are made obsolete by the Companies Ordinance);
- (ii) changes being proposed to provide increased flexibility to the Company and the Shareholders; and
- (iii) other changes being proposed to the Articles of Association to bring them up-to-date.

References to Article numbers are to the numbering in the New Articles of Association unless otherwise stated.

#### **CHANGES BEING PROPOSED TO REFLECT RECENT CHANGES IN LAW, RULES AND REGULATIONS**

- (a) **Share Capital** — Updating provisions in the Articles of Association which contain references to nominal share capital, par value, share premium and/or authorised share capital, as these concepts have been abolished under the Companies Ordinance. (See for example Articles 15, 65 and deletion of certain existing Articles)
- (b) **Warrants and Stock** — Removing references to bearer warrants and references to stock, as these concepts have been abolished under the Companies Ordinance. (See Article 8 and deletion of existing Article 34)
- (c) **Associate and Connected Entity** — Updating references to associates and connected entities, as these concepts have been modified under the Companies Ordinance and the Listing Rules. (See for example Article 2)
- (d) **Share Transfer** — Providing for the Board to give reasons for refusing to register any transfer of the Shares upon request of the transferor or transferee and the update of the required forms and fees for transfer of the Shares, in order to align the Articles of Association with the requirements under the Companies Ordinance and the Listing Rules. (See for example Article 21)
- (e) **Demand for Poll** — Allowing for the Shareholders to demand polls on resolutions voted at general meetings in accordance with the Companies Ordinance and the Listing Rules. (See for example Articles 34 and 49)

**CHANGES BEING PROPOSED TO PROVIDE INCREASED FLEXIBILITY TO THE COMPANY AND THE SHAREHOLDERS**

- (f) **Memorandum of Association and the Objects Clause** — Removing the Memorandum of Association and the objects clause because under the Companies Ordinance there is no requirement for a company to retain a memorandum of association or the objects clause. Certain provisions of the existing Memorandum of Association (e.g. the name of the Company and the liability of the Shareholders) are proposed to be inserted into the Articles of Association, in order to align the Articles of Association with the Companies Ordinance. (See for example Article 1)
- (g) **Alteration of Share Capital** — Simplifying the provisions relating to alteration of share capital. Instead of listing out the manner in which the Company may alter its share capital in the Articles of Association, it is proposed to state that the Company may alter its share capital in any manner authorised and subject to any conditions prescribed by the Companies Ordinance to take advantage of the greater flexibility provided under the Companies Ordinance for alterations of share capital, including reductions of capital. (See for example Article 32)
- (h) **Allotment and Issue of Shares** — Updating provisions in relation to the allotment and issue of shares, in order to align with the provisions under the Companies Ordinance and the Listing Rules and for clarity. (See for example Articles 8 and 103)
- (i) **Official Seal** — Clarifying that any signature or seal may be affixed by mechanical means or printed upon share certificates as determined by the Board rather than being required to be applied physically. Provisions have also been included to make the use of a Seal optional as permitted under the Companies Ordinance, in order to provide flexibility to the Company. (See for example Articles 90 and 91)
- (j) **Electronic Communications** — Making miscellaneous amendments to facilitate the use of electronic communications in a broader range of situations (without prejudicing the Shareholders' existing rights regarding electronic communications). (See for example Article 112)
- (k) **General Meetings** — Removing references to extraordinary general meetings and special business, as these concepts have been abolished under the Companies Ordinance. In addition, provisions in the Articles of Association in relation to the convening of a general meeting and voting arrangements at a general meeting, the financial statements and other reports to be provided at the annual general meeting and the determination of the fees of the Directors have been updated in order to align with, and to take advantage of the greater flexibility under, the Companies Ordinance and for clarity. (See for example Articles 40, 43 and the deletion of existing Article 52)
- (l) **Proxies** — Updating the provisions of the Articles of Association to permit that where that shareholder is a recognized clearing house (within the meaning of the Securities and Futures Ordinance Chapter 571 of the Laws of Hong Kong) or its nominee(s), it may authorize such person or persons as it thinks fit to act as its representative(s) or proxy(ies) at any shareholders' meetings. (See for example Article 59)

- (m) **Brokerage and Commission** — Updating the provision in the Articles of Association in relation to the power of paying commission and brokerage in connection with the issue of the Shares in order to allow greater flexibility for the Company in arranging for the issue of the Shares as permitted under the general prohibition of commissions, discounts and allowances under the Companies Ordinance. (See for example Article 4)
- (n) **Share Certificates** — Updating the provisions of the Articles of Association for the period, expenses and manner for the Company to issue or replace share certificates to the Shareholders pursuant to the Companies Ordinance and the Listing Rules. (See for example Articles 11 and 13)

**OTHER CHANGES BEING PROPOSED TO THE ARTICLES OF ASSOCIATION TO BRING THEM UP-TO-DATE**

- (o) **Indemnity and insurance** — Amending the indemnity for liability of the Directors and officers provisions to align the wordings in the Articles of Association more closely with the wording used in the Companies Ordinance and to provide for the Company to buy liability insurance for directors. (See for example Articles 127 to 133)
- (p) **Miscellaneous** — Making miscellaneous amendments to update, reclassify, modernise and/or clarify provisions of the Articles of Association where considered desirable or necessary. (See for example Articles 65, 83, 103, 104, 112 and the deletion of various existing Articles and consequential amendments)

Each of the amendments that will be made to the Articles of Association by adopting the New Articles of Association is set out in Appendix IV to this circular. Changes compared to the existing Articles of Association have been marked-up for ease of reference of the Shareholders.



*This is a marked-up version which shows the differences between the existing Memorandum and Articles of Association and the New Articles of Association. The English version shall always prevail in the case of any discrepancy or inconsistency between the English version and its Chinese translation.*

No. 30668

(COPY)

CERTIFICATE OF INCORPORATION

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~~I HEREBY CERTIFY that~~

~~CHEONG SUN DEVELOPMENT COMPANY LIMITED~~  
(昌生興業有限公司)

~~is this day incorporated in Hong Kong under the Companies Ordinance, and that this company is limited.~~

~~Given under my hand this Twenty-eighth day of November, One Thousand Nine Hundred and Seventy-two.~~

(Sd.) SHAM Fai  
for Registrar of Companies  
Hong Kong.

~~This version of memorandum of association and articles of association is prepared in Chinese and English. In the event that there is any discrepancy or inconsistency between the two versions, the English version shall prevail.~~

~~This constitutional document is a conformed copy or a consolidated version not formally adopted by shareholders at a general meeting.~~

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

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Company Limited by Shares

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~~MEMORANDUM OF ASSOCIATION~~

~~(Embodied all amendments passed by Special and Ordinary Resolutions up to 8 February 2007)~~

~~OF~~

~~FAR EAST HOLDINGS INTERNATIONAL LIMITED~~

~~遠東控股國際有限公司~~

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~~(Name Changed on 27 February 2007, 12 May 2000,  
23 September 1988, 11 August 1987 and 3 September 1982)~~

~~First: The name of the Company is “**FAR EAST HOLDINGS INTERNATIONAL LIMITED** 遠東控股國際有限公司”.~~

~~Second: The Registered Office of the Company will be situate in Hong Kong.~~

~~Third: The objects for which the Company is established are:-~~

- ~~(1) To purchase, take on lease or in exchange, hire or otherwise acquire any land and hereditaments of any tenure and messuages and tenements and any estate or interest in any land or hereditaments, messuages or tenements and any rights, easements or privileges to any land or hereditaments, messuages or tenements belonging to or appertaining therewith at any time used, held or enjoyed for such consideration whether wholly partly of or a pecuniary nature as the Company shall think fit.~~

- ~~(2) To develop and turn to account any land or other property purchased, leased, exchanged, hired or otherwise acquired by the Company or in which the Company is interested, and develop and turn to account the resources of any property whether belonging to the Company or not, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fining up, and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.~~
- ~~(3) To advance money by way of loan on any land or hereditaments of any tenure, whether the same shall be wholly or partly built on or not, or any messuages or tenements or any estate or interest in any land or hereditaments, messuages or tenements to such amount, at such rate of interest and upon such terms and conditions as the Company shall think fit, and in particular to lend money to any person or persons, company or corporation undertaking to build on, or to develop or improve any property upon which this Company shall advance or agree to advance money or in which it is interested.~~
- ~~(4) To manage, demise and let, or agree to demise and let, to accept surrenders of, to mortgage, sell, and absolutely dispose of, to surrender to the Crown, to grant rights of way over, or otherwise howsoever to deal with all or any or either or any parts or part of the Company's land and hereditaments, messtiages and tenements, or any estate or interest therein respectively.~~
- ~~(5) To carry on the business of a house and estate agent and a broker of land and hereditaments, messuages and tenements, and, any estate or interest therein respectively, in all or any or either of their respective branches and especially to negotiate and arrange loans on land and hereditaments, messuages and tenements and any estate or interest therein respectively, to manage estates and properties, to receive and collect rents, and to act as attorneys or factors and transact all manner of agency and commission business so far as regards land and hereditaments, messuages and tenements and any estate or interest therein respectively, for any person or persons, company or corporation for such commission or consideration and upon such terms and conditions as the Company shall think fit.~~
- ~~(6) To obtain, vacant possession of any land, buildings, messuages, tenements and other erections belonging to the Company or in which the Company is interested either as owners, lessees, sub-lessees, contractors or otherwise whatsoever by proceedings in or applications to any court of law, tribunal or other appropriate authority, having authority in that behalf or in any lawfully manner, for the purpose of development or re-development by the erection of new buildings, tenements, messuages, houses and other erections of every description and to pay compensation and other monies to the lessees, tenants, sub-tenants and other tribunal or appropriate authority or which may be otherwise payable.~~
- ~~(7) To carry on the business of construction and building contractors, interior and exterior decorators and auctioneers of land hereditaments messuages and tenements and any estate or interest therein respectively.~~

- (8) ~~To lay out and prepare for building purposes any land belonging to this Company, or in which it is interested, and to improve and develop any such land by reclaiming, draining, planting, cleaning, and otherwise dealing with the same, and to construct, or procure the construction thereon, or on some part thereof, of all kinds of buildings, and in particular of offices, shops, hotels, garages, restaurants, cafes, dwelling houses, factories, workshops, warehouses and godowns, and to alter, pull down, rebuild, repair, maintain, decorate and furnish any buildings or erections situate on any such land.~~
- (9) ~~To acquire, by purchase or otherwise, or undertake, or otherwise to participate in, deal in and turn to account the whole or any part of the business, property and liabilities of any person or company carry on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purpose of this Company.~~
- (10) ~~To apply for, purchase or otherwise acquire, any contracts, decrees and concessions, for or in relation to the construction, execution, carrying out, equipment, improvement, management, administration or control of public works and conveniences, and to undertake, execute, carry out, dispose of or otherwise turn to account the same.~~
- (11) ~~To carry on the business of an investment company and for that purpose to acquire and hold either in the name of the Company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business, and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioner, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.~~
- (12) ~~To purchase or otherwise acquire, issue, re-issue, sell, place, and deal in shares, stocks, debentures, debenture stock and other securities, and to give any guarantee or security for the payment of dividends or interest thereon, or otherwise in relation thereto.~~
- (13) ~~To acquire any such shares, stock, debentures, debenture stock, bonds, notes, obligations or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid up, and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit,~~
- (14) ~~To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares, stocks, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issue or nominal amount thereof and to provided managerial and other executive supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.~~
- (15) ~~To issue on commission, underwrite or otherwise subscribe conditionally or unconditionally for, take, acquire, hold, sell, exchange, and otherwise deal in shares, stocks, funds, debentures, debenture stock, bonds, mortgages, obligations, or securities of any government, state, principality, local or other authority, municipal or other corporation, company, association, firm or person and to give any guarantee for the~~

~~payment of money or the performance of any obligation or undertaking in relation to mortgages, contracts of every nature, loans, investments and securities or otherwise, or for any other purpose, and whether made or effected or acquired through the Company's agency or otherwise.~~

- ~~(16) To act as trustee for the holders of or otherwise in relation to any stocks, shares, debentures, debenture stock, bonds or other securities or obligations issued or to be issued or to be issued by any government, state, principality, local or other authority, municipal or other corporation, company or association, and generally to undertake and execute any trusts, both public and private, the undertaking whereof it may seem desirable or calculated directly or indirectly to benefit the Company.~~
- ~~(17) To undertake and execute any trusts as the Company may think fit, and also to undertake the office of executor, administrator, treasurer or registrar and to keep for any company, government, authority or body any register relating to any stock, funds, shares or securities, or to undertake any duties in relation to the registration of transfers, the issue of certificates or otherwise.~~
- ~~(18) To act as agents for the purchase, sale, improvement, development and management of properties or any estate or right therein, including business concerns and undertakings and generally to transact and undertake all kinds of agency business and to carry on the business of rent collectors and that of land, house and estate agents.~~
- ~~(19) To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.~~
- ~~(20) Generally to purchase, take on lease or in exchange, hire or otherwise acquire, and improve, manage, work, develop, lease, mortgage, sell, dispose of, turn to account and otherwise deal with any real and personal property, and any rights or privileges which the Company may think necessary or convenient for the purpose of its business and in particular any land, buildings, easements, machinery, plant and stock-in-trade and concessions, business concerns and undertakings.~~
- ~~(21) To carry on business as capitalists, financiers, concessionaries and merchants, and to undertake and carry on and execute all kinds of financial, commercial, trading and other operations, and to advance, deposit, or lend money, securities and property to or with such persons or companies and on such terms as may seem expedient and either with or without security and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons or companies.~~
- ~~(22) To carry on all or any of the business of importers, exporters, commission agents and general traders, and to buy, sell, import, export, manipulate and prepare for market, and deal in goods and merchandise of all descriptions, both wholesale and retail, and to transact every kind of agency business, and to undertake the business of manufactures' representatives.~~

- (23) ~~To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.~~
- (24) ~~To take, or other otherwise acquire, and hold shares in any other company having objects altogether or in part similar to those of this Company or any business capable of being conducted so as directly or indirectly to benefit this Company.~~
- (25) ~~To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to the benefit employees or ex-employees of the Company or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibitions, or for any public, general or useful objects.~~
- (26) ~~To amalgamate with any other company having objects altogether or in part similar to those of this Company.~~
- (27) ~~To undertake or enter into any contract or arrangement in connection with the undertaking or property of any company in which the Company is interested.~~
- (28) ~~To purchase or otherwise acquire, or undertake the whole or any part of the business, property and liabilities, including shares, stocks, bonds, debentures, mortgages, or other obligations or any or either of them, of any other company, corporation or person carrying on any business in Hong Kong or elsewhere, which the Company is authorised to carry on, or possessed of any property or right suitable for the purposes of this Company, and to carry on, conduct, or liquidate, or wind-up any business so acquired, and to acquire the business of any company or corporation if deemed expedient, by amalgamation with such company or corporation instead of by purchase in the ordinary way.~~
- (29) ~~To pay for any business or undertaking, or any property, rights, stocks, shares, bonds, debentures or other securities acquired by the Company, either in cash or shares, with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as the Company shall determine.~~
- (30) ~~To sell the business or undertaking of the Company or any part thereof, including any shares, stock, bonds, debentures, mortgages, or other obligations or securities, or any or either of them, patents, trade marks, trade names, copyrights, licences or authorities of any estate, rights, property, privileges or assets of any kind.~~
- (31) ~~To accept payment for the business or undertaking of the Company or any part thereof, or for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in shares or bonds of any company or corporation, with or without deferred or preferred rights in respect of dividends or~~

- ~~repayment of capital or otherwise, or by means of a mortgage, or by debentures, debenture stock or mortgage debenture or bonds of any company or partly in one mode and partly in another and generally on such terms as the Company may determine.~~
- ~~(32) To engage in Hong Kong or elsewhere in any business or transaction within the limits of the Company's objects, in conjunction with other person, corporation, company or firm, and to hold shares, stocks or bonds in any such company or corporation.~~
- ~~(33) To purchase or otherwise acquire and to invest money in or to advance and lend money on the security of land or any interest therein, building, godowns, goods, wares, merchandise and produce, shares, securities and other real and personal property whatsoever and wheresoever, and generally to invest and deal with the moneys of the Company not immediately required upon such securities (other than and except shares of the Company) and in such manner as may from time to time seem desirable and be determined.~~
- ~~(34) To guarantee, support or secure, whether by person covenant or mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both methods, the performance of the obligations and/or the repayment or payment of money by any person, firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company as defined in the Companies Ordinance Cap. 32 or any subsidiary of the Company's holding company or a subsidiary of the Company's holding company or a subsidiary of the Company or otherwise associated with the Company in its business whether or not the giving of such guarantee, support or security would result in the Company receiving any consideration or advantage, whether direct or indirect therefrom.~~
- ~~(35) To lend money to such persons, firms and companies and on such terms as may seem expedient, and in particular to customers and others having dealing with the Company and to guarantee the performance of contracts by any such persons, firms or companies.~~
- ~~(36) To take or concur in taking all such steps and proceedings as may seem best calculated to uphold and support the credit of the Company and to obtain and justify public confidence, and to avert or minimise financial disturbances which might affect the Company.~~
- ~~(37) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise), godown warrants, warehouse receipts, wharfiriger's receipts, promissory notes and similar documents and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.~~

- (38) ~~To draw, make, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, godown warrants, godown receipts, warehouse receipts, wharfinger's receipts, warrants, debentures, bonds and other negotiable or transferable instruments.~~
- (39) ~~To enter into partnership or into any arrangement for sharing of profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company. And to lend money to, guarantee the contracts of, or otherwise assist, any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, withor without guarantee, or otherwise deal with the same.~~
- (40) ~~To enter into any arrangement with any Governments or authorities (supreme, municipal, local or otherwise), or any corporations, companies or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such charters, contracts, decrees, arrangements, rights, privileges and concessions.~~
- (41) ~~To act as agents, brokers or trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.~~
- (42) ~~To transact and carry on all kinds of agency business and in particular in relation to the sale and purchase of goods and property, the investment of money, the negotiation of loans, and the collection of rents and debts.~~
- (43) ~~To remunerate any person, firm or company rendering services to the Company, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.~~
- (44) ~~To promote any other company for the purpose of acquiring all or any of the properties, and undertaking any of the liabilities of the Company, or of undertaking any business or operation which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire, all or any part of the shares or securities of any company as aforesaid.~~
- (45) ~~To sell or otherwise dispose of the whole or any part of the assets or undertakings of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.~~
- (46) ~~To procure the Company to be registered or recognized in any foreign country or place.~~



- ~~(47) To distribute any of the property of the Company among the members in specie or otherwise, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.~~
- ~~(48) To do all or any of the above things either as principals, agents, trustees or otherwise, and by or through agents, trustees or otherwise, and either alone or in conjunction with others.~~
- ~~(49) To carry out the above objects and to do all such other things as may be deemed incidental or conducive to the attainment thereof either in Hong Kong or elsewhere.~~

~~AND it is hereby declared that the word "Company" in this clause when not applied to this Company shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Hong Kong or elsewhere, and whether existing or hereafter to be formed and the intention is that each object specified in each paragraph of this clause shall, unless otherwise therein provided, be regarded as an independent object and shall be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company and shall be capable of being pursued as an independent object and either alone or in conjunction with any one or more of the objects specified in the same or in any other paragraph or paragraphs.~~

~~Fourth: The liability of the Members is limited.~~

~~Fifth: The share capital of the Company is Seven Hundred Million Dollars Hong Kong Currency (HK\$700,000,000.00) divided into Seventy Billion (70,000,000,000) shares of 0.01Dollar (\$0.01) each. Upon any increase of capital the Company is to be at liberty to issue any new shares either in Hong Kong Dollars or in any other currency or partly in one currency and partly in another and with any preferential, deferred, qualified or special rights, privileges or conditions attached thereto. The rights for the time being attached to any shares having preferential, deferred, qualified or special rights, privileges or conditions attached thereto, may be altered or dealt with in accordance with the accompanying Articles of Association, but not otherwise.~~

~~Dividends may be paid in cash or by the distribution of specific assets or otherwise as provided by the Articles of Association of the Company and/or Regulations of the company for the time being or otherwise.~~

~~The Memorandum and Articles of Association of the Company shall be construed in accordance with the English text and no Chinese or other translation thereof shall operate to vary or affect such constitution;~~

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

<del>Names, Addresses and Descriptions of Subscribers</del>	<del>Number of Shares taken by each Subscriber</del>
<del>(Sd.) K. S. CHENG (CHENG KWEI SHENG 鄭桂生) No. 46, Magazine Gap Road, Hong Kong. Merchant</del>	<del>One</del>
<del>(Sd.) K. L. KUNG (KUNG KA LUEN 龔家麟) Flat 6D, Garden Mansion, No. 154, Austin Road, Kowloon. Merchant</del>	<del>One</del>
<del>Total Number of Shares Taken</del>	<del>Two</del>

Dated the 22nd day of November, 1972.

WITNESS to the above signatures:

(Sd.) VINCENT CHEUNG  
Solicitor,  
Hong Kong

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

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Public Company Limited by Shares

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**ARTICLES OF ASSOCIATION**

~~(Embodied all amendments passed by Special and Ordinary Resolutions up to 8 February 2007)~~

(Adopted by a special resolution passed on 5 June 2017)

**OF**

**FAR EAST HOLDINGS INTERNATIONAL LIMITED**

**遠東控股國際有限公司**

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(Name Changed on 27 February 2007, 12 May 2000,  
23 September 1988, 11 August 1987 and 3 September 1982)

**Preliminary**

1. (A) The name of the Company is “FAR EAST HOLDINGS INTERNATIONAL LIMITED 遠東控股國際有限公司”.
- (B) The registered office of the Company shall be in the Hong Kong Special Administrative Region of the People’s Republic of China.
- (C) The liability of the members of the Company is limited and limited to the extent of any amount unpaid on the shares held by them respectively.
- (D) No regulations set out in any ordinance or any notice made under any ordinance concerning companies shall apply as regulations or articles of the Company and Schedule 1 (Model Articles for Public Companies Limited by Shares) to the Companies (Model Articles) Notice (Chapter 622H of the Laws of Hong Kong) shall not apply to the Company.

~~1.2.~~ In these ~~Presents~~Articles unless there be something in the subject or context inconsistent therewith:—

~~“The Ordinance” means the Companies Ordinance, Chapter 32 or any statutory modification or re-enactment for the time being in force.~~

“Articles” means these Articles of Association as originally adopted or as from time to time altered by special resolution.

“associate” shall have the meaning ascribed to it under the Listing Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

“associated company” means any company that is the Company’s subsidiary or holding company or a subsidiary of the Company’s holding company.

“The Board” means the Board of Directors of the Company or the Directors present at a meeting of the Directors at which a quorum is present for the time being of the Company.

“business day” has the meaning ascribed thereto in the Listing Rules.

“clear days” in relation to the period of a notice means 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 take effect.

“clearing house” means a recognized clearing house as defined in under Schedule I to the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) as amended from time to time.

“close associate” has the meaning ascribed to it under the Listing Rules.

“The Company” means “FAR EAST HOLDINGS INTERNATIONAL LIMITED 遠東控股國際有限公司”.

“Dividend” includes bonus.

“Electronic Communication” means a communication sent by electronic transmission in any form through any medium, in each case, as may be selected by the Company.

“Gazette” means the Government of the Hong Kong Special Administration Region Gazette.

“holder” in respect of a share means the person whose name appears in the Register of members as the holder thereof.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Listing Rules” shall mean the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited as amended from time to time.

~~“Exchange” shall mean The Stock Exchange of Hong Kong Limited as amended from time to time.~~

~~“in writing” and “written” include printing, lithography, and other modes of representing or reproducing words in a visible form whether or not transitory or, to the extent permitted by and in accordance with the Ordinance, Listing Rules and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form.~~

~~“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange as amended from time to time.~~

~~“Month” means calendar month.~~

~~“The Office” means the registered office for the time being of the Company..~~

~~“The Company” means “FAR EAST HOLDINGS INTERNATIONAL LIMITED 遠東控股國際有限公司”.~~

~~“Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or any statutory modification or re-enactment for the time being in force.~~

~~“paid-up” in respect of a share means paid-up or credited as paid-up to the full amount of the subscription price of the relevant share;~~

~~“The Board” means the Board of Directors for the time being of the Company.~~

~~“associate” shall have the meaning ascribed to it under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.~~

~~“The Register” means the Register of Members of the Company or, as the context may require, the register of holders of other securities of the Company maintained by or on the instructions of the Company to be kept pursuant to the Companies Ordinance, Chapter 32 of the Laws of Hong Kong.~~

~~“Registrar” the share registrar from time to time of the Company.~~

~~“Secretary” includes any person, firm or company appointed for the time being by the Directors to perform the duties of Secretary.~~

~~“The Office” means the registered office for the time being of the Company.~~

~~“The Register” means the Register of Members to be kept pursuant to the Companies Ordinance, Chapter 32 of the Laws of Hong Kong.~~

~~“clearing house” shall mean a recognized clearing house as defined under Schedule I to the Securities and Future Ordinance (Cap. 571 of the Laws of Hong Kong) as amended from time to time.~~

~~“Dividend” includes bonus.~~

~~“Month” means calendar month.~~

~~“Listing Rules” shall mean the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited as amended from time to time.~~

~~“In writing” and “written” include printing, lithography, and other modes of representing or reproducing words in a visible form.~~

“Seal” means the Common Seal of the Company includes where relevant a Securities Seal and any official seal for use abroad.

“Secretary” includes any person, firm or company appointed for the time being by the Directors to perform the duties of Secretary.

“Securities Seal” means an official seal kept by the Company by virtue of section 126 of the Ordinance.

“Statutes” means the Ordinance and every other Ordinance from time to time in force concerning companies in so far as the same apply to the Company.

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

Words and expressions which have a special meaning assigned to them in the Ordinance shall have the same meanings in these ~~Presents~~ Articles unless inconsistent with the subject or context.

Words importing the ~~maseuline~~ gender or the neuter only include ~~the feminine~~both genders and the neuter.

Words importing the singular number only include the plural number and vice versa.

Words importing persons include corporations.

~~2. The regulations contained in Table “A” in the First Schedule to the Companies Ordinance, Chapter 32, shall not apply to the Company.~~

3. No part of the funds of the Company shall directly or indirectly be employed in the purchase of or in loans upon the security of the Company’s ~~S~~shares, but nothing in these Articles shall prohibit transactions ~~mentioned in the proviso to Section 48 of~~permitted under the Ordinance.

4. The Company may pay a commission or brokerage to any person in consideration of his subscribing or agreeing to subscribe or procure subscribers, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolutely or conditionally, for any shares in the Company at any rate not exceeding ~~T~~ten per centum of the price at which the said shares are issued.

## Shares and Certificates

5. Subject to the Statutes the Company may buy back or otherwise acquire its shares, including any redeemable shares. Subject as aforesaid, such powers shall be exercisable by the Board upon such terms and subject to such conditions as they think fit. For the purpose of this Article "shares" shall mean shares of all classes and securities which carry a right to subscribe or purchase, or are otherwise convertible into, shares of the Company
- ~~5.6.~~ Without prejudice to any special rights previously conferred on the ~~H~~holders of existing shares in the Company, any ~~S~~share in the Company may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to ~~D~~ividend, ~~V~~oting, ~~R~~eturn of ~~C~~apital, or otherwise, as the Company may from time to time by ~~S~~special ~~R~~esolution determine.
- ~~6.7.~~ Any ~~P~~reference ~~S~~share may, with the sanction of a ~~S~~pecial ~~R~~esolution, be issued on the terms that it is, or at the option of the Company is liable, to be redeemed.
- ~~7.8.~~ The ~~S~~shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit subject to the Statutes and the Listing Rules. The Board may, subject to the Statutes and the Listing Rules issue warrants (other than share warrants to bearer) to subscribe for any class of shares or securities of the Company on such terms as the Board may from time to time determine.
- ~~8.9.~~ The Directors may make arrangements on the issue of ~~S~~shares for a difference between the holders of such ~~S~~shares in the amount of ~~C~~alls to be paid and in the time of payment of such ~~C~~alls.
- ~~9.10.~~ Save to the extent required by law or by a court of competent jurisdiction ~~T~~he Company shall be entitled to treat the person whose name appears upon the Register in respect of any ~~S~~share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claims to or partial interest in such ~~S~~shares whether or not it shall have express or other notice thereof.
- ~~10.11.~~ (i) ~~Every Member shall be entitled without payment to one certificate under the Seal of the Company, specifying the shares held by him and the amount paid up thereon. Such certificate shall be delivered to the Member within two months after the allotment of such shares.~~
- (i) Every person whose name is entered as a member in the Register shall be entitled to receive within such time as may from time to time be prescribed by the Stock Exchange (or within such other period as the conditions of issue shall provide) upon payment of a fee (not exceeding the maximum fee prescribed or permitted by the Stock Exchange from time to time), one certificate for all his shares of any particular class, or if he shall so request, 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 and, in the case of a share or shares held jointly by several persons, the Company shall not be bound to issue a certificate or certificates to each such person, and the issue and delivery of a certificate or certificates to one of several joint holders shall be sufficient delivery to all such holders.

(ii) Every share certificate shall be executed in accordance with section 127(3) of the Ordinance (which for this purpose may include affixing of any Securities Seal) and shall specify the number and class of shares and, if applicable, 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. 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 section 179 of the Ordinance, and no certificate shall be issued in respect of more than one class of shares.

(iii) The Company shall provide standard and bulk securities registration services and a certificate replacement service as prescribed in the provisions regarding Trading and Settlement in Part A of Appendix 7 of the Listing Rules, in each case at such fees payable to the Company for such registration and/or replacement services as the Board shall determine not exceeding the maximum fees prescribed from time to time in the Listing Rules.

(iv) If at any time all the issued shares of the Company, or all the issued shares of a particular class, are fully paid-up and rank pari passu for all purposes, none of those shares shall thereafter (subject to a resolution of the Board to the contrary) have a distinguishing number so long as it remains fully paid-up and ranks pari passu for all purposes with all the shares of the same class for the time being issued and fully paid-up.

12. Fully-paid shares shall be free from any restriction on the right of transfer (except when permitted by the Listing Rules) and shall also be free from all liens in favour of the Company.

~~11. If any Member shall require additional Certificates he shall pay for each additional Certificate a fee not exceeding the maximum fees prescribed or permitted from time to time by The Stock Exchange of Hong Kong Limited.~~

~~12.13. Subject to the Ordinance if any Certificate be defaced, worn out, lost, or destroyed, the Directors may at their discretion and subject to such terms as they may think fit issue a new or duplicate Certificate on payment of a fee not exceeding the maximum fees prescribed or permitted from time to time by The Stock Exchange of Hong Kong Limited, and the person requiring the new Certificate shall surrender the defaced or worn-out Certificate or give such evidence of the loss or destruction of the Certificate and such indemnity to the Company as the Directors think fit.~~



### Joint Holders of shares

- ~~13.14~~ Where two or more persons are registered as the ~~H~~holders of any ~~S~~shares they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the provisions following:-
- (a) ~~£~~The Company shall not be bound to register more than four persons as the ~~H~~holders of any share.
  - (b) The joint ~~H~~holders of any share shall be liable, severally as well as jointly, in respect of all payments which ought to be made in respect of such ~~S~~shares.
  - (c) On the death of any one of such joint ~~H~~holders the survivor or survivors shall be the only person or persons recognized by the Company as having any title to such ~~S~~share; but the Directors may require such evidence of death as they may deem fit.
  - (d) Any one of such joint ~~H~~holders may give effectual receipts for any Dividend, ~~Bonus~~, or ~~R~~return of ~~£~~capital payable to such joint ~~H~~holders.
  - (e) Only the person whose name stands first in the Register as one of the joint ~~H~~holders of any ~~S~~share shall be entitled to delivery of the ~~£~~certificate relating to such ~~S~~share, or to receive notices from the Company, or to attend or vote at ~~g~~General ~~M~~meetings of the Company, and any notice given to such person shall be deemed notice to all joint ~~H~~holders; but any one of such joint ~~H~~holders may be appointed the proxy of the person entitled to vote on behalf of such joint ~~H~~holders, and as such proxy to attend, ~~speak~~ and vote at ~~G~~general ~~M~~meetings of the Company.

### Calls on Sshares

~~14.15~~ The Directors may from time to time make ~~£~~calls upon the ~~M~~members in respect of all moneys unpaid on their ~~S~~shares, provided that no ~~£~~call shall ~~exceed one-fourth of the nominal amount of the Sshares~~ or be made payable with one month after the date when the last instalment of the last preceding call shall have been made payable; and each ~~M~~member shall, subject to receiving fourteen days' notice at least, specifying the time and place for payment, pay the amount called on his ~~S~~shares to the persons and at the times and places appointed by the Directors. A ~~£~~call may be made payable by instalments.

~~15.16~~ A ~~£~~call shall be deemed to have been made at the time when the resolution of the Directors authorizing such ~~£~~call was passed.

~~16.17~~ If the ~~£~~call payable in respect of any ~~S~~share or any instalment of a ~~£~~call be not paid before or on the day appointed for payment thereof, the ~~H~~holder for the time being of such ~~S~~share shall be liable to pay interest on the same at such rate, not exceeding ~~T~~ten per centum per annum, as the Directors shall determine, from the day appointed for the payment of such ~~£~~call or instalment to the time of actual payment; but the Directors may, if they shall think fit, waive the payment of such interest or any part thereof.

- ~~17.~~18. If by the terms of the issue of any Sshares, or otherwise, any amount is made payable at any fixed time or by instalments at any fixed times, ~~whether on account of the amount of the shares or by way of premium,~~ every such amount or instalment shall be payable as if it were a Ccall duly made by the Directors, of which due notice had been given; and all the provisions hereof with respect to the payment of Ccalls and interest thereon, or to the forfeiture of Sshares for non-payment of Ccalls, shall apply to every such amount or instalment and Sshares in respect of which it is payable.
- ~~18.~~19. The Directors may, if they think fit, receive from any Mmember willing to advance the same all or any part of the moneys uncalled and unpaid upon any Sshares held by him; and upon all or any of the moneys so paid in advance the Directors may (until the same would but for such advance presently payable) pay interest at such rate (not exceeding without the sanction of the Company in Ggeneral Mmeeting, Eeight per centum per annum) as may be agreed upon between the Mmember paying the moneys in advance and the Directors but the Mmember is not entitled to participate in respect thereof in a dDividend subsequently declared.
- ~~19.~~20. The instrument of transfer of any Sshares in the Company shall be in writing, and shall be executed by or on behalf of the transferor and transferee, and duly attested and the transferor shall be deemed to remain the Hholder of such Sshare until the name of the Transferee is entered in the Register in respect thereof. Shares in the Company shall be transferred in any usual or common form of which the Directors shall approve. For the purpose of this Article, the Directors may, on such conditions as they think fit, accept the machine imprinted signature(s) of the transferor and/or the transferee as the valid signature(s) of the transferor and/or the transferee.
- ~~20.~~21. ~~The Directors may decline to register any transfer of shares upon which the Company has a lien and in the case of shares not fully paid-up may refuse to register a transfer to a transferee of whom they do not approve.~~(A) The Directors may decline to register any transfer of any share:-
- (i) if it is not a fully paid-up share;
  - (ii) whether the share is fully-paid or not, if it is in favour of more than four persons jointly;
  - (iii) if the instrument of transfer is not lodged at the Office or another place that the Directors have appointed;
  - (iv) if the instrument of transfer is not accompanied by the certificate for the share to which it relates, or other evidence the Directors reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;
  - (v) if the transfer is in respect of more than one class of shares; or

- (vi) unless a fee (if the Board so determines) not exceeding the maximum fees prescribed or permitted from time to time by the Stock Exchange is paid to the Company in respect thereof.
- (B) If the Directors refuse to register the transfer of a share for any reason including but not limited to those specified above:-
- (i) the transferor or transferee may request a statement of the reasons for the refusal;
- (ii) the instrument of transfer shall be returned to the transferor or transferee who lodged it (unless the Directors suspect that the proposed transfer may be fraudulent) together with a notice of refusal within 2 months after the date on which the instrument of transfer was lodged with the company; and
- (iii) if a request is made under paragraph (B)(i), the Directors shall, within 28 days after receiving the request:-
- (a) send the transferor or transferee who made the request a statement of the reasons for the refusal; or
- (b) register the transfer.
21. ~~The Directors may decline to recognize any instrument of transfer unless (a) a fee (if any) not exceeding the maximum fees prescribed or permitted from time to time by Tthe Stock Exchange of Hong Kong Limited is paid to the Company in respect thereof., and (b) the instrument of transfer is accompanied by the Certificate of the Shams 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. If the Directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.~~
22. On the death of any ~~M~~member (not being one of several joint ~~H~~holders of a ~~S~~share) the legal personal representatives of such deceased ~~M~~member shall be the only persons recognized by the Company as having any title to such ~~Sham~~share subject always to Article 24~~3~~.
23. Any person becoming entitled to a ~~S~~share ~~or shares~~ by reason of the death or bankruptcy of a ~~M~~member may upon such evidence being produced as may from time to time be required by the Directors, elect either to be registered himself as the ~~H~~holder of the ~~S~~share ~~or shares~~ or to have some person nominated by him registered as the transferee thereof, but the Directors shall have the same right to refuse or suspend registration as they would have had in the case of a transfer of the ~~S~~share ~~or shares~~ by the deceased or bankrupt person before the death or bankruptcy.

24. ~~The Transfer Books and Register of Members may be closed during such times as the Directors think fit, not exceeding in the whole thirty days in each year. The Directors may suspend the registration of transfers of shares:-~~
- (a) ~~for any period or periods not exceeding 30 days in each year; or~~
  - (b) ~~if the period of 30 days for closing the register of members is extended in respect of that year under section 632 of the Ordinance, for not more than that extended period.~~

#### **Forfeiture of Sshares and Lien**

25. If any ~~M~~member fails to pay any ~~C~~call or instalment of a ~~C~~call on the day appointed for payment thereof, the Directors may at any time thereafter during such time as any part of the ~~C~~call or instalment remains unpaid serve a notice on him requiring him to pay so much of the ~~C~~call or instalment as is unpaid, together with interest accrued and any expenses incurred by reason of such non-payment.
26. The notice shall name a further day (not being earlier than the expiration of fourteen days from the date of the notice) on or before which such ~~C~~call or instalment and all interest accrued and expenses incurred by reason of such non-payment are to be paid, and it shall also name the place where payment is to be made, such place being either the ~~Registered Office of the Company~~, or some other place at which ~~C~~calls of the Company are usually made payable. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the ~~S~~shares in respect of which such ~~C~~call or instalment is payable will be liable to forfeiture.
27. If the requisitions of any such notice as aforesaid be not complied with, any ~~S~~share in respect of which such notice has been given may, at any time thereafter before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect, and any such forfeiture shall extend to all Dividends declared in respect of the ~~S~~share so forfeited but not actually paid before such forfeiture.
28. Any ~~S~~shares so forfeited shall be deemed to be the property of the Company, and may be sold or otherwise disposed of in such manner, either subject to or discharged from all ~~C~~calls made or instalments due prior to the forfeiture, as the Directors think fit ~~or but~~ the Directors may, at any time before such ~~S~~shares are sold or otherwise disposed, of annul the forfeiture upon such terms as they may approve. For the purpose of giving effect to any such sale or other disposition the Directors may authorize some person to transfer the ~~S~~shares so told or otherwise disposed of to the purchaser thereof or other person becoming entitled thereto.
29. Any person whose ~~S~~shares have been forfeited shall cease to be a ~~M~~member in respect of the forfeited ~~S~~shares but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of the forfeiture were presently payable by him to the Company in respect of the ~~S~~shares, together with interest thereon at such rate, not exceeding ~~T~~ten per centum per annum, as the Directors shall appoint down to the day of payment, but his

liability shall cease if and when the Company receives payment in full in respect of such Sshares. The Directors may, if they shall think fit, remit the payment of such interest or any part thereof.

30. When any Sshares have been forfeited an entry shall forthwith be made in the Register recording the forfeiture and the date thereof, and as soon as the shares so forfeited have been sold or otherwise disposed of an entry shall also be made of the manner and date of the sale or disposal thereof.

#### **Lien on partly paid Sshares**

31. (A) ~~The Company shall have a first and paramount lien upon all Sshare~~each share that is not fully paid held by any ~~M~~member of the Company (whether alone or jointly with other persons) and ~~upon all Dividends upon all Dividends and Bonuses~~ which may be declared in respect of such Sshares for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and for all moneys presently payable by the person or the person's estate to the Company.
- (B) ~~The Directors may at any time declare a share to be wholly or in part exempt from this Article.~~
- (C) ~~Subject to this Article, the Company may sell a share in a manner the Directors think fit if:-~~
- (i) a notice enforcing a lien ("lien enforcement notice") has been issued in respect of that share; and
- (ii) the person to whom the notice was issued has failed to comply with it.
- (D) ~~A lien enforcement notice:-~~
- (i) may only be issued in respect of a share on which the Company has a lien, in respect of which a sum is presently payable;
- (ii) shall specify the share concerned;
- (iii) shall require payment of the sum within 14 days of the notice;
- (iv) shall be issued to the holder of the share or to the person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
- (v) shall state the Company's intention to sell the share if the notice is not complied with.
- (E) ~~To give effect to the sale of shares under this Article, the Directors may authorise any person to transfer the shares to the purchaser, and the purchaser shall be registered as the holder of those shares. The purchaser shall not be bound to see to the application of the purchase money, and the purchaser's title to the shares shall~~

not be affected by any irregularity in or invalidity of the process leading to the sale. The net proceeds of the sale (after payment of the costs of sale and any other costs of enforcing the lien) shall be applied:-

(i) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;

(ii) second, to the person entitled to the shares at the date of the sale.

(F) Paragraph (E)(ii) applies:-

(i) only after the certificate for the shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificate; and

(ii) subject to a lien equivalent to the Company's lien on the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.

(G) A statutory declaration by a Director or the Company secretary that the declarant is a Director or the Company secretary and that a share has been sold to satisfy the Company's lien on a specified date:-

(i) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

(ii) subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute good title to the share.

~~32. The Directors may, at any time after the date for the payment or satisfaction of such debts, obligations, or liabilities shall have arrived, serve upon any Member who is indebted or under any obligation to the Company, or upon the person entitled to his shares by reason of the death or bankruptcy of such Member, a notice requiring him to pay the amount due to the Company or satisfy the said obligation, and stating that if payment is not made or the said obligation is not satisfied within the time (not being less than fourteen days) specified in such notice, the shares held by such Member will be liable to be sold; and if such Member or the person entitled to his shares as aforesaid, shall not comply with such notice within the time aforesaid the Directors may sell such shares without further notice, and for the purpose of giving effect to any such sale the Directors may authorize some person to transfer the shares so sold to the Purchaser thereof.~~

~~33. Upon any sale being made by the Directors of any shares to satisfy the lien of the Company thereon the proceeds shall be applied: First, in the payment of all cost of such sale; next, in satisfaction of the debts or obligations of the Member to Company; and the residue (if any) shall be paid to the person entitled to the shares at the date of the sale or as he shall in writing direct.~~

34. ~~Any entry in the Directors' Minutes Book of the forfeiture of any share, or that any share has been sold to satisfy a lien of the Company, shall be sufficient evidence as against all persons claiming to be entitled to such shares that the said shares were properly forfeited or sold; and such entry, the receipt of the Company for the price of such shares, and the appropriate share Certificate, shall constitute a good title to such Shares, and the name of the purchaser or other person entitled shall be entered in the Register as a Member of the Company, and he shall not be bound to see to the application of the purchase money, nor shall his title to the said shares be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture or sale. The remedy (if any) of the former Holder of such shares, and of any person claiming under or through him, shall be against the Company exclusively and in damages only.~~

~~Conversion of shares into Stock, etc.~~

35. ~~The Directors, with the sanction of an Ordinary Resolution of the Company in general meeting, may convert any paid-up shares into stock, and may convert any stock into paid-up shares of any denomination. When any shares have been converted into stock, the several holders of such stock may, thenceforth, transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as and subject to which the fully paid-up shares in the Company's capital may be transferred, or as near thereto as circumstances will admit. But the Directors may from time to time, if they think fit, fix the minimum amount of stock transferable, and direct that fractions of a Dollar shall not be dealt with, but with power, nevertheless, at their discretion to waive such rules in any particular case. The stock shall confer on the Holders thereof respectively the same privileges and advantages, as regards participation in profits and voting at meetings of the Company, and for other purposes, as would have been conferred by shares of equal amount in the capital of the Company of the same class as the shares from which such stock was converted, but so that none of such privileges or advantages, except the participation in profits of the Company, or in the assets of the Company on a winding-up, shall be conferred by any such aliquot part of stock as would not, if existing in shares, have conferred such privileges or advantages. No such conversion shall affect or prejudice any preference or other special privilege attached to the shares so converted. Save as aforesaid, all the provisions herein contained shall, so far as circumstances will admit, apply to stock as well as to shares.~~

~~Alteration of Sshare Ccapital~~

36. ~~The Company may by Ordinary Resolution increase the Capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the Resolution shall prescribe.~~
- ~~37.~~32. ~~The Company may by special resolution reduce its capital in any manner allowed by law and may from time to time alter its capital in any one or more of the ways set out in the Ordinance. Subject to the provisions of Article 41 hereof~~33, ~~the~~any new shares shall be issued upon such terms and conditions and with such rights, priorities, or privileges as the resolution effecting the increase of Ccapital shall prescribe.

~~38.33.~~ Subject to any directions to the contrary that may be given by the ~~R~~resolution effecting the increase of ~~€~~capital, any ~~€~~capital raised by the creation of new ~~€~~shares shall be considered as part of the original ~~€~~capital, and shall be subject to the same provisions with reference to the payment of ~~€~~calls and the forfeiture of ~~€~~shares on non-payment of ~~€~~calls, transfer and transmission of ~~€~~shares, lien or otherwise, as if it had been part of the original ~~€~~capital.

39. ~~The Company may by Ordinary Resolution:—~~

- ~~(a) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association: Provided that in the subdivision of an existing shares the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the shares from which the reduced share is derived;~~
- ~~(b) Consolidate and subdivide its Capital or any part thereof into shares of larger amount than its existing shares;~~
- ~~(c) Cancel any shares which at the date of the passing of the Resolution have not been taken or agreed to be taken by any person.~~

40. ~~The Company may by Special Resolution reduce its share Capital and any Capital Redemption Reserve Fund in any manner allowed by law.~~

#### Modification of Rights

~~41.34.~~ (A) If at any time the ~~€~~capital is divided into different classes of ~~€~~shares, the rights attached to any class (unless otherwise provided by the terms of issue of the ~~€~~shares of that class) may, at any time, either while the Company is a going concern or during or in contemplation of a winding-up, subject to the provisions of ~~Section~~ the Ordinance, be modified, abrogated, or varied with the consent in writing of the ~~H~~holders of ~~three-fourths~~75 per cent. of the issued ~~€~~shares of the class, or with the sanction of an ~~Extraordinary~~ special ~~R~~resolution passed at a separate ~~G~~general ~~M~~meeting of the ~~H~~holders of the ~~€~~shares of the class.

(B) To every such separate ~~G~~general ~~M~~meeting the provisions of these regulations relating to ~~G~~general ~~M~~meetings shall mutatis mutandis apply, but so that at every such separate ~~G~~general ~~M~~meeting (other than an adjourned ~~M~~meeting) the quorum shall be two persons at least holding or representing by proxy ~~one-third~~33 per cent. of the issued ~~€~~shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present one person holding shares of that class or his proxy shall be a quorum), and that any ~~H~~holder of ~~€~~shares of the class present in person or by proxy may ~~determine~~demand a poll.

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



### Borrowing Powers

- ~~42.35~~ The Directors may raise or borrow for the purpose of the Company's business such sum or sums of money as they think fit. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued ~~€~~capital, or by the issue, at such price as they may think fit, of ~~B~~bonds, or ~~D~~debentures, either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.
- ~~43.36~~ Any ~~B~~bonds, ~~D~~ebentures~~debentures~~, ~~D~~ebenture ~~S~~stock or other securities issued or to be issued by the Company shall be under the control of the Directors, who may issue them upon such terms and conditions and in such manner and for such considerations as they shall consider to be for the benefit of the Company.
- ~~44.37~~ The Company may, upon the issue of any ~~B~~bonds, ~~D~~ebentures, ~~D~~ebenture ~~S~~stock, or other securities, confer on the creditors of the Company holding the same, or on any trustees or other persons acting on their behalf, a voice in the management of the Company, whether by giving to them the right of attending and voting at ~~G~~general ~~M~~meeting, or by empowering them to appoint one or more persons to be the Directors of the Company, or otherwise as may be agreed.
- ~~45.38~~ If any Director or other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Director or person so becoming liable as aforesaid from any loss in respect of such liability.
- ~~46.39~~ A Register of the ~~H~~holders of the ~~D~~ebentures of the Company shall be kept at the ~~Registered Office of the Company~~, and shall be open to the inspection ~~of by~~ the ~~R~~egistered ~~H~~holders of such ~~D~~ebentures and ~~of by~~ any ~~M~~ember ~~of the Company~~, subject to such restrictions as the Company in ~~G~~eneral ~~M~~meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

### General ~~M~~meetings

- ~~47.40~~ ~~A General Meeting of the Company shall be held in each calendar year at such time and place as the Directors shall appoint. In default of a General Meeting being so held a General Meeting may be convened by any two Members in the same manner as nearly as possible as that in which General Meetings are to be convened by the Directors. The aforesaid General Meetings shall be called "Ordinary General Meetings" all other General Meetings shall be called~~The Company shall in each year hold a general meeting as its annual general meeting, in addition to any other meetings in that year. The annual general meeting shall be held at such time and place as may be determined by the Directors in accordance with section 610 of the Ordinance.

~~48-41.~~ The Directors may, whenever they think fit, and they shall, upon a requisition made in writing by ~~M~~members in accordance with ~~S~~section ~~113566~~ the Ordinance, convene an ~~Extraordinary G~~General ~~M~~meeting.

~~49-42.~~ In the case of an ~~Extraordinary G~~General ~~M~~meeting called in pursuance of a requisition, unless such ~~M~~meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the ~~M~~meeting shall be transacted.

#### Notice of ~~G~~General ~~M~~meetings

~~50-43.~~ Subject to the provisions of ~~S~~section ~~116(2)564~~ of the Ordinance relating to ~~S~~special Resolutions, ~~at least~~ twenty-one ~~clear~~ days—, notice ~~at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given),~~ of any ~~annual general meeting~~ and ~~at least 14 clear days' notice shall be given of every other general meeting~~ specifying (where applicable) that the meeting is an ~~annual general meeting~~ the place, the day, and the hour of ~~M~~meeting, and ~~in case of special business~~ the general nature of ~~such~~the business, shall be given to the ~~M~~members in manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the Company in ~~G~~general ~~M~~meeting; but the accidental omission to give notice to any ~~M~~member of such notice, shall not invalidate the proceedings at any ~~G~~general ~~M~~meeting.

~~51-44.~~ Notwithstanding the provisions of the last preceding Article, with the written consent of all the ~~M~~members entitled to receive notice of some particular ~~general M~~meeting, that ~~general M~~meeting may be convened by ~~less than seven~~fewer days' notice, and in such manner as those ~~M~~members may think fit.

#### Proceedings at ~~G~~General ~~M~~meetings

~~52.~~ The ~~business of any Ordinary General Meeting shall be to receive and consider documents required by law to be attached or annexed to the balance sheets, to elect Directors the accounts and balance sheets, the reports of the Directors and Auditors, and any other in the place of those retiring, to elect Auditors and fix their remuneration, and to declare a Dividend. All other business transacted at an Ordinary General Meeting, and all business transacted at an Extraordinary General Meeting, shall be deemed special.~~

~~53-45.~~ No business shall be transacted at any ~~G~~general ~~M~~meeting unless a quorum of ~~M~~members is present at the time when the ~~M~~meeting proceeds to business; and such quorum shall consist of not less than two ~~M~~members personally present or ~~present~~ by proxy.

~~54-46.~~ If within half an hour from the time appointed for a ~~G~~general ~~M~~meeting a quorum be not present the ~~M~~meeting, if convened upon the requisition of ~~M~~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 place; and if at such adjourned ~~M~~meeting a quorum be not present within half an hour from the time appointed for the ~~M~~meeting it shall be adjourned sine die.

~~55-47.~~ The Chairman of the Board of Directors shall preside as Chairman at every ~~G~~general ~~M~~meeting of the Company. If there be no such Chairman, or if at any ~~M~~meeting he ~~beis~~ not present within fifteen minutes after the time appointed for holding the ~~M~~meeting, or is

unwilling to act as Chairman, the ~~M~~members present shall choose one of the Directors present to be Chairman; or if no Director be present and willing to take the chair the ~~M~~members present shall choose one of their number to be Chairman.

~~56-48.~~ The Chairman may, with the consent of any ~~G~~general ~~M~~meeting at which a quorum is present (and shall if so directed by the ~~M~~meeting), adjourn the ~~M~~meeting from time to time and from place to place; but no business shall be transacted at any adjourned ~~M~~meeting other than the business left unfinished at the ~~M~~meeting from which the adjournment took place, When a ~~M~~meeting is adjourned for ten days or more, notice of the adjourned ~~M~~meeting shall be given as in the case of an original ~~M~~meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned ~~M~~meeting or of the business to be transacted thereat.

~~57-49.~~ Subject to the Listing Rules and unless the notice convening the meeting shall specify that any given resolution referred to therein shall be determined on a poll Every ~~question~~ resolution submitted to a ~~G~~general ~~M~~meeting shall be determined in the first instance by a show of hands of the members present in person or by proxy, but a poll may be demanded (before or upon the declaration of the result of the show of hands) by the Chairman or by:—

- (i) not less than three members present in person or by proxy having the right to vote at the meeting; or
- (ii) a member or members present in person or by proxy representing not less than ~~one-tenth~~ 5 per cent. of the total voting rights of all the members having the right to vote at the meeting; ~~or~~
- (iii) ~~a member or members present in person or by proxy holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.~~

Unless a poll is duly demanded in accordance with the foregoing provisions a declaration by the Chairman 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 be conclusive evidence of the fact without proof of the number, proportion or validity of the votes recorded in favour of or against such resolution.

~~58-50.~~ If a poll be directed or demanded in the manner above mentioned it shall (subject to the provisions of Article ~~6052~~ hereof) be taken at such time and in such manner as the Chairman may appoint, and the result of such poll shall be deemed to be the resolution of the ~~M~~meeting at which the poll was directed or demanded.

~~59-51.~~ In the case of an equality of votes at any ~~G~~general ~~M~~meeting, whether upon a show of hands or on a poll, the Chairman shall ~~be~~ entitled to a second or casting vote; ~~In~~ case of any dispute as to the admission or rejection of any vote the Chairman shall determine the same, and such determination shall be final and conclusive.

~~60-52.~~ A poll demanded upon the election of a Chairman or upon a question of adjournment shall be taken forthwith. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

#### Votes of Members

~~61-53.~~ Subject to any special terms as to voting upon which any shares may have been issued or may for the time being be held, upon a show of hands every Member present in person shall have one vote, and upon a poll every Member present in person or by proxy shall have one vote for every share held by him. Subject to Article 54 and to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of shares, every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative duly authorised under sections 606 or 607 of the Ordinance at any general meeting shall be entitled, on a show of hands, to one vote only and, on a poll, to one vote for every fully paid-up share of which he is the holder.

~~61A-54.~~ Where any Member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such member in contravention of such requirement or restriction shall not be counted.

~~62-55.~~ If any Member be a person of ~~unsound mind~~ who is mentally incapacitated he may vote by his committee, receiver, curator bonis, or other legal curator.

~~63-56.~~ No Member shall be entitled to be present or to vote ~~(save as proxy or corporate representative of another member)~~ (save as proxy or corporate representative of another member) at any General Meeting unless all Calls or other sums presently payable by him in respect of the Shares held by him in the Company have been paid.

~~64-57.~~ On a poll votes may be given either personally or by proxy.

~~65-58.~~ The instrument appointing a proxy shall be in writing in any normal or common form under the hand of the appointor, or of his attorney duly authorized in writing, or if such appointor be a corporation either under its common seal or under the hands of an officer or attorney duly authorised. The instrument shall be deemed, subject to the proviso hereinafter contained, to confer authority upon the proxy to speak, and vote on any resolution (or amendment thereto) put to the meeting for which it is given as the proxy thinks fit Provided that any form issued to a member for use by him for appointing a proxy to attend and vote at a general meeting or at an annual general meeting 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 and shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

~~65A.~~ If a clearing house or a nominee of clearing house is a member of the Company, it may in accordance with the Ordinance authorise such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or at any meeting of

~~any class of members of the Company as the case may be provided that, if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such person is so authorised. A person so authorised under the provision of these Articles shall be entitled to exercise the same powers on behalf of the clearing house (or its nominee) which he represents as the clearing house (or its nominee) could exercise if it were an individual member of the Company.~~

59. Where a shareholder and/or warrant holder is a clearing house or its nominee(s), it may authorise such person or persons as it thinks fit to act as its representative(s) or proxy(ies) at any shareholders' meetings or any meetings of any class of shareholders and/or warrant holders provided that, if more than one person is so authorised, the authorisation or proxy form must specify the number and class of shares and/or warrants in respect of which each such person is so authorised. The person so authorised will be deemed to have been duly authorised without the need of producing any documents of title, notarised authorisation and/or further evidence for substantiating the facts that it is duly authorised and will be entitled to exercise the same power on behalf of the recognized clearing house as that clearing house or its nominee(s) could exercise if it were an individual shareholder and/or warrant holder of the Company.

~~66-60.~~ The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially- certified copy of such power or authority, shall be deposited at the ~~Registered Office of the Company or such other place as may be specified by the Board in or together with the notice of the relevant general meeting~~ not less than forty-eight hours before the time fixed for holding the ~~M~~meeting or adjourned ~~M~~meeting at which the person named in such instrument is authorized to vote, and in default the instrument of proxy shall not be treated as valid. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A proxy need not be a ~~M~~member of the Company.

67. ~~An instrument appointing a proxy shall be in the following form, or in any other form of which the Directors shall approve:-~~

~~**FAR EAST HOLDINGS INTERNATIONAL LIMITED**~~

~~遠東控股國際有限公司~~

~~I, of being a Member of FAR EAST HOLDINGS INTERNATIONAL LIMITED 遠東控股國際有限公司 hereby appoint of \_\_\_\_\_ of \_\_\_\_\_, and failing him, \_\_\_\_\_ of \_\_\_\_\_, as my proxy to vote for me and on my behalf at the Ordinary (or Extraordinary, as the case may be) General Meeting of the Company to be held on the [●] day of [●] and at any adjournment thereof.~~

**Directors**

~~68-61.~~ Unless and until the Company in ~~G~~general ~~M~~meeting shall otherwise determine the number of Directors shall be not less than three but there shall be no maximum number. ~~The First Directors shall be appointed in writing by a majority of the subscribers of the Memorandum of Association.~~

~~69-62.~~ A Director need not hold any ~~S~~share in the Company.

~~70-63.~~ The remuneration of the Directors shall be such sum or sums as the Company may in ~~G~~general ~~M~~meeting from time to time determine. The Directors shall also be entitled to be paid their reasonable traveling and other expenses incurred in consequence of their attendance at Board Meetings and otherwise in the execution of their duties as Directors. Any ~~R~~resolution of the Board reducing or postponing the time for payment of the Directors remuneration shall bind all the Directors.

~~71-64.~~ The Directors may award special remuneration out of the funds of the Company to any Director going or residing abroad in the interests of the Company, or undertaking any work additional to that usually required of ~~D~~directors of a company similar to ~~this~~the Company.

### Powers of Directors

~~72-65.~~ (a) The business of the Company shall be managed by the Directors, who shall pay all expenses incurred in the formation and registration of the Company, and may exercise all such powers of the Company as are not by the ~~Ordinance~~Statutes or by these Articles required to be exercised by the Company in ~~G~~general ~~M~~meeting, subject, nevertheless, to any regulations of these Articles, to the provisions of the ~~Ordinance~~Statutes, and to such regulations not being inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in ~~G~~general ~~M~~meeting; but no regulation made by the Company in ~~G~~general ~~M~~meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

(b) Without prejudice to the general powers conferred by these Articles and subject to the Statutes and the Listing Rules it is hereby expressly declared that the Directors shall have the following powers:-

(i) To give to any person the right or option of requiring at a future date that an allotment shall be made to him of any ~~S~~share at ~~par or such premium~~such price as may be agreed.

(ii) To give to any Directors, officers or servants of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary and such commission or salary shall be treated as part of the working expenses of the Company.

(iii) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or is allied or associated with the Company or with any such subsidiary company, or who are or were at any time directors or officers of the

Company or of any such other company as aforesaid, and holding or who have held any salaried employment or office in the Company or such other company, and the wives, widows, families and dependants of any such persons. The Board may also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and may make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. The Board may do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

66. Without limiting the generality of Article 65 and Article 127 subject to the provisions of the Ordinance, the Company may purchase and maintain for any Director or officer of the Company, or any person employed by the Company as an auditor - (a) insurance against any liability to the Company, an associated company or any other party in respect of any negligence, default, breach of duty or breach of trust (save for fraud) of which he may be guilty in relation to the Company or an associated company; and (b) insurance against any liability incurred by him in defending any proceedings, whether civil or criminal, taken against him for any negligence, default, breach of duty or breach of trust (including fraud) of which he may be guilty in relation to the Company or an associated company.

#### **Disqualification of Directors**

~~73-67~~ The Office of a Director shall be vacated:-

- (a) If he becomes bankrupt or insolvent or compound with his creditors;
- (b) If he is found lunatic or becomes ~~of unsound mind~~ mentally incapacitated;
- (c) If he be convicted of an indictable offence;
- (d) If, he is requested in writing by all his co-directors to resign;
- (e) If he becomes prohibited from being a Director by reason of any order made under ~~section 208 or 260 of the Ordinance; or~~
- (f) If he gives the Company one month's notice in writing that he resigns his office;

but any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Director's minutes book stating that such Director has ceased to be a Director of the Company.

- ~~74.68.~~ (a) A Director may hold any office of profit under the Company (other than that of Auditor) ~~“in conjunction with the office of Directors,~~ and may enter into contracts or arrangements or ~~having~~have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he or any of his close associates or connected entities is a party or in which he or any of his close associates or connected entities is interested by reason of his being at the same time a Director of the Company, nor shall ~~be he~~ thereby be precluded from voting as a Director provided that such Director discloses to the ~~M~~meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration, the nature and extent of his interest therein; or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next ~~M~~meeting of the Directors held after such interest was acquired. A general notice given to the Directors by a Director to the effect that he is a ~~M~~member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made. Without prejudice to the generality of the foregoing, a Director shall give notice to the Company of such matters relating to himself as may be necessary for the purposes of sections 383, 576 and 641 of the Ordinance.
- (b) Notwithstanding such disclosure is made as contemplated in Article ~~74.68~~(a), a Director shall not vote on any board resolution approving any contract or arrangement or any other proposal in which he or any of his close associates or connected entities has a material interest nor shall he be counted in the quorum present at the meeting, but this prohibition shall not apply to:
- (1) the giving of any security or indemnity either:
    - (a) to the Director or his close associate(s) or connected entities in respect of money lent or obligations incurred or undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries; or
    - (b) to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or his close associate(s) or connected entities has/have himself/themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;
  - (2) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or his close associate(s) is/are or connected entities is/are to be interested as a participant in the underwriting or sub- underwriting of the offer;



- (3) any proposal concerning any other company in which the Director or his associate(s) is/are interested only, whether directly or indirectly, as an officer or executive or shareholder or in which the Director or his close associate(s) or connected entities is/are beneficially interested in shares of that company, provided that the Director and any of his close associates or connected entities are not in aggregate beneficially interested in 5% or more of the issued shares of any class of such company (or of any third company through which his interest or that of his close associates or connected entities is derived) or of the voting rights;
- (4) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including:
- (a) the adoption, modification or operation of any employees' share scheme or any share incentive or share option scheme under which the Director or his close associate(s) may benefit; or
- (b) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to Directors, his close associates and connected entities and employees of the Company or any of its subsidiaries and does not provide in respect of any Director or his associate(s) as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates; and
- (5) any contract or arrangement in which the Director or his close associate(s) and connected entities is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company.

~~75-69.~~ The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as the number of Directors is reduced below the number fixed by or pursuant to the Regulations of the Company as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a ~~G~~general ~~M~~meeting of the Company, but for no other purpose. Any Director so appointed shall hold office only until the next following ~~A~~annual ~~G~~general ~~M~~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 such ~~M~~meeting.

#### Managing Director

~~76-70.~~ The Directors may from time to time appoint one or more of their body to the office of Managing Director or Joint Managing Directors for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed shall, whilst holding that office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be automatically determined if he ceases from any cause to be a Director.

~~77-71.~~ The remuneration of the Managing Director or Managing Directors shall (subject to the provisions of any agreement between him or them and the Company) from time to time be fixed by the Directors, and may be by way of fixed salary, or commission on ~~d~~Dividends, profits or turnover of the Company or of any other company in which the Company is interested, or by participation in any such profits, or by any or all of these modes.

~~78-72.~~ The Directors may from time to time entrust to and confer upon a Managing Director or Joint Managing Directors for the time being such of the powers exercisable under these ~~Presents Articles~~ by the Directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as they think expedient; and they may confer such powers, either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

### Rotation of Directors

~~79-73.~~ Subject to the provisions of these Articles at the ~~A~~annual ~~G~~general ~~M~~meeting in each year one-third of the Directors for the time being, or if their number is not three or a multiple of three, then the number nearest to but not exceeding one-third, shall retire from office. A retiring Director shall retain office until the conclusion of the meeting or adjourned meeting at which he is due to retire.

~~80-74.~~ Subject to the provisions of these Articles and until otherwise determined by the Company by ~~O~~rdinary ~~R~~esolution the Directors to retire in every year shall be the Directors who have been longest in office since their last election or appointment. As between Directors of equal seniority, the Directors to retire shall (unless such Directors of equal seniority shall agree otherwise amongst themselves) be selected from among them by lot. A retiring Director shall be eligible for re-election.

~~81-75.~~ (a) The Company at the ~~O~~rdinary annual ~~G~~general ~~M~~meeting at which any Director retires in manner aforesaid may fill up the vacated office, and may fill up any other offices which may then be vacant, by electing the necessary number of persons, unless the Company shall determine to reduce the number of Directors in office. The Company may also at any ~~E~~xtraordinary ~~G~~eneral ~~M~~meeting, on notice duly given, fill up any vacancies in the office of Directors or appoint additional Directors.

(b) The minimum period required of notice to the Company of the intention to propose a person for election as a Director, and notice to the Company by such person of his willingness to be elected, will be at least seven days and that the period for lodgment of the notices 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.

~~82-76.~~ If at any ~~G~~eneral ~~M~~meeting at which an election of Directors ought to take place, the places of the retiring Directors be not filled up, the retiring Directors, or such of them as have not had their places fill up shall continue in office until the ~~O~~rdinary annual

~~G~~general ~~M~~meeting in the next year, and so on from time to time until their places have been filled up, unless at any such ~~M~~meeting it shall be determined to reduce the number of Directors in office.

#### **~~Variation of Number of Directors~~**

~~83-77.~~ The Company may from time to time in ~~G~~general ~~M~~meeting increase or reduce the number of Directors, and may also determine in what rotation if any such increased or reduced number ~~is of Directors is~~ to go out of office.

~~84-78.~~ The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board. Any person appointed by the Directors to fill a casual vacancy on or as an addition to the Board shall hold office only until the next following annual general meeting of the Company, and shall then be eligible for re-election.

~~85-79.~~ A Director may at any time by notice in writing delivered to the Company at its registered office in Hong Kong or at a meeting of the Board appoint any person to be an alternate ~~(or substitute)~~ Director to act in his place whenever he is abroad or unable to act as a Director and such appointment shall have effect during the continuance in office of such Director; and such appointee, whilst he holds office as an alternate Director, shall be entitled to notice of ~~M~~meetings of the Directors, and to attend and vote thereat in the absence or incapacity of the Director in whose place he is appointed. A Director may at any time in writing revoke the appointment of an alternate appointed by him. An ~~A~~alternate Director shall ipso facto cease to be an ~~A~~alternate Director if his appoint or resumes office or ceases for any reason to be a Director.

~~86-80.~~ The Company may by an ~~O~~rdinary ~~R~~resolution remove any Director (including a managing or other executive director, but without prejudice to any claim for damages under any contract) before the expiration of his period of office, and may by an ~~O~~rdinary ~~R~~resolution appoint another person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed (subject to Article 78).

#### **Proceedings of Directors**

~~87-81.~~ The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their ~~M~~meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum. Questions arising at any ~~M~~meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may at any time summon a ~~M~~meeting of the Directors. Notice of a ~~M~~meeting of Directors need not be given to a Director who is not in Hong Kong.

~~88-82.~~ The Directors may elect a Chairman of their ~~M~~meetings and determine the period for which he is to hold office; ~~if~~. If no such Chairman be elected, or if at any ~~M~~meeting the Chairman be not present within ten minutes after the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such ~~M~~meeting.

~~89-83.~~ A ~~R~~resolution in writing signed by all the Directors for the time being in Hong Kong ~~annexed or attached to the Directors' Minutes Book shall be as effective for all purposes as a Resolution of the Directors passed at a Meeting duly convened, held and constituted.~~ except such as would be unable to vote on such resolution if considered at a meeting of the Directors by reason of having an interest as provided for in Article 68 shall (so long as they constitute a quorum) be as effective for all purposes as a resolution of the Directors passed at a meeting duly convened, held and constituted. A written notification of confirmation of such resolution in writing signed by a Director shall be deemed to be his signature to such resolution in writing for the purposes of this Article. Such resolution in writing may be contained in one document or in several documents in like form, each signed or approved by one or more of the Directors concerned.

~~90-84.~~ The Directors may delegate any of their powers to ~~E~~committees consisting of such one or more of their body as they may think fit. Any ~~E~~committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. The regulations herein contained for the ~~M~~meetings and proceedings of Directors shall, so far as not altered by any regulations made by the Directors, apply also the ~~M~~meetings and proceedings of any ~~E~~committee.

~~91-85.~~ All acts done by any ~~M~~meeting of the Directors or a ~~E~~committee of Directors, or by any persons acting as Directors, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

### General Managers

~~92-86.~~ The Directors may from time to time appoint a General Manager or General Managers of the Company and may fix his or their remuneration either by way of salary or commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes and pay the working expenses of any of the staff of the General Manager or General Managers who may be employed by him or them upon the business of the Company.

~~93-87.~~ The appointment of such General Manager or General 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.

~~94-88.~~ For the purposes of Articles ~~9286~~ and ~~9387~~ ~~hereof~~ the Directors may enter into such Agreement or Agreements with any such General ~~m~~Manager or General 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 or General Managers to appoint an Assistant General Manager or Assistant General Managers or other employees whatsoever under them for the purpose of carrying on the business of the Company.

### Minutes

~~95.89.~~ The Directors shall cause minutes to be made in books provided for the purpose:—

- (a) Of all appointments of officers made by the Directors;
- (b) Of the names of the Directors present at each ~~M~~meeting of the Directors and of any ~~C~~committee of the Directors;
- (c) Of all resolutions and proceedings at all ~~M~~meetings of the Company and of Directors and of ~~Com- mittees~~ committees of Directors-;

~~A~~and any such minutes of the Directors or of the Company, if purporting to be signed by the ~~C~~chairman of such ~~M~~meeting, or by the ~~C~~chairman of the next succeeding ~~M~~meeting, shall be receivable as prima facie evidence of the matters stated in such minutes. Until the contrary is proved, every ~~G~~general ~~M~~meeting of the Company or ~~M~~meeting of the Directors in respect of the proceedings of which the minutes have been so made, shall be deemed to have been duly convened and held, and all proceedings thereat shall be valid.

### ~~The Seal~~Execution of Documents

~~96.90.~~ The Board shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Board previously given, and two Directors or any two persons appointed by the Board shall sign every instrument to which the Seal is affixed but so that the Directors may by resolution determine, either generally or in any particular case, that the signatures of Directors or persons appointed by the Board may be affixed to or reproduced on any document by some mechanical means to be specified in such resolution, or one or more of such signatures may be entirely dispensed with, provided that entirely dispensing with one or more signatures shall only be permitted in connection with the use of the Seal on share certificates or debentures. ~~The Board shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Board previously given, and two Directors of whom one must be either the Chairman of Directors or a Managing Director or any two persons appointed by the Board shall sign every instrument to which the Seal is affixed but so that the Directors may by resolution determine, either generally or in any particular case, that the signatures of either the Chairman of Directors or the Managing Director and the Directors or persons appointed by the Board may be affixed to or reproduced on any document or documents by some mechanical means to be specified in such resolution, or one or more of such signatures may be entirely dispensed with, provided that entirely dispensing with one or more signatures shall only be permitted in connection with the use of the Company's Seal on share Certificates or De- bentures. Every instrument executed in manner provided by this Article shall be deemed to be sealed and executed with the authority of the Directors previously given. Notwithstanding the foregoing, any document executed in accordance with section 127(3) of the Ordinance and expressed (in whatever words) to be executed by~~

the Company shall have the same effect as if it had been executed under seal. Every instrument executed in manner provided by this Article shall be deemed to be sealed and executed with the authority of the Directors previously given.

91. The Company may have a Securities Seal (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 seal is affixed and certificates or other documents shall be valid and deemed to have been sealed and executed with the authority of the Board notwithstanding the absence of any such signature or mechanical reproduction as aforesaid) and an official seal for use abroad under the provisions of the Ordinance where and as the Board shall determine, and the Company may by writing under the Seal appoint any agent or committee abroad to be the duly authorised agents of the Company for the purpose of affixing and using such official seal and may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any such Securities Seal or official seal as aforesaid.

#### **Cheques, etc.**

- ~~97.~~92. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, shall be made, signed, drawn, accepted and endorsed, otherwise executed by any person or persons from time to time authorised by a ~~R~~resolution of the Directors and the signatures of such person or persons may be affixed to or reproduced on such cheques, promissory notes, drafts, bills of exchange, contracts and other negotiable instruments by some mechanical means to be specified in such ~~R~~resolution.

#### **Dividends**

- ~~98.~~93. Subject to the rights of the ~~H~~holders of any ~~S~~shares entitled to any priority, preference, or special privileges, all Dividends shall be declared and paid to the ~~M~~members in proportion to the amounts paid-up on the ~~S~~shares held by them respectively. No amount paid on a ~~S~~share in advance of ~~C~~calls shall, while carrying interests, be treated for the purpose of this Article as paid on the ~~S~~share.
- ~~99.~~94. The Directors may if they think fit from time to time determine the amount of Dividends (if any) to be paid by the Company. If the Directors think fit they may from time to time make a recommendation as to the amount (if any) which they consider ought to be paid by way of Dividend and the Company may thereafter declare the amount of the Dividend to be paid but such Dividend shall not exceed the amount recommended by the Directors.
- ~~100.~~95. No Dividend shall paid otherwise than out of the profits of the Company.
- ~~101.~~96. The Directors may from time to time pay to the ~~M~~members, or any class of ~~M~~members such interim Dividends as appear to the Directors to be justified by the profits of the Company.
- ~~102.~~97. The Directors may deduct from the Dividends payable to any ~~M~~member all such sums of money as may be due from him to the Company on account of ~~C~~calls or otherwise.

- ~~103.98.~~ Notice of any Dividend that may have been declared shall be given to each ~~M~~member in the manner in which notices of ~~G~~eneral ~~M~~meetings are given to the ~~M~~members.
- ~~104.99.~~ The Company may transmit any Dividend ~~or Bonus~~ payable in respect of any ~~S~~share by ordinary post to the registered or other recorded address of the ~~H~~holders or, in the case of joint ~~H~~holders, the first named person in the Register of ~~M~~members in respect of such ~~S~~share (unless ~~h~~at that first named person shall have given written instructions to the contrary) and shall not be responsible for any loss arising in respect of such transmission.
- ~~105.100.~~ No Dividend shall bear interest as against the Company.
- ~~106.101.~~ ~~The Directors may, with the sanction of the Company in Ggeneral Mmeeting, distribute in kind among the Mmembers by way of Dividend any of the assets of the Company, and in particular any Sshares or securities of other companies to which this Company is entitled. Whenever there are sufficient profits, instead of dividing the same in cash the Director may, with the like sanction, issue to the Mmembers Sshares in the Company, and apply the said profits in paying up the same, or may issue to the Mmembers securities of the Company to an amount not exceeding the profits available for distribution; Provided always that no distribution shall be made which would amount to a reduction of Ccapital except in the manner approved by law. Where requisite, a contract shall be filed in accordance with Section 45 of a filing shall be made under the Ordinance, and if relevant the Directors may appoint any person to sign such contract on behalf of the persons entitled to the Dividends, and such appointment shall have effect accordingly. 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 but without prejudice to the generality of the foregoing of paid up shares, debentures or warrants to subscribe securities of any 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 fractional certificates, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend and such appointment shall be effective. Where it is determined by the Board that a contract for allotment is necessary or desirable to give effect to the foregoing provisions or any of them, the Board shall have the power to appoint any person to execute such a contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.~~
- ~~107.102.~~ All Dividends ~~or Bonuses~~ unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefits of the Company until claim and all Dividends ~~or Bonuses~~ unclaimed for six years after having been declared may be forfeited by the Directors for the benefit of the Company.

CAPITALISATION

103. (a) In respect of any Dividend which the Board has resolved to pay or any Dividend declared or sanctioned or proposed to be declared or sanctioned by the Board or by the Company in general meeting, the Board may determine and announce, prior to or contemporaneously with the announcement, declaration or sanction of the Dividend in question:

either

(i) that shareholders entitled thereto will receive in lieu of such Dividend (or such part thereof as the Board may think fit) an allotment of shares credited as fully paid provided that the shareholders are at the same time accorded the right to elect to receive such Dividend (or part thereof as the case may be) in cash in lieu of such allotment. In such case, the following provisions shall apply:

(A) the basis of any such allotment shall be determined by the Board;

(B) the Board, after determining the basis of allotment and notwithstanding that the number of shares to be allotted may not be calculated until after notice to the shareholders has been given as required by the provisions of this sub-paragraph and subject to the provisions of sub-paragraph (D) below, shall give notice in writing to the shareholders of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective which shall be not less than two weeks from the date on which the notice above referred to was despatched to the shareholders;

(C) the right of election accorded to shareholders as aforesaid may be exercised in whole or in part;

(D) the Board may resolve:

(I) that the right of election accorded to shareholders as aforesaid may be exercised so as to take effect on all future occasions (if any) when the Board makes a determination pursuant to sub-paragraph (i) of this paragraph (a) of this Article; and/or

(II) that a shareholder who does not exercise the right of election accorded to him as aforesaid either in whole or in part may notify the Company that he will not exercise the right of election accorded to him in respect of all future occasions (if any) when the Board makes a determination pursuant to sub-paragraph (i) of this paragraph (a) of this Article.



Provided that a shareholder may exercise such election or give such notice in respect of all but not some of the shares held by him and may at any time give seven days' notice in writing to the Company of the revocation of such an election or such a notice which revocation shall take effect at the expiry of such seven days, and until such revocation has taken effect, the Board shall not be obligated to give to such shareholder notice of the right of election accorded to him or send to him any form of election;

(E) the Dividend (or that part of the Dividend in lieu of which an allotment of shares is to be made as aforesaid) shall not be payable in cash on shares in respect whereof the cash election) has not been duly exercised (the "Non-Elected shares") and in lieu thereof shares shall be allotted credited as fully paid to the holders of the Non-Elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserve or reserves or other special account) as the Board may determine, a sum (as may be required) and apply the same in paying up in full the appropriate number of unissued shares for allotment and distribution to and amongst the holders of the Non-Elected shares on such basis;

or

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

(A) the basis of any such allotment shall be determined by the Board;

(B) the Board, after determining the basis of allotment and notwithstanding that the number of shares to be allotted may not be calculated until after notice to the shareholders has been given as required by the provisions of this sub-paragraph and subject to the provisions of sub-paragraph (D) below, shall give notice in writing to the shareholders of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective which shall be not less than two weeks from the date on which the notice above referred to was despatched to the shareholders;

(C) the right of election accorded to shareholders as aforesaid may be exercised in whole or in part;

(D) the Board may resolve:

(I) that the right of election accorded to shareholders as aforesaid may be exercised so as to take effect on all future occasions (if any) when the Board makes a determination pursuant to sub-paragraph (ii) of this paragraph (a) of this Article; and/or

(II) that a shareholder who does not exercise the right of election accorded to him as aforesaid either in whole or in part may notify the Company that he will not exercise the right of election accorded to him in respect of all future occasions (if any) when the Board makes determination pursuant to sub-paragraph (ii) of this paragraph (a) of this Article.

Provided that a shareholder may exercise such election or give such notice in respect of all but not some of the shares held by him and may at any time give seven days' notice in writing to the Company of the revocation of such an election or such a notice which revocation shall take effect at the expiry of such seven days, and until revocation has taken effect, the Board shall not be obliged to give to such member notice of the right of election accorded to him or send to him any form of election;

(E) the Dividend (or that part of the Dividend in respect of which a right of election has been accorded) shall not be payable on shares in respect whereof the share election has been duly exercised (the Elected shares) and in lieu thereof shares shall be allotted credited as fully paid to the holders of the Elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserve or such a sum as may be required in paying up in full the appropriate number of unissued shares for allotment and distribution to and amongst the holders of the Elected shares on such basis;

(b) The shares allotted pursuant to the provisions of paragraph (a) of this Article shall rank pari passu in all respects with the fully paid shares then in issue save only as regards participation:

(i) in the relevant Dividend (or the right to receive or to elect to receive an allotment of shares in lieu thereof as aforesaid); or

(ii) in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant Dividend.

unless, contemporaneously with the announcement by the Board of its proposal to apply the provisions of sub-paragraph (i) or (ii) of paragraph (a) of this Article in relation to the relevant Dividend or contemporaneously with their announcement of

the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of paragraph (a) of this Article shall rank for participation in such distribution, bonus or rights.

- (c) The Board may do all acts and things it considers necessary or expedient to give effect to any capitalisation pursuant to the provisions of this Article with full power to the Board to make such provisions as they think fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned). The Board may authorise any person to enter into on behalf of all members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.
- (d) The Company may upon the recommendation of the Board by ordinary resolution resolve in respect of any particular Dividend of the Company that notwithstanding the provisions of paragraph (a) of this Article that Dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid-up without offering any right to shares to elect such Dividend in cash in lieu of such allotment.
- (e) The Board may on any occasion when it makes a determination pursuant to paragraph (a) of this Article, resolve that no allotment of shares or rights of election for shares to be issued pursuant to such determination shall be made available or made to any shareholders with registered addresses in any particular territory or territories or to a Depository where the allotment of shares or the circulation of an offer of such rights of election would or might, in the opinion of the Board, be unlawful or would or might, in the opinion of the Board, be unlawful in the absence of a registration statement or other special formalities, and in such event the provision aforesaid shall be read and construed subject to such resolution and the only entitlement of shareholders in any such territory or territories shall be to receive in cash the relevant Dividend resolved to be paid or declared. “Depository” means a custodian or other person (or a nominee for such custodian or other person) appointed under contractual arrangements with the Company or other arrangements approved by the Board whereby such custodian or other person or nominee holds or is interested in shares of the Company or rights or interests in shares of the Company and issues securities or other documents of title or otherwise evidencing the entitlement of the holder thereof to or to receive such shares, rights or interests, provided and to the extent that such arrangements have been approved by the Board for the purpose of these Articles and shall include, where approved by the Board, the trustees (acting in their capacity as such) of any employees’ share scheme established by the Company or any other scheme or arrangements principally for the benefit of employees of the Company and/or its subsidiaries which have been approved by the Board.

- (f) The Board may at any time resolve to cancel all (but not some only) of the elections made and the notices given by the shareholders pursuant to sub-paragraphs (i)(D) and (ii)(D) of paragraph (a) of this Article by giving seven clear days' notice in writing to the relevant shareholders.
- (g) The Board may on any occasion determine that rights of election under paragraph (a) of this Article shall not be made available to shareholders who are registered in the Register, or in respect of shares the transfer of which is registered, after a date fixed by the Board and in such event the provisions aforesaid shall be read and construed subject to such determination.

#### Untraceable Members

- ~~108. (a) If a dividend warrant for any share is left uncashed on two consecutive occasions or if such a warrant is returned undelivered to the Company, the Directors may determine to cease sending dividend warrants to the Members holding such share.~~
- ~~(b) The Directors may determine to sell the shares of a Member who is untraceable if:~~
- ~~(i) during a period of twelve years at least three dividends in respect of the shares in question have become payable and no dividend during that period has been claimed; and~~
- ~~(ii) on expiry of the twelve years the Company gives notice of its intention to sell the shares by way of an advertisement published in the newspapers and notifies The Stock Exchange of Hong Kong Limited of such intention.~~

104. (A) The Company may sell any share if:

- 1-(i) all cheques or warrants, being not less than three in total number, for any sum payable in cash to the holder of such share in respect of them sent during the relevant period in the manner authorised by these Articles have remained uncashed;
- (ii) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the member who is the holder of such share or of a person entitled to such share by death, bankruptcy or operation of law;
- (iii) the Company has caused an advertisement to be inserted in at least one English language newspaper or publication and in Chinese in at least one Chinese language newspaper or publication, being in each case a newspaper or publication specified in the list thereof issued and published in the Gazette for the purposes of section 203 of the Ordinance giving notice of its intention to sell the share and a period of three months has elapsed since the date of such advertisement; and
- (iv) the Company has notified the Stock Exchange of its intention to sell such share.

- 2.(B) For the purpose of the foregoing, the “relevant period” means the period commencing twelve years before the date of publication of the advertisement referred to in paragraph (A)(iii) above and ending at the expiry of the period referred to in that paragraph.
- (C) 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 Board determines, based upon advice from such bankers, brokers or other persons as the Board considers appropriate consulted by it for the purposes, 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 Board shall not be liable to any person for any of the consequences of reliance on such advice.
- (D) To give effect to any such sale pursuant to this Article the Board may authorise any person to transfer the said shares and the instrument of transfer signed or otherwise executed by or on behalf of such person shall be as effective as if it had been executed by the registered holder or the person entitled by transmission to such shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of the sale will belong to the Company and, upon receipt by the Company of such proceeds, it shall become indebted to the former shareholder for an amount equal to such net proceeds. No trusts shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any money earned from the net proceeds, which may be employed in the business of the Company or as it thinks fit.
- (E) 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 Article 104(A) 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 shareholder holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

#### **Reserve Fund**

~~105.~~ Before determining or recommending a Dividend, the Directors may set aside any part of the net profits of the Company to a Reserve Fund, and may apply the same either by employing it in the business of the Company or by investing it in such manner (subject to Article 3 hereof) as they shall think fit and the income arising from such Reserve Fund shall be treated as part of the gross profits of the Company. Such Reserve Fund may be applied in any manner permitted by the Statutes, including but not limited to for the purpose of maintaining the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance fund, equalising Dividends, paying special Dividends or Bonuses, or for any other purposes for which the net profits of the Company may lawfully be used, and until the same shall be so applied it shall be deemed

to remain undivided profit. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to divide or to place to reserve.

110. (a) ~~If, 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 applicable under the terms and conditions of the warrants, would reduce the subscription price to below the par value of a share, then the following provision shall apply:-~~
- ~~(1) 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 Right Reserve") the amount of which shall at no time be less than the sum which for the time being would be required to be capitalized 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 (3) below on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Right Reserve in paying up in full such difference in respect of such additional shares as and when the same are allotted;~~
  - ~~(2) the Subscription Right Reserve shall not be used for any purpose other than that specified above unless all other reserves of the Company (other than share premium account and capital redemption reserve fund) have been extinguished and will then only be used to make good losses of the Company if and so far as is required by law;~~
  - ~~(3) 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 for the sum standing to the credit of the Subscription Right Reserve as is required to pay up in full such additional nominal amount of shares shall be capitalized 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 holder;~~

- ~~(4) If upon the exercise of the subscription rights represented by any warrant the amount standing to the credit of the Subscription Right 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 then no dividend or other distribution shall be paid or made on the fully paid shares of the Company then in issue. Pending such payment up and allotment, the exercising warrant holder 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 are 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;~~
- ~~(b) 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. Notwithstanding anything contained in paragraph (1) of this Article, no fraction of any 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 provisions applicable under the terms and conditions of the warrants or, in the absence of any such provisions, pursuant to paragraph (c) of this Article.~~
- ~~(c) A certificate or report by the Auditors as to whether or not the Subscription Right 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 Right 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 exercising warrant holders credited as full paid, and as to any other matter concerning the Subscription Right Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrant holders and shareholders.~~

### Accounts

~~106.~~ The Directors shall cause true accounts to be kept-

- (a) Of all sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place;
- (b) Of all sales and purchases of property, goods and chattels by the Company;
- (c) Of the assets and liabilities of the Company.

~~107.~~ The ~~B~~books of ~~A~~account shall be kept at the ~~R~~registered Office of the Company ~~or such other place~~ in Hong Kong that the Directors may determine and shall always be open to the inspection of the Directors. The Directors may from time to time by ~~R~~resolution determine whether and to what extent, and at what times and places in Hong Kong and on what conditions the books and accounts of the Company, or any of them shall open to the inspection of the ~~M~~members (not being Directors) and the ~~M~~members shall have only such rights of inspection as are given to them by the Listing Rules, Ordinance~~the Statutes~~ or by such ~~R~~resolution as aforesaid.

~~113.~~ At the Ordinary General Meeting in every year the Directors shall lay before the Company a Profit and Loss Account for the period since the preceding account or (in the case of the first Ordinary General Meeting) since the incorporation of the Company, made up to a date not more than nine months before such Meeting.

~~114.~~ A Balance Sheet shall be made out and laid before the Company at the Ordinary General Meeting in every year, as at the date to which the Profit and Loss Account is made up. There shall be attached or annexed to each such Balance Sheet such documents as are required by law to be attached or annexed thereto, including the Auditors' Reports and a Report of the Directors with respect to the state of the Company's affairs, the amount (if any) which the Directors recommend should be paid by way of Dividend, and the amount (if any) which they propose to carry to the Reserve Fund, General Reserve, or Reserve Account shown specifically on the Balance Sheet or to be shown specifically on a subsequent Balance Sheet. The Auditors' Report shall be read at the Meeting and shall be open to inspection as required by Section 128 of the Ordinance.

~~115.~~ A copy of the Balance Sheet and Reports and such other documents as aforesaid shall, not less than twenty one days previously to the Meeting at which such Balance Sheet, Reports, and documents are to be laid before the Company as aforesaid, be served on every Member entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served.

108. (a) The Directors shall, from time to time, in accordance with the Ordinance, cause to be prepared and to be laid before the Company in annual general meeting the relevant reporting documents required by the Ordinance. The Directors may also cause to be prepared a summary financial report if they think fit, which may be provided to



members and/or debenture holders instead of the relevant reporting documents in circumstances permitted by the Statutes, the Listing Rules and any other applicable laws, rules and regulations.

(b) Subject to paragraph (c) below, a copy of the relevant reporting documents or the summary financial report as the case may be shall, not less than 21 days before the meeting, be delivered or sent by post to the registered address of every member and debenture holder of the Company, or in the case of a joint holding to the member or debenture holder (as the case may be) whose name stands first in the appropriate Register in respect of the joint holding. No accidental non-compliance with the provisions of this Article shall invalidate the proceedings at the meeting.

(c) Where a member or debenture holder of the Company has, in accordance with the Statutes and the Listing Rules consented to treat the publication of the relevant reporting documents and/or the summary financial report on the Company's computer network or website as discharging the Company's obligation under the Ordinance to send a copy of the relevant reporting documents and/or the summary financial report, then subject to compliance with the Ordinance, the Listing Rules and any other applicable laws, rules and regulations, publication by the Company on the Company's computer network or website of the relevant reporting documents and/or the summary financial report at least 21 days before the date of the meeting shall, in relation to each such member or debenture holder of the Company, be deemed to discharge the Company's obligations under paragraph (b) above.

109. Every financial statement audited by the Company's Auditors and laid before its annual general meeting shall after such meeting be conclusive except as regards any error discovered therein within three months thereafter. Whenever any such error is discovered within that period, it shall forth-with be corrected, and the financial statement amended in respect of the error shall be conclusive.

#### **Auditors**

~~110.~~ Auditors shall be appointed and their duties regulated in the manner provided by the Ordinance.

111. Subject as otherwise provided by the 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 Board.

~~117. A notice may be served by the Company upon any Member either personally or by sending it through the post addressed to such Member at his registered address or by advertisement in one or more newspaper circulating in the Hong Kong.~~

- ~~118. Any Member whose registered address is not within Hong Kong may by notice in writing require the Company to register an address with Hong Kong which, for the purpose of the service of notices, shall be deemed to be his registered address. However, this will not prohibit the Member who has no registered address within Hong Kong, and has not given notice as aforesaid to receive any notice from time to time given by the Company.~~
- ~~119. Any notice sent by post shall be deemed to have been served at the expiration of twenty-four hours after the same shall have been posted; and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and put into the post office.~~

### Notices

112. (A) Subject to Article 114 any notice, document or other publication by the Company (including any “corporate communication” as defined in the Listing Rules) may be given or issued:
- (i) by serving it personally on the relevant person;
  - (ii) by sending it through the post in a prepaid envelope or wrapper addressed to a member at his registered address as appears in the Register (or in the case of another person, to such address as he may provide under Article 114);
  - (iii) by delivering or leaving it at such address as aforesaid;
  - (iv) by advertisement in English in at least one English language newspaper or publication and in Chinese in at least one Chinese language newspaper or publication, being in each case a newspaper or publication specified in the list thereof issued and published in the Gazette for the purposes of section 203 of the Ordinance for such period as the Board may think fit;
  - (v) by sending or transmitting it as an Electronic Communication to the relevant person at such electronic address as he may provide under Article 114 subject to the Company complying with the Statutes with regard to any requirements for the obtaining of consent (or deemed consent) from such person;
  - (vi) by publishing it on the Company’s website to which the relevant person may have access, subject to the Company complying with the Statutes and the Listing Rules with regard to any requirements for the obtaining of consent (or deemed consent) from such person and/or for giving notification to any such person stating that the notice, document or publication is available on the Company’s website (a “Notice of Publication”); or
  - (vii) by sending or otherwise making it available to such person through such other means to the extent permitted by and in accordance with the Listing Rules and/or Statutes.

- (B) Any Notice of Publication may be given or issued by any of the means mentioned in Article 112 (A) other than the means specified in paragraph (vi) thereof.
113. All notices required to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.
114. Every member of and holder of debentures of the Company or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Articles shall register with the Company an address either in Hong Kong or elsewhere and/or an electronic address to which notices can be served upon him and if any such person shall fail to do so, notice may be served on such person by sending the same in any of the manners mentioned to his last-known registered address or electronic address or, if there is none, a notice displayed in the Office, which shall be deemed to be served on him at the time when it is first so displayed.
115. A member shall cease to be entitled to receive notices from the Company if:
- (i) the Company sends 2 consecutive documents to the member in a period of at least 12 months; and
  - (ii) each of those documents is returned undelivered, or the Company receives notification that it has not been delivered.
116. A member who has ceased to be entitled to receive notices from the Company becomes entitled to receive those notices again by sending to the Company:
- (i) an address to be recorded in the register of members; or
  - (ii) if the member has agreed that the Company should use a means of communication other than sending things to such address, the information that the Company needs to use that means of communication effectively.
117. Any notice, document or other publication (including any “corporate communication” as defined in the Listing Rules) given or issued by or on behalf of the Company:
- (i) if served by post, shall be deemed to have been served or delivered on the second business day following the day on which the envelope or wrapper containing the same is put into a post office situated within Hong Kong and in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice, document or publication was properly addressed, prepaid and put into such post office and a certificate in writing signed by the Company secretary, the Registrar or other officer of the Company that the envelope or wrapper containing the notice, document or publication was so addressed, prepaid and put into the post office shall be conclusive evidence thereof;

- (ii) if sent or transmitted as an Electronic Communication, shall be deemed to have been served at the time when the notice, document or publication is transmitted electronically provided that no notification that the Electronic Communication has not reached its recipient has been received by the sender, except that any failure in transmission beyond the sender's control shall not invalidate the effectiveness of the notice, document or publication being served;
- (iii) if published on the Company's website, shall be deemed to have been served on the day on which the notice, document or publication first so appears on the Company's website to which the relevant person may have access or the day on which the Notice of Publication is deemed to have been served or delivered to such person under these Articles, whichever is later;
- (iv) if served or delivered in person, shall be deemed to have been served or delivered at the time of personal service or delivery and in proving such service or delivery, a certificate in writing signed by the Company Secretary, the Registrar or other officer of the Company that the notice, document or publication was so served or delivered shall be conclusive evidence of the service or delivery; or
- (v) if published as an advertisement in a newspaper or other publication permitted under Article 112(A)(iv) shall be deemed to have been served on the day on which the advertisement first so appears.
118. Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which, previously to his being entered in the Register as the registered holder of such share, shall have been duly given to the person from whom he derives title to such share.
119. Subject to any applicable laws, rules and regulations and the terms of these Articles, any notice, document or publication and any "corporate communication" as defined in the Listing Rules, may be given in the English language only, in the Chinese language only or in both the English language and the Chinese language.
120. Any notice or document served in accordance with these Articles shall, notwithstanding such member be then deceased or bankrupt, and whether or not the Company has notice of his decease or bankruptcy, be deemed to have been duly served in respect of any shares held by such member, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his executors, administrators or assigns and all persons (if any) jointly interested with him in any such share.
121. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper, addressed to the Company or to such officer at the Office.

122. The signature to any notice to be given by the Company may be written, typed, printed or made electronically.
123. Subject to any special provisions contained in these Articles or in the Statutes, all notices required to be given by advertisement shall be advertised in accordance with the Listing Rules.

### LIQUIDATION

124. 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 number of 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.
125. If the Company shall be wound up, the liquidator (whether voluntary or official) may, with the sanction of a special resolution, divide among the members in specie or kind the whole or any part of the assets of the Company or vest any part of the assets of the Company in trustees upon such trusts for the benefit of the members or any of them as the resolution shall provide. Any such resolution may provide for and sanction a distribution of any specific assets amongst different classes of members otherwise than in accordance with their existing rights, but each member shall in that event have a right of dissent and other ancillary rights in the same manner as if such resolution were a special resolution passed pursuant to section 237 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance.
126. In the event of a winding-up of the Company in Hong Kong, every member of the Company who is not for the time being in Hong Kong shall be bound, within fourteen days after the passing of an effective resolution to wind up the Company voluntarily, or 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 judgements 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 AND INSURANCE

127. To the fullest extent permitted by law and subject to the Statutes and Listing Rules, the Company:

- (a) shall indemnify (on a full indemnity basis) every current and former director, secretary, officer and employee of the Company and their heirs, executors or administrators against any liability to the Company or its associated company that attaches to him in his current or former capacity as a director, secretary, officer or employee of the Company or a related company otherwise than by virtue of any rule of law and of which he may be guilty in relation to the Company or a related company;
- (b) shall indemnify (on a full indemnity basis) every current and former director, secretary, officer and employee of the Company and their heirs, executors or administrators against any liability to a party other than the Company or its associated company that attaches to him in his current or former capacity as a director, secretary, officer or employee of the Company or its associated company;
- (c) shall indemnify (on a full indemnity basis) every current and former director, secretary, officer and employee of the Company and their heirs, executors or administrators against any liability that attaches to him in his current or former capacity as a director, secretary, officer or employee of the Company or its associated company:
  - (i) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted; and
  - (ii) in connection with any application under section 903 or 904 of the Ordinance in which relief is granted to him by the court;
- (d) may, subject to and in accordance with sections 500 to 504 of the Ordinance, advance monies to a Director and his heirs, executors or administrators for the costs, charges and expenses he may incur for the purposes of the Company or its associated company or for the purpose of enabling him to properly perform his or her duties as a director of the Company or its associated company:
  - (i) in defending any proceedings, whether civil or criminal, taken against him alleging a liability to a party other than the Company or its associated company incurred by him in his capacity as a director of the Company or its associated company, on condition that the monies shall be repaid to the Company if any allegation of fraud or dishonesty is proved against him; and
  - (ii) in responding to any formal or official investigation, examination or inquiry into the Company or its associated company in his capacity as a director of the Company or its associated company, on condition that the monies shall be

repaid to the Company if he is found guilty of any negligence, default, breach of duty or breach of trust in relation to the Company or its associated company as a result of that investigation, examination or inquiry;

(e) may advance monies to a former Director or a current or former secretary, officer or employee of the Company (but not a Director, except as provided for in paragraph (d) of this Article) and their heirs, executors or administrators for the costs, charges and expenses he may incur:

(i) in defending any proceedings, whether civil or criminal, taken against him alleging a liability incurred by him in his capacity as a former director or current or former secretary, officer or employee of the Company or its associated company (but not as a Director, except as provided for in clause (d) of this Article), on condition that the monies shall be repaid to the Company if he is found guilty of any negligence, default, breach of duty or breach of trust in relation to the Company or its associated company; and

(ii) in responding to any formal or official investigation, examination or inquiry into the Company or its associated company in his capacity as a former director or current or former secretary, officer or employee of the Company or a related company (but not as a Director, except as provided for in clause (d) of this Article), on condition that the monies shall be repaid to the Company if he is found guilty of any negligence, default, breach of duty or breach of trust in relation to the Company or its associated company as a result of that investigation, examination or inquiry; and

(f) may purchase and maintain for any current or former director, secretary, officer and employee of the Company insurance against any liability actually or allegedly incurred by him in his current or former capacity as a director, secretary, officer or employee of the Company or its associated company.

128. Without prejudice to the generality of the indemnity available under Article 127 every current and former director, secretary, officer or employee of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay, all costs, charges, expenses, losses and liabilities which may attach to any current or former director, secretary, officer or employee of the Company or which he may sustain or incur or become liable for by reason of any contract entered into, or act or thing done by him in his capacity as a director, secretary, officer or employee of the Company or its associated company, or in any way in the discharge of his duties, including travelling expenses.

129. The amount required to pay any indemnity available under Articles 127 and 128 shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

130. Subject to the provisions of the Ordinance, any person who is a current or former director, secretary, officer or employee of the Company shall not be liable (except in consequence of his own fraud or dishonesty) for the acts, receipts, neglects or defaults of any other

current or former director, secretary, officer or employee of the Company or for any losses or expenses incurred by the Company through the insufficiency or deficiency of title to any property acquired by order of the current or former directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects of the Company shall be deposited or for any loss occasioned by any error of judgement, omission, default or oversight on their or his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in his current or former capacity as a director, secretary, officer or employee of the Company or a related company.

131. In Articles 127 and 128:

“capacity as a director, secretary, officer or employee of an associated company” means a liability attaching to a Director, Secretary, officer or employee of the Company arising solely from his acting, at the Company’s specific written request (but not otherwise) in the capacity of director, secretary, officer or employee of a related company.

“employee” means an employee of the Company acting in a managerial or supervisory capacity;

132. In clause (e) of Article 127 only, references to a “director” shall include references to (i) the spouse, (ii) any child or step-child of such director (legitimate or otherwise) under the age of 18 years, (iii) a person acting in his capacity as the trustee (other than a trustee under an employees’ share scheme or a pension scheme) of any trust the beneficiaries of which include the director, his spouse or any of his children or step children or the terms which confer a power on the trustees that may be exercised for the benefit of the director, his spouse or any of his children or step-children, and (iv) a person acting in his capacity as partner of that director or of his spouse, child or step-child, or of any trustee referred to in (iii) above.

133. These Articles do not authorise any indemnity that would be prohibited or rendered void by any applicable law.

#### DESTRUCTION OF DOCUMENTS

134. Subject to the Ordinance, the Company may destroy.

(a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;

(b) any Dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two years from the date on which such mandate, variation, cancellation or notification was recorded by the Company;



(c) any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration; and

(d) any other document, on the basis of which any entry in the Register is made, at any time after the expiry of six years from the date on which an entry in the register was first made in respect of it;

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

(i) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;

(ii) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of provision (i) above are not fulfilled; and

(iii) references in this Article to the destruction of any document include reference to its disposal in any manner.

#### Discovery of Secrets

~~120-135~~ No ~~M~~member shall be entitled to require or receive any information concerning the business, trading or customers of the Company, or any trade secret or secret process of or used by the Company, beyond such information as to the accounts and business of the Company as is by these ~~Present~~s ~~A~~rticles or by the Ordinance directed to be laid before the Company in ~~G~~eneral ~~M~~meeting, and no ~~M~~member shall be entitled to inspection or any of the books, papers, correspondences, or documents of the Company except in-so-far as such inspection is authorised by these ~~Present~~s ~~A~~rticles or by the Ordinance.

#### Arbitration

~~121.~~ If and whenever any difference shall arise between the Company and any of the Members or their respective representatives touching the construction of any of the Articles herein contained, or any act, matter or thing made or done, or to be made or done, or omitted, or in regard to the rights and liabilities arising hereunder, or arising out of the relation existing between the parties by reason of these ~~Present~~s or of the Ordinance, such difference shall be forthwith referred to two Arbitrators - one to be appointed by each party in difference - or to an Umpire to be chosen by the Arbitrators before entering on the consideration of the matters referred to them, and every such reference shall be conducted in accordance with the provisions of the ~~Arbitration Ordinance~~.

**Winding-Up**

~~122. If the Company shall be wound up, the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: First in repaying to the Members the amounts paid up on the shares held by them respectively; and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.~~

~~123.136. In a winding-up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability. 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 number of 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.~~

137. If the Company shall be wound up, the liquidator (whether voluntary or official) may, with the sanction of a special resolution, divide among the members in specie or kind the whole or any part of the assets of the Company or vest any part of the assets of the Company in trustees upon such trusts for the benefit of the members or any of them as the resolution shall provide. Any such resolution may provide for and sanction a distribution of any specific assets amongst different classes of members otherwise than in accordance with their existing rights, but each member shall in that event have a right of dissent and other ancillary rights in the same manner as if such resolution were a special resolution passed pursuant to section 237 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance.

138. In the event of a winding-up of the Company in Hong Kong, every member of the Company who is not for the time being in Hong Kong shall be bound, within fourteen days after the passing of an effective resolution to wind up the Company voluntarily, or 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 judgements 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.

#### Capitalization of Profits

~~124. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of the Profit and Loss Account or otherwise available for distribution and not required for the payments or provision of the fixed Dividend on any shares (if any) entitled to fixed preferential Dividends, and accordingly that such sums be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of Dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or Debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such Resolution:~~

~~Provided that a share Premium Account and a Capital Redemption Reserve Fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid Bonus Shares.~~

~~125. Whenever such a Resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares or Debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or Debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all Members entitled thereto into an agreement with the Company providing for the allotment to the shareholders respectively, credited as fully paid up, of any further shares or Debentures to which they may be entitled on such capitalization, or, as the case may require for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.~~

**Names, Addresses and Descriptions of Subscribers**

~~(Sd.) K. S. CH ENG  
(CHENG KWEI SHENG 鄭桂生)  
No. 46, Magazine Gap Road,  
Hong Kong.  
Merchant~~

~~(Sd.) K. L. KUNG  
(KUNG KA LUEN 龔家麟)  
Flat 6D, Garden Mansion,  
No. 154, Austin Road,  
Kowloon.  
Merchant~~

~~Dated the 22nd day of November, 1972.~~

~~WITNESS to the above signatures:~~

~~(Sd.) VINCENT CHEUNG  
Solicitor,  
Hong Kong~~



遠東控股國際有限公司

**Far East Holdings International Limited**

*(Incorporated in Hong Kong with limited liability)*

**(Stock Code: 36)**

## NOTICE OF ANNUAL GENERAL MEETING

**NOTICE IS HEREBY GIVEN THAT** the annual general meeting (the “**AGM**”) of Far East Holdings International Limited (the “**Company**”) will be held at 3/F, Nexxus Building, 77 Des Voeux Road Central, Hong Kong on Monday, 5 June 2017 at 11:00 a.m. for the following purposes:

1. To receive and consider the audited consolidated financial statements of the Company and its subsidiaries (collectively, the “**Group**”) and the reports of the directors and the auditor of the Company for the year ended 31 December 2016.
2. 2.1 To re-elect the following directors of the Company (the “**Directors**”), each as a separate resolution:
  - (a) Mr. Fok Chi Tak; and
  - (b) Ms. Kwan Shan.
- 2.2 To authorise the board of Directors (the “**Board**”) to fix the remuneration of the Directors.
3. To re-appoint Deloitte Touche Tohmatsu as auditor of the Company and to authorise the Board to fix its remuneration.

As special businesses, to consider and, if thought fit, pass the following resolutions, with or without amendments, as ordinary resolutions:

4. **“THAT**

- (a) subject to paragraph (b) below, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to purchase its own shares on The Stock Exchange of Hong Kong Limited (the **“Stock Exchange”**) or on any other stock exchange on which the securities of the Company may be listed and recognised by The Securities and Futures Commission of Hong Kong (the **“SFC”**) and the Stock Exchange for this purpose, subject to and in accordance with all applicable laws and the rules and regulations of the SFC, the Stock Exchange or of other stock exchange as amended from time to time, be and is hereby generally and unconditionally approved;
- (b) the maximum number of shares of the Company (**“Shares”**) to be repurchased by the Company pursuant to the approval in paragraph (a) above shall not exceed 10% of the number of issued Shares at the date of the passing of this resolution, and the said approval shall be limited accordingly; and
- (c) for the purpose 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 revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting.”

## 5. “THAT

- (a) subject to paragraph (c) below, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to allot, issue and deal with additional Shares and to make or grant offers, agreements and options (including bonds, warrants and debentures convertible into Shares) which might require the exercise of such powers, subject to and in accordance with all applicable laws, be and is hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) above, shall be in addition to any other authorisation given to the Directors and shall authorise the Directors during the Relevant Period (as hereinafter defined) to make or grant offers, agreements and options (including bonds, warrants and debentures convertible into Shares) which might require the exercise of such powers after the end of the Relevant Period (as hereinafter defined);
- (c) the total number of Shares allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) by the Directors pursuant to the approval granted in paragraph (a) above, otherwise than pursuant to (i) a Rights Issue (as hereinafter defined); or (ii) the exercise of any option under the Share Option Scheme (as hereinafter defined) of the Company; or (iii) the exercise of rights of conversion under the terms of any securities which are convertible into Shares or warrants to subscribe for Shares; and/or (iv) any scrip dividend or other similar arrangement providing for the allotment of Shares in lieu of the whole or part of a dividend on Shares pursuant to the articles of association of the Company, shall not exceed 20% of the number of issued Shares at the date of the passing of this resolution and the approval in paragraph (a) of this resolution shall be limited accordingly; and
- (d) for the purpose 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 revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting;

“**Rights Issue**” means an offer of Shares open for a period fixed by the Directors to holders of Shares on the register of shareholders of the Company on a fixed record date in proportion to their then holdings of such Shares

(subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of any relevant jurisdiction, or the requirements of any recognised regulatory body or any stock exchange applicable to the Company); and

“**Share Option Scheme**” means a share option scheme or similar arrangement for the time being, as varied from time to time, adopted for the grant or issue of Shares or rights to acquire Shares.”

6. “**THAT** conditional upon the passing of resolutions 4 and 5 set out in the notice convening this meeting, the general mandate granted to the Directors to allot, issue and deal with additional Shares pursuant to resolution 5 set out in the notice convening this meeting be and is hereby extended by the addition thereto of such number of Shares repurchased by the Company under the authority granted pursuant to resolution 4 set out in the notice convening this meeting.”

As special businesses, to consider and, if thought fit, pass the following resolutions, with or without amendments, as special resolution:

#### SPECIAL RESOLUTION

7. “**THAT** the proposed new Articles of Association of the Company, a copy of which is marked “A” and produced to this meeting and for the purpose of identification signed by the chairperson of this meeting, be and are hereby approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Memorandum and Articles of Association of the Company with immediate effect.”

By Order of the Board  
**Far East Holdings International Limited**  
**Yu Pak Yan, Pete**  
*Executive Director*

Hong Kong, 28 April 2017



*Notes:*

- (a) A shareholder entitled to attend and vote at the AGM is entitled to appoint one or more than one proxy to attend and vote on his/her behalf. A proxy need not be a shareholder of the Company.
- (b) Where there are joint registered holders of any Share, any one of such persons may vote at the AGM, either personally or by proxy, in respect of such Share as if he were solely entitled thereto, but if more than one of such joint holders is present at the AGM personally or by proxy, that one of the said persons so present whose name stands first on the register of shareholders of the Company shall, in respect of such Share, be entitled alone to vote in respect thereof.
- (c) In order to be valid, the instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed must be lodged at the Company's share registrar and transfer office, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as soon as possible and in any event not later than 48 hours before the time appointed for holding of the AGM or the adjourned meeting (as the case may be).
- (d) To ascertain shareholders' eligibility to attend and vote at the AGM, the register of members of the Company will be closed from 31 May 2017 to 5 June 2017 (both days inclusive), during which period no transfer of Shares in the Company will be effected. In order to qualify for entitlement to attend and vote at the AGM, all transfer documents, accompanied by the relevant share certificates, must be lodged with the Company's share registrar and transfer office, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17 Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not later than 4:30 p.m. on 29 May 2017.
- (e) Completion and return of the form of proxy will not preclude a shareholder from attending and voting in person at the AGM, if he/she so wishes. If such shareholder does so, his/her form of proxy will be deemed to have been revoked.
- (f) Each of the resolutions set out in this notice will be voted by way of a poll.