

ARTICLES OF ASSOCIATION

OF

TUNGTEX (HOLDINGS) COMPANY LIMITED
(同得仕(集團)有限公司)

(As adopted by Special Resolution passed on 28th August, 2015)

Incorporated the 21st day of July, 1987

HONG KONG

No. 193671
編號

(COPY)

CERTIFICATE OF INCORPORATION
公司註冊證書

I HEREBY CERTIFY that
本人茲證明

TUNGTEX (HOLDINGS) COMPANY LIMITED
(同得仕(集團)有限公司)

is this day incorporated in Hong Kong under the Companies Ordinance, and that this
於本日在香港依據公司條例註冊成為有限公司。
Company is limited.

Given under my hand this Twenty-first day of July, One Thousand Nine Hundred and
簽署於一九八七年七月二十一日。
Eighty-seven.

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

THE COMPANIES ORDINANCE (CHAPTER 622)

Public Company Limited by Shares

ARTICLES OF ASSOCIATION
(As adopted by special resolution passed on 28th August, 2015)
OF
TUNGTEX (HOLDINGS) COMPANY LIMITED
(同得仕(集團)有限公司)

Preliminary

1. The regulations in Schedule 1 (Model Articles for Public Companies Limited by Shares) to the Companies (Model Articles) Notice (L.N. 77 of 2013) shall not apply to the Company.
2. The name of the Company is Tungtex (Holdings) Company Limited (同得仕(集團)有限公司).
3. The liability of the members is limited.
4. The liability of the members is limited to any amount not paid up on the shares held by the members.
5. In these Articles, unless the subject or context otherwise requires:–

“Articles” means the Articles of Association of the Company for the time being in force;

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

“Chairman” means the chairman presiding at any meeting of the Members or class of Members or the Directors;

“Company” means Tungtex (Holdings) Company Limited (同得仕(集團)有限公司);

“Directors” means the board of directors from time to time of the Company or (as the context may require) the majority of Directors present and voting at a meeting of the directors and
“Director” means any member of the board of Directors aforesaid;

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

“fully paid up” means the price at which the share was issued has been paid up in full to the Company;

“in electronic form” shall have the meaning given to it in section 2(4)(b) of the Ordinance;

“in writing” or “written” shall, unless the contrary intention appears, be construed as including printing, lithography, photography, typewriting and every other means of representing or reproducing words or figures in a visible form;

“the Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and any amendments thereto from time to time;

“issue price” means the price at which a share is or was issued;

“Member” or “Shareholder” means a person who is registered as the holder of shares in the capital of the Company;

“mental incapacity” shall have the meaning given to it in section 2(1) of the Mental Health Ordinance (Chapter 136 of the Laws of Hong Kong), and “mentally incapacitated” shall be construed accordingly;

“Month” means calendar month;

“Office” means the registered office for the time being of the Company;

“Ordinance” means the Companies Ordinance (Cap. 622) as modified from time to time and includes every other ordinance incorporated therewith or substituted therefor and in the case of any such substitution the references in the Articles to the provisions of the Ordinance shall be read as references to the provisions substituted therefor in the new Ordinance;

“paid up” or “paid” includes credited as paid up or paid;

“Register” means the register of Members to be kept pursuant to the Ordinance;

“Seal” means the common seal of the Company and includes, unless the context otherwise requires, any securities/official seal that the Company may have as permitted by the Articles and the Ordinance;

“Secretary” includes any person appointed to perform for the Company the duties of a company secretary, including any duly appointed assistant secretary;

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

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

“Year” means calendar year.

Words denoting the singular include the plural and vice versa. Words importing any gender include the other genders. Words importing persons shall include partnerships, firms, companies and corporations. Save as aforesaid any word or expression defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these presents, save that “company” shall, where the context permits, include any company incorporated in Hong Kong or elsewhere.

References to any Article by number are to the particular Article in these presents. The headings shall not affect the construction of these presents.

Shares

6. Subject to the provisions of section 234 of the Ordinance, and without prejudice to any special rights or restrictions for the time being attaching to any shares or class of shares, any share may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting, return of share capital, or otherwise, as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination or so far as the same may not make specific provision, as the Directors may determine), and any preference share maybe issued on the terms that it is, or at the option of the Company is liable, to be redeemed. The Directors may determine the terms, conditions and manner of redemption of such shares.
7. The Directors may issue warrants (other than share warrants to bearer) to subscribe for any class of shares or securities of the Company on such terms as they may from time to time determine.
8.
 - (A) Without prejudice to any special rights conferred on the holders of any existing shares, the shares in the original or any increased capital of the Company may, subject to the provisions of the Ordinance, be divided into different classes of shares as the Company may from time to time determine by special resolution in general meeting.
 - (B) All or any of the special rights (unless otherwise provided for by the terms of issue of the relevant shares or class of shares) attached to the shares or any class of the shares (if the capital is divided into different classes of shares) may, subject to the provisions of the Ordinance, be varied or abrogated either with the consent in writing of the holders of not less than three-fourths of the total voting rights of holders of the issued shares or (if the capital is divided into different classes of shares) issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of that class. To every such separate general meeting the provisions of the Articles relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be not less than two persons holding or representing by proxy one-third in the total voting rights of the issued shares of that class, and at an adjourned meeting one person holding shares of that class or his proxy, and that any holder of shares of the class present in person or by proxy may demand a poll.
 - (C) The provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the rights whereof are to be varied.
 - (D) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
9. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that the conditions and requirements of the Ordinance shall be observed and complied with, and in each case the commission shall not exceed ten per cent of the price at which the shares are issued.

10. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by the Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
11. The Company may exercise any powers conferred on the Company or permitted by or not prohibited by or not inconsistent with the Ordinance or any other applicable ordinance, statute, act or law from time to time to purchase or acquire shares in the Company (including any redeemable shares) or to give directly or indirectly, by means of a loan, guarantee, the provision of security or otherwise, financial assistance for the purpose of or in connection with a purchase or acquisition made or to be made by any person of any shares in the Company and should the Company purchase or acquire its own shares neither the Company nor the Directors shall be required to select the shares to be purchased or acquired rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares provided always that any such purchase or acquisition or financial assistance shall only be made or given in accordance with any relevant rules or regulations issued by the Stock Exchange, the Securities and Futures Commission or any other relevant regulatory authorities from time to time in force.

Register of Members and Share Certificates

12. (A) The Directors shall cause to be kept a Register and there shall be entered therein the particulars required under the Ordinance.

(B) Subject to the provisions of the Ordinance, if the Directors consider it necessary or appropriate, the Company may establish and maintain a branch register of Members at such location as the Directors think fit.
13. Every person whose name is entered as a Member in the Register shall be entitled to receive, within the relevant time as prescribed in the Ordinance or as the Stock Exchange may from time to time determine, whichever is shorter, after allotment (or within such other period as the conditions of issue shall provide), one certificate for all his shares or such number of certificates for shares in stock exchange board lots or multiples thereof as he shall request and one for the balance (if any) of the shares in question, provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue 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.
14. Every certificate for shares or debentures or representing any other form of securities of the Company may be issued under the Seal of the Company, which for this purpose may be any official seal (securities seal) as permitted by Section 126 of the Ordinance.
15. Every share certificate hereafter issued shall specify the number and class of shares in respect of which it is issued and the amount paid thereon and may otherwise be in such form as the Directors may from time to time prescribe. If at any time the share capital of the Company is divided into different classes of shares, every share certificate shall comply with Section 179 of the Ordinance. A share certificate shall relate to only one class of shares.

16. (A) The Company shall not be bound to register more than four persons as joint holders of any share.
 - (B) If any share shall stand in the names of two or more persons, the person first named in the Register shall be deemed the sole holder thereof as regards service of notices and, subject to the provisions of the Articles, all or any other matters connected with the Company, except the transfer of such share.
17. Subject to sections 162 to 169 of the Ordinance, if a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, not exceeding the maximum fees prescribed or permitted from time to time by the Stock Exchange and on such terms and conditions, if any, as to publication of notices, evidence and indemnity as the Directors think fit and in the case of wearing out or defacement, after delivery up of the old certificate. In the case of destruction or loss, the person to whom such replacement certificate is given shall also bear and pay to the Company any exceptional costs and the reasonable out-of pocket expenses incidental to the investigation by the Company of the evidence of such destruction or loss and of such indemnity.

Lien

18. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a Member, whether singly or jointly with any other person or persons, for all the debts and liabilities of such Member or his estate to the Company and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such Member, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends and bonuses declared in respect thereof. The Directors may at any time either generally or in any particular case waive any lien that has arisen, or declare any share to be exempt wholly or partially from the provisions of this Article.
19. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of 14 days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of the death, bankruptcy or winding up of the registered holder.
20. For giving effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

21. The net proceeds of the sale after payment of the expenses of such sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date of the sale.

Calls on Shares

22. The Directors may from time to time make such calls as they think fit upon the Members in respect of all or any part of the moneys not paid up on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times and each Member shall (subject to receiving at least 14 days' notice specifying the time and place of payment) pay to the Company at the time or times so specified the amount called on his shares. Every Member upon whom a call is made shall pay the amount of every call so made on him to the person and at the time and place as the Directors shall appoint. A call shall be deemed to have been made when the resolution of the Directors authorising such call is passed and may be made payable by instalments. A call may be revoked or postponed as the Directors may determine.
23. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
24. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at such rate not exceeding twenty per cent per annum as the Directors shall fix from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.
25. No Member shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another member) at any general meeting, either personally, or (save as proxy for another Member) by proxy, or be reckoned in a quorum, or to exercise any other privilege as a Member until all calls or instalments due from him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.
26. On the trial or hearing of any action or other proceedings for the recovery of any money due for any call, it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Member sued, in pursuance of the Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
27. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of the Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment, all the relevant provisions of the Articles as to payment of interest, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made.

28. The Directors may make arrangements on the issue of shares for differences in the amount of calls to be paid and in the times of payment between one holder and another.
29. The Directors may, if they think fit, receive from any Member willing to advance the same, and either in money or money's worth all or any part of the moneys uncalled and not paid up upon any shares held by him, and upon all or any of the moneys so advanced, the Company may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding 20 per cent per annum) as the Directors may decide. The Directors may at any time repay the amount so advanced upon giving to such Member not less than one month's notice in writing of their intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.

Forfeiture of Shares

30. If a Member fails to pay in full any call or instalment of a call on the day appointed for the payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is not paid up, together with any interest accrued and which may accrue up to the date of payment, without prejudice to the provisions of Article 25.
31. The notice shall name a further day (not earlier than 14 days after date of service of the notice) on or before which the payment required by the notice is to be made, and it shall also name the place where payment is to be made. The notice shall also state that in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.
32. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares but not paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder and in such cases references in the Articles to forfeiture shall include surrender. When any share shall have been forfeited, notice of the resolution shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or make any such entry.
33. A forfeited share shall be deemed to be the property of the Company, and may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

34. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares (together with interest thereon at a rate not exceeding 20 per cent per annum from the date of forfeiture until payment as the Directors may prescribe and if the Directors think fit to enforce payment of such interest), but his liability shall cease if and when the Company shall receive payment in full of all such monies in respect of the shares. For the purposes of this Article, any sum which, by the terms of issue of a share, is payable thereon at a fixed time which is subsequent to the date of forfeiture shall notwithstanding that the time has not yet arrived, be deemed to be payable at the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of actual payment.
35. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited or surrendered on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may, subject to the restrictions contained in the Articles, execute a transfer of the share in favour of the person to whom the share is sold or disposed of, and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
36. Notwithstanding any such forfeiture as aforesaid, the Directors may at any time, before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, permit the share forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as they think fit.
37. The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payable thereon.
38. The provisions of the Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time as if the same had been payable by virtue of a call duly made and notified.

Transfer of Shares

39. (A) All transfers of shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors or in a form prescribed by the Stock Exchange and may be under hand only.
- (B) The instrument of transfer shall be signed by or on behalf of both the transferor and the transferee. For the purpose of this Article, the Directors may, on such conditions as the Directors may think fit, accept the machine imprinted or mechanically produced signature of the transferor or the transferee as the valid signature of the transferor or the transferee.

- (C) The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.
- (D) Nothing herein shall preclude the Directors from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.
40. Every instrument of transfer shall be lodged with the Company for registration provided that the Directors may decline to recognise any instrument of transfer unless:–
- (i) a fee not exceeding the maximum fees prescribed or permitted from time to time by the Stock Exchange is paid to the Company in respect thereof;
 - (ii) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - (iii) the instrument of transfer is in respect of only one class of shares;
 - (iv) the shares concerned are free of any lien in favour of the Company; and
 - (v) the instrument of transfer is properly stamped.
41. Without prejudice to the generality of the provisions of Article 40, the Directors in their absolute discretion may, subject to section 151 of the Ordinance, also decline to register a transfer of any share (not being a fully paid up share) to a person of whom they do not approve and they may also refuse to register any transfer of any share to more than four joint holders or any transfer of any share (not being a fully paid up share) on which the Company has a lien.
42. The Directors shall not register a transfer to a person who is known to them to be an infant or a person who is mentally incapacitated but the Directors shall not be bound to enquire into the age or soundness of mind of any transferee.
43. If the Directors refuse to register a transfer of any share, they shall within two months after the date on which the transfer was lodged with the Company send to each of the transferor and the transferee notice of such refusal.
44. (A) Upon every transfer of shares, the certificate held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall be issued at a fee not exceeding the maximum fees prescribed or permitted from time to time by the Stock Exchange to the transferee in respect of the shares transferred to him and within 10 business days after the date on which a transfer thereof has been lodged with the Company in compliance with Section 155(2)(b) of the Ordinance or within the relevant time as the Stock Exchange may from time to time determine, whichever is shorter, and if any of the shares included in the certificate so given up shall be retained by the transferor a new certificate in respect thereof shall be issued to him at a fee not exceeding the maximum fees prescribed or permitted from time to time by the Stock Exchange and within the relevant time as prescribed in the Ordinance or as the Stock Exchange may from time to time determine, whichever is shorter. The Company shall also retain the instrument of transfer.

- (B) Any instrument of transfer which the Directors may decline to register shall (except in the case of fraud) be returned to the person depositing the same together with the share certificate within two months after the date on which the transfer was lodged with the Company.
45. The Register may be closed during such time or times as the Directors may from time to time think fit (not exceeding a total of thirty days in any year).

Transmission of Shares

46. In case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the share but nothing herein contained shall release the estate of the deceased holder (whether sole or joint) from any liability in respect of any share which had been solely or jointly held by him.
47. Any person to whom the right to any share has been transmitted by operation of law may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share by delivering to the Company a notice in writing signed by him, or to have some person nominated by him registered as the transferee thereof by executing to that person a transfer of shares, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before the event giving rise to the transmission. The merger of any two or more corporations under the laws of one or more foreign countries or states shall constitute a transmission by operation of law for the purposes of this Article.
48. A person becoming entitled to a share by reason of the death, bankruptcy or winding-up of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. However, the Directors may, if they think fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but such a person may vote at any general meetings, provided that at least 48 hours before the time of the holding of the meeting or adjourned meeting (as the case may be) at which he proposes to vote, he shall satisfy the Directors of his right to be registered as the holder of such shares or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Alteration of Capital

49. The Company may alter its capital in any one or more of the ways (including any increase in share capital) set out in section 170 of the Ordinance.
50. The general meeting at which any resolution on the creation of any new shares is put may direct that the same or any of them shall be offered in the first instance to all the holders for the time being of any class of shares in the capital of the Company, in proportion to the number of shares of such class held by them respectively, or make any other provisions as to the issue and allotment of the new shares, and in the absence of any such direction, or so far as the same shall not extend, the new shares shall be at the disposal of the Directors.

51. Subject to any direction or determination that may be given or made in accordance with the powers contained in these Articles, any new shares created in accordance with Article 49 shall be subject to the same provisions in these Articles with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as the existing shares of the Company.
52. The Company may by special resolution reduce its capital in any manner and with, and subject to, any incident authorised, and consent required, by law.

General Meetings

53. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. The annual general meeting shall be held at such time and place as the Directors shall appoint in accordance with section 610 of the Ordinance.
54. The Directors may, whenever they think fit, convene a general meeting other than an annual general meeting, and such general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Ordinance.
55. Subject to section 578 of the ordinance and the Listing Rules, an annual general meeting shall be called by 21 days' notice in writing at the least. A meeting of the Company other than an annual general meeting shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and the general nature of that business. The notice shall be given in the manner hereinafter mentioned or in such other manner as may be prescribed by the Company in general meeting, to such persons as are under the Articles entitled to receive such notices from the Company. If a resolution is intended to be moved at a general meeting, the notice of meeting shall: (a) include notice of the resolution; and (b) include or be accompanied by a statement containing the information and explanation, if any, that is reasonably necessary to indicate the purpose of the resolution. Subject to the Listing Rules, a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:—
 - (i) in the case of a meeting called as the annual general meeting, by all the Members entitled to attend and vote thereat; and
 - (ii) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing at least 95 per cent. of the total voting rights at the meeting of all the members.
56. (A) The accidental omission to give notice of a meeting or a resolution intended to be moved at a meeting to, or the non-receipt of notice of a meeting or a resolution intended to be moved at a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

(B) In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice shall not invalidate any resolution passed or any proceeding at any such meeting.

Proceedings at General Meetings

57. The quorum for a general meeting shall be two Members present in person or by proxy or representative and no business shall be transacted at any general meeting unless a quorum is present at the commencement of the business.
58. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved and, in any other case, it shall stand adjourned to the same day in the next week, at such time and place as shall be decided by the Directors, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Member or Members present in person shall be a quorum and may transact the business for which the meeting was called.
59. Subject to the provisions of the Ordinance and the Listing Rules, all general meetings may be held by means of video conference or by other lawful electronic means, by which all persons participating in the meeting are capable of communicating with one other, and in such manner as may be agreed by the Company in general meeting. All the provisions in these Articles as to general meetings shall, mutatis mutandis, be applicable.
60. Subject to the Ordinance, a resolution in writing shall be valid and effective as if the same had been passed at a general meeting of the Company duly convened and held when all eligible members have signified their agreement to it in accordance with section 556 of the Ordinance, and where relevant, as a special resolution so passed. A written notice of confirmation of such resolution in writing signed by or on behalf of an eligible member shall be deemed to be his signature to such resolution in writing for the purposes of this Article. Any such resolution may consist of several documents in the like form, each signed by one or more eligible members, provided that where several documents are used, each such document shall be certified in advance by the Secretary to contain the correct version of the proposed resolution. For the purpose of this Article, “eligible members” are the members who would have been entitled to vote on the resolution on the circulation date of the resolution, and if the persons entitled to vote on the resolution change during the course of the day that is the circulation date of the resolution, the eligible members are the persons entitled to vote on the resolution at the time that the first copy of the resolution is sent to a member for agreement, and “circulation date” shall have the meaning given to it in section 547 of the Ordinance.
61. The Chairman, if any, of the board of Directors shall preside as Chairman at every general meeting of the Company.
62. If there is no such Chairman, or if at any meeting he is not present within half an hour after the time appointed for holding the meeting or is unwilling to act as chairman, the Members present shall choose another Director as Chairman; and if no Director shall be present or if all Directors present decline to act as Chairman, then the Members present shall choose one of their own number to be Chairman.

63. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 10 days or more, at least 7 clear days' notice specifying the place, the day and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
64. Subject to the Ordinance and the Listing Rules, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded:—
- (a) by the Chairman; or
 - (b) by at least 2 Members present in person or by proxy; or
 - (c) by any Member or Members present in person, or by proxy and representing at least 5% of the total voting rights of all the Members having the right to vote at the meeting.

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

65. A poll demanded upon the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded, as the Chairman shall direct. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn, with the consent of the Chairman, at any time before the close of the meeting or the taking of the poll, whichever is the earlier. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
66. All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by the Articles or by the Ordinance. In the event of an equality of votes, whether on a show of hands or on poll, the Chairman shall have a second or casting vote.

Votes of Members

67. Subject to the Ordinance, Article 78 and to any special rights or restrictions as to voting which may be attached to or imposed on any class of shares, at any general meeting on a show of hands every Member present in person or by proxy or representative duly authorized under Sections 606 and 607 of the Ordinance shall have one vote, and on a poll every Member present in person or by proxy or representative shall have one vote for each share of which he is the holder and which is fully paid up or credited as fully paid up. A person entitled to cast more than one vote upon a poll need not use all his votes or cast all the votes he uses in the same way. Subject to Article 78, if a member appoints more than one proxy, none of the proxies so appointed shall be entitled to vote on the resolution on a show of hands.
68. In the case of joint holders, the vote of the senior who tenders a vote whether in person or by proxy or by representative shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.
69. A Member who is mentally incapacitated or in respect of whom an order has been made by any court having jurisdiction in mental incapacity may vote (whether on a show of hands or on a poll) by his committee, receiver, *curator bonis* or other person in the nature of a committee, receiver or *curator bonis* appointed by that court, and any such committee, receiver, *curator bonis* or other person may on a poll vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be delivered to the Office, or such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than the last time at which a valid instrument of proxy could be so delivered.
70. Save as expressly provided in the Articles, no person other than a Member duly registered and who shall have paid all calls or other sums presently payable by him in respect of shares in the Company shall be entitled to be present or to vote (save as proxy for another Member) either personally or by proxy, or to be reckoned in a quorum, at any general meeting. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman, whose decision shall be final and conclusive.
71. 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.
72. (A) Any Member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote in his stead. On a poll votes may be given either personally or by proxy. A proxy need not be a member of the Company. A Member may appoint more than one proxy to attend on the same occasion.

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

73. 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 that power or authority shall be deposited at the Office or at the place or one of such places (if any) as may be specified for that purpose in the notice convening the meeting or in the instrument of proxy issued by the Company and every instrument appointing a proxy shall be deposited not less than 48 hours before the time for holding the meeting or adjourned meeting or poll (as the case may be) at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. In calculating the notice periods set out above, no account is to be taken of any part of a day that is a public holiday. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person at the meeting or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked. For the purpose of this Article, “public holiday” shall have the meaning given to it in section 3 of the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong).
74. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, unless it states that it is valid for meetings whatsoever until revoked, with the exception that any instrument may be used at any adjournment of a meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within 12 months from such date.
75. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental incapacity of the principal or (subject to the provisions of Article 77) the revocation of the proxy or transfer of the share in respect of which the vote is given provided that no intimation in writing of the death, mental incapacity, revocation or transfer has been received by the Company at the Office or such other place as was specified for the deposit of proxies or by the chairman of the meeting before the vote is given.
76. An instrument appointing a proxy may be in any usual or common form (not precluding the use of the two way form) or in any other form which the Directors may from time to time approve.
77. The instrument appointing a proxy to vote at a general meeting shall:–
- (i) be deemed to confer authority upon the proxy to 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 is to be transacted shall be such as to enable the Member, according to his intention, to instruct the proxy to vote in favour of or against (or, in default of instructions, to exercise his discretion in respect of) each resolution dealing with any business; and
 - (ii) unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

Corporations Acting by Representatives at Meetings

78. (A) Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.
- (B) Where a recognised clearing house within the meaning of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) or its nominee is a Member of the Company, it or its nominee may authorise such person or persons as it thinks fit to act as its representative or representatives at any Members' general meeting or any meeting of any class of Members provided that if more than one person is so authorised, the authorisation must specify the number and class of shares in respect of which each such person is so authorised. Each person so authorised shall be entitled to exercise the same power on behalf of such recognised clearing house or its nominee as that clearing house or its nominee could exercise as if he were an individual Member of the Company.

Directors

79. Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than two nor more than 15. The Directors shall cause to be kept a register of the Directors and Secretaries and there shall be entered therein the particular required by the Ordinance.
80. (A) Unless and until the Company in a general meeting shall otherwise determine, at each annual general meeting one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest to but not less than one-third shall retire from office by rotation, provided that every Director (including those appointed for a specific term or holding office as Chairman or Managing Director) shall be subject to retirement by rotation at least once every three years or within such other period as the Stock Exchange may from time to time prescribe.
- (B) The Directors to retire on each occasion shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the Board at the date of the notice convening the annual general meeting, and no Director shall be required to retire or be relieved from retiring by reason of any change in the number or identity of the Directors after the date of such notice but before the close of the annual general meeting.
- (C) A retiring Director shall be eligible for re-election.
- (D) Subject to the provisions of these Articles, the Company at the meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto and in default the retiring Director shall, if willing to continue to act, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.

81. The Company may from time to time by ordinary resolution elect any person to be a Director either to fill a casual vacancy or as an additional Director.
82. No person other than a retiring Director shall, unless recommended by the board of Directors, be eligible for election to the office of Director at any general meeting unless notice in writing by a Member of the Company (not being the person to be proposed) entitled to attend and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing signed by the person to be proposed of his willingness to be elected shall have been given to the Company during a period commencing no earlier than the day after the despatch of the notice of the general meeting appointed for such election and ending no later than seven days prior to the date of such meeting, provided that the minimum length of such period shall be at least seven days.
83. The Directors may from time to time and at any time appoint any person as a Director either to fill a casual vacancy or as an addition to the board of Directors. Any Director so appointed shall hold office only until the next following general meeting of the Company (in the case of filling a casual vacancy) or until the next following annual general meeting of the Company (in the case of an addition to the board of Directors), and shall then be eligible for re-election at that meeting provided that any Director who so retires shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at such meeting pursuant to Article 80(A).
84. The Company may by ordinary resolution remove any Director (including a Managing Director, but without prejudice to any claim for damages under any contract) before the expiration of his period of office and may by an ordinary resolution appoint another person in his stead. Special notice is required of a resolution to remove a Director or to appoint another person in his stead in accordance with the Ordinance. The person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.
85. The shareholding qualification for Directors may be fixed by the Company in general meeting and, unless and until so fixed, no qualification shall be required. Any Director who does not hold any shares shall nevertheless be entitled to attend and speak at all general meetings of the Company and of any class of Members of the Company.
86. The ordinary remuneration, if any, of the Directors shall from time to time be determined by resolution of the Company in general meeting and shall (unless so determined) be divisible among the Directors as they may unanimously agree, or, failing agreement, equally, except that in such event any Director holding office for less than the whole of the relevant period in respect of which the remuneration is paid shall rank in such division only in proportion to the time during such period for which he has held office. The foregoing provisions shall not apply to a Director who holds any salaried employment or office in the Company except in the case of sums paid in respect of Directors' fees.
87. Any Director shall be entitled to be repaid all reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings or otherwise in or about the business of the Company or in the discharge of his duties as Director.

88. Notwithstanding Articles 86 and 87, any Director who is a Managing Director, Joint Managing Director, Deputy Managing Director or other Executive Director, or who holds any executive office or is appointed to any other office in the management of the Company or who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration, by way of salary, commission, participation in profits or otherwise or by all or any of those modes and with such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Directors may from time to time determine. Such remuneration shall be in addition to the ordinary remuneration of a Director.
89. (A) The office of a Director shall be vacated if the Director:–
- (i) becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (ii) becomes mentally incapacitated;
 - (iii) resigns his office by notice in writing to the Company;
 - (iv) is convicted of an indictable offence;
 - (v) if he absents himself from the meetings of the Directors during a continuous period of six months, without special leave of absence from the Directors, and his alternate Director (if any) appointed pursuant to Article 117 shall not during such period have attended in his stead, and the Directors pass a resolution that he has by reason of such absence vacated his office;
 - (vi) if he shall be removed from office by notice in writing served upon him signed by all his co-Directors;
 - (vii) if he shall be removed from office by an ordinary resolution of the Company under Article 84; or
 - (viii) has his office vacated or becomes prohibited by law from being a Director.
- (B) No person shall be eligible for appointment or re-appointment as a Director once he has attained the age of 85. Any such person shall automatically cease to be a Director at the annual general meeting of the Company next following the date on which he attains such age.

Powers and Duties of Directors

90. Subject to any exercise by the Directors of the powers conferred by Articles 98 and 99, the management of the business of the Company shall be vested in the Directors who may exercise all such powers of the Company as are not, by the Ordinance or by the Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to such regulations as may be prescribed by the Company in general meeting being not inconsistent with any provisions of the Articles or the provisions of the Ordinance but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

91. Without prejudice to the general powers conferred by the Articles, it is hereby expressly declared that the Directors shall have the following powers:—
- (i) to give to any person the right or option of requiring at a future date that an allotment shall be made to him of any share as may be agreed; and
 - (ii) to give to any Directors, officers or servants of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration.
92. The Directors may establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or is allied or associated with the Company or with any such subsidiary company, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, and are 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. 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.
93. (A) The Directors may from time to time and at any time by power of attorney or otherwise appoint any corporation, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
- (B) The Directors may establish any committees, local boards or agencies for managing any of the affairs of the Company, either in Hong Kong or elsewhere, and may appoint any persons to be members of such committees, local boards or agencies and may fix their remuneration, and may delegate to any committee, local board or agent any of the powers, authorities and discretions vested in the Directors (other than its powers to make calls and forfeit shares), with power to sub-delegate, and may authorise the members of any local board or any of them to fill any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

Borrowing Powers

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

Managing Directors

98. The Directors may from time to time appoint one or more members of their body to the office of Managing Director, Joint Managing Director, Deputy Managing Director or other Executive Director and/or such other office in the management of the business of the Company as they may decide on such terms and for such period as they may determine and without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment. Such appointment shall automatically determine if the holder ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
99. The Directors may entrust to and confer upon a Managing Director, Joint Managing Director, Deputy Managing Director or Executive Director, any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

Managers

100. The Directors may from time to time appoint general managers of the business of the Company and may fix 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 member of staff employed by any general manager upon the business of the Company.
101. The appointment of any such general manager may be for such period as the Directors may decide and the Directors may confer upon him any of the powers of the Directors and such title as they may think fit.
102. The Directors may enter into such agreement with any general manager 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 to appoint assistant managers or other employees whatsoever under them for the purpose of carrying on the business of the Company.

Directors' Interests

103. (a) Subject to the Ordinance, if a Director or any of his associates or any entity connected with the Director is in any way, whether directly or indirectly, interested in a transaction, arrangement or contract or proposed transaction, arrangement or contract with the Company that is significant in relation to the Company's business and the Director's interest or his associate's interest or the interest of the entity connected with the Director is material, the Director shall declare the nature and extent of his interest or the interest of any of his associates or entities connected with him in accordance with sections 536 to 538 of the Ordinance and these Articles.
- (b) A declaration of interest by a Director under Article 103(a) in a transaction, arrangement or contract that has been entered into must be made as soon as reasonably practicable and a declaration of interest by a Director under Article 103(a) in a proposed transaction, arrangement or contract must be made before the Company enters into the transaction, arrangement or contract.
- (c) A declaration of interest by a Director must be:
 - (i) made at a Directors' meeting;
 - (ii) made by a notice in writing and sent by the Director to the other Directors; or
 - (iii) made by a general notice by the Director.
- (d) A notice for the purposes of Article 103(c)(ii) must be sent:
 - (i) in hard copy form or, if the recipient has agreed to receive it in electronic form, in the electronic form so agreed; and
 - (ii) by hand or by post or, if the recipient has agreed to receive it by electronic means, by the electronic means so agreed.

- (e) If a declaration to Directors under Article 103(a) is made by notice in writing:
 - (i) the making of the declaration is to be regarded as forming part of the proceedings at the next Directors' meeting after the notice is given; and
 - (ii) section 481 of the Ordinance applies as if the declaration had been made at that meeting.
 - (f) A general notice by a Director for the purposes of Article 103(c)(iii) is a notice to the effect that:
 - (i) the Director has an interest (as member, officer, employee or otherwise) in a body corporate or firm specified in the notice, and is to be regarded as interested in any transaction, arrangement or contract that may, after the effective date of the notice, be entered into by the Company with the specified body corporate or firm; or
 - (ii) the Director is connected with a person specified in the notice (other than a body corporate or firm), and is to be regarded as interested in any transaction, arrangement or contract that may, after the effective date of the notice, be entered into by the Company with the specified person.
 - (g) A general notice under Article 103(c)(iii) must state:
 - (i) the nature and extent of the Director's interest in the specified body corporate or firm referred to in Article 103(f)(i); or
 - (ii) the nature of the Director's connection with the specified person referred to in Article 103(f)(ii).
 - (h) A general notice must be given at a Directors' meeting or in writing and sent to the Company.
 - (i) A general notice given at a Directors' meeting takes effect on the date of the Directors' meeting. A general notice given in writing and sent to the Company takes effect on the twenty-first day after the day on which it is sent to the Company.
104. (A) A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and may be paid such extra remuneration therefor (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine.
- (B) (i) A Director shall not vote or be counted in the quorum on any resolution of the Directors concerning his own appointment or the appointment of any of his associates as the holder of any office or place of profit with the Company or any other company in which the Company is interested (including the arrangement or variation of the terms thereof or the termination thereof);

- (ii) No Director or intended Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any person, company or partnership of or in which any Director or any of his associates shall be a member or otherwise interested be capable on that account of being avoided, nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of any such Director holding that office or the fiduciary relationship thereby established, provided that such Director shall disclose the nature of his or any of his associate's interest in any contract or arrangement in which he is so interested in accordance with Article 103 at the earliest meeting of the Directors at which it is practicable for him so to do notwithstanding that the question of entering into the contract, or arrangement is not taken into consideration at that meeting;
- (iii) Notwithstanding such disclosure is made as aforesaid and save as otherwise provided by these Articles, a Director shall not vote (nor be counted in the quorum) on any resolution of the Directors in respect of any contract or arrangement or any other proposal in which he or any of his associates or any entity connected with them has a material interest, but this prohibition shall not apply to any of the following matters:
 - (a) the giving of any security or indemnity either:
 - (aa) to the Director or his associate(s) 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
 - (bb) 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 associate(s) has himself/ themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;
 - (b) 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 associate(s) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
 - (c) 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 associate(s) is/are beneficially interested in shares of that company, provided that the Director and any of his associates are not in aggregate beneficially interested in 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 associates is derived) or of the voting rights;

- (d) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including:
 - (aa) the adoption, modification or operation of any employees' share scheme or any share incentive or share option scheme under which the Director or his associate(s) may benefit; or
 - (bb) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to Directors, their associates 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
- (e) any contract or arrangement in which the Director or his associate(s) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company;
- (iv) A company shall be deemed to be a company in which a Director and his associate(s) in aggregate own 5% or more of its issued share capital if and so long as (but only if and so long as) he and/or his associate(s) (either directly or indirectly) is/are beneficially interested in 5% or more of any class of the equity share capital of such company or of the voting rights available to members of such company. For the purpose of this paragraph there shall be disregarded any shares held by a Director or his associate(s) as bare or custodian trustee and in which he or his associate(s) has/have no beneficial interest, any shares comprised in a trust in which the interest of the Director or his associate(s) is/are in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director or his associate(s) is/are interested only as a unit holder;
- (v) Where a company in which a Director and his associate(s) hold in aggregate 5% or more of its issued share capital is materially interested in a transaction, then that Director and/or his associate(s) shall also be deemed materially interested in such transaction;
- (vi) If any question shall arise at any meeting of the Directors as to the materiality of the interest of a Director (other than the Chairman of the meeting) or any of his associate(s) or any entity connected with them or as to the entitlement of any Director (other than such Chairman) to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the Chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the Directors. If any question as aforesaid shall arise in respect of the Chairman of the meeting such question shall be decided by a resolution of the Directors (for which purpose such Chairman shall not be counted in the quorum and shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such Chairman as known to such Chairman has not been fairly disclosed to the Directors;

(vii) Any Director may continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company in which the Company may be interested and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any such other company;

(viii) A general notice to the board of Directors by a Director that he or any of his associates is a member of specified firm or corporation and is to be regarded as interested in any contract or arrangement which may be made with that firm or corporation after the date of such notice or that he or any of his associates is to be regarded as interested in any contract or arrangement which may be made with a specified person who is connected with him after the date of such notice shall be deemed to be a sufficient declaration of interest in relation to any contract or arrangement so made, provided that no such notice shall be of effect unless either it is given at a meeting of the Directors or the Director takes reasonable steps to ensure that it is brought up and read at the next meeting of the Directors after it is given.

(C) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing *herein* contained shall authorise a Director or his firm to act as auditor to the Company.

(D) A Director of the Company may be or become a Director of any company promoted by the Company or in which it may be interested (subject to compliance with Article 104(B)) as a vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as a director or member of such company.

105. For the purposes of Articles 103 and 104, references to an entity connected with a Director shall be construed in accordance with section 486 of the Ordinance.

Proceedings of Directors

106. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

107. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors provided that not less than 7 days' notice (or such other period of notice as may be agreed from time to time by the Directors) of each meeting of the Directors specifying the date, time and place of the meeting and the business to be transacted thereat shall be given to all Directors and their alternates, provided that notice need not be given to any Director or alternate Director for the time being absent from Hong Kong. Each Director and alternate Director shall notify the Secretary of the address, telex number, facsimile number or contact details via electronic means (if any) to which notices should be given or sent. A Director may waive notice of any meeting and any such waiver may be prospective or retrospective.

108. (A) Unless otherwise determined by the Directors, the quorum of a Directors' meeting shall be two Directors personally present or represented by their alternates appointed under Article 117 hereof, provided that if there are only two Directors for the time being, the quorum shall be two. Notwithstanding that an alternate Director may count towards a quorum, he shall for quorum purposes only count as one if he is at the same time also a Director or is an alternate for more than one Director.
- (B) The Directors may participate in a meeting by means of a conference telephone, video conference or any such lawful electronic means by which all persons participating in the meeting are capable of communicating with one other. The provision in this Article shall, mutatis mutandis, be applicable to meetings of any committee of Directors.
109. Questions arising at any meeting shall be decided by resolution passed by a simple majority of votes. In the event of an equality of votes, the Chairman of the meeting shall have a second or casting vote.
110. A resolution in writing signed by all the Directors for the time being shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors. A copy of a resolution signed and sent by a Director or his alternate by telex, cable, facsimile or other lawful electronic means shall be deemed to be a document signed by him for the purposes of this Article.
111. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
112. A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles for the time being vested in or exercisable by the Directors generally.
113. The Directors may delegate any of their powers to anyone or more Directors, other person or persons, or any committee or committees consisting of such member or members of their body as they think fit; any 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.
114. (A) A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.
- (B) A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the question shall be referred to the Directors.
115. All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person 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.

116. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.

Alternate Directors

117. (A) A Director may at any time, by notice in writing signed by him delivered to the Office or at a meeting of the Directors, appoint any person (including another Director) to act as alternate Director in his place during his absence and may in like manner at any time determine such appointment. If such person is not another Director, such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved.
- (B) The appointment of an alternate Director shall determine on the happening of any event which, were he a Director, would cause him to vacate such office or if his appointor ceases to be a Director.
- (C) An alternate Director shall (except when absent from Hong Kong) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these presents shall apply as if he (instead of his appointor) were a Director. If he shall himself be a Director or shall attend any such meeting as an alternate for more than one Director his voting rights shall be cumulative. If his appointor is for the time being absent from Hong Kong or otherwise not available or unable to act, his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committee of the Directors, the foregoing provisions of this paragraph shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. An alternate Director shall not, save as aforesaid, have power to act as a Director nor shall he be deemed to be a Director for the purposes of the Articles.
- (D) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

Minutes

118. The Directors shall cause minutes to be duly entered in books provided for the purpose:–

- (i) of all appointments of officers made by the Directors;
- (ii) of the names of the Directors present at each meeting of the Directors and of any committee of Directors;
- (iii) of all declarations made or notices given by any Director (either generally or specially) of his interest in any contract or proposed contract or of his holding of any office or property whereby any conflict of duty or interest may arise; and
- (iv) of all resolutions and proceedings of general meetings of the Company and of meetings of the Directors and any committee of Directors;

and for such minutes of any general meeting of the Company or any meeting of the Directors or of any committee of Directors shall be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting and if so signed shall be receivable as conclusive evidence of the matters stated therein.

Secretary

119. (A) The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

(B) The Secretary shall ordinarily reside in Hong Kong.

120. A provision of the Ordinance or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

Cheques

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

The Seal

122. (A) The Directors shall provide for the safe custody of the Seal which shall only be used with the authority of the Directors or of a committee authorised by the Directors in that behalf and every instrument to which the Seal shall be affixed shall be signed by two Directors jointly or by a Director and the Secretary or such other persons as are authorised by the Directors for the purpose, provided that the Directors may either generally or in any particular case or cases resolve (subject to such restrictions as to the manner in which the Seal may be affixed as the Directors may determine) that such signatures or any of them may be affixed to certificates for shares or debentures or representing any other form of security by some mechanical means other than autographic to be specified in such resolution or that such certificates need not be signed by any person. Every instrument executed in manner provided by this Article shall be deemed to be sealed and executed with the authority of the Directors previously given.
- (B) Any document signed 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 the Seal of the Company.
- (C) The Company may have official seals:—
- (i) for sealing certificates for shares or other securities by the Company as permitted by section 126 of the Ordinance and the signature of any two Directors jointly or a Director and the Secretary or such other persons as are authorised by the Directors in that behalf for the time being, or such mechanical reproduction thereof shall be required on any such certificates or other document to which such securities seal is affixed shall be valid and deemed to have been sealed and executed with the authority of the Directors;
 - (ii) for use abroad under the provisions of the Ordinance where and as the Directors 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 they may impose such restrictions on the use thereof as may be thought fit.

Capitalisation of Reserves

123. (A) The Company in general meeting may, upon the recommendation of the Directors, resolve to capitalise any part of the Company's reserves or undivided profits not required for the payment or provision of the dividend on any shares with a preferential right to dividend and accordingly that such part be sub-divided 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 not paid up on any shares held by such Members respectively or paying up in full the issue price of any shares or debentures or other securities of the Company to be allotted and distributed, credited as fully paid, to and amongst such Members in the proportion aforesaid, or partly in one way and partly in the other.

- (B) Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the reserves or profits and undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares, debentures, or other securities, and generally shall do all acts and things required to give effect thereto. For this purpose the Directors may settle any difficulty which may arise in regard to a capitalisation issue as they think fit, and in particular may issue fractional certificates, and may determine that cash payments shall be made to any Members in lieu of fractional certificates or that fractions of such value as the Directors may determine may be disregarded in order to adjust the rights of all parties. The allotment or distribution of the shares, debentures or other securities shall be accepted by the Members as being in satisfaction of their claims in respect of the sum so capitalised.

Dividends and Reserves

124. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.
125. (A) The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the position of the Company and, in particular (but without prejudice to the generality of the foregoing), if at any time the share capital of the Company is divided into different classes, the Directors may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend. Provided that the Directors act *bona fide* the Directors shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights.
- (B) The Directors may also pay half-yearly or at other suitable intervals to be settled by them any dividend which may be payable at a fixed rate if the Directors are of the opinion that the profits justify the payment.
126. No dividend shall be payable except out of the profits of the Company. No dividend shall carry interest.
127. Whenever the Directors or the Company in general meeting have resolved that a dividend be paid or declared, the Directors may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company or in anyone or more of such ways, with or without offering any rights to Members to elect to receive such dividend in cash. Where any difficulty arises in regard to the distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend and such appointment shall be effective. Where requisite, a contract shall be filed in accordance with the provisions of the Ordinance and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend and such appointment shall be effective.

128. (A) Wherever the Directors or the Company in general meeting have resolved that a dividend be paid or declared on the share capital of the Company, the Directors may further resolve either:

- (i) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid on the basis that the shares so allotted shall be of the same class as the class already held by the allottee, provided that the Members entitled thereto will be entitled to elect to receive such dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply:–
 - (a) the basis of any such allotment shall be determined by the Directors;
 - (b) the Directors, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the Members of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
 - (c) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
 - (d) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised (“the non-elected shares”) and in lieu and in satisfaction thereof shares shall be allotted credited as fully paid up to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Directors shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company's reserve accounts (including any special account as the Directors may determine) a sum equal to the aggregate amount of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the non-elected shares on such basis;

or

- (ii) that Members entitled to such dividend shall be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the Directors may think fit. In such case, the following provisions shall apply:–
 - (a) the basis of any such allotment shall be determined by the Directors;
 - (b) after determining the basis of allotment, the Directors shall give not less than two weeks' notice in writing to the Members of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;

- (c) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
 - (d) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on shares in respect whereof the share election has been duly exercised (“the elected shares”) and in lieu thereof shares shall be allotted credited as fully paid up to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Directors shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company’s reserve accounts (including any special account) as the Directors may determine, a sum equal to the aggregate amount of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the elected shares on such basis.
- (B) Any allotment of shares pursuant to paragraph (A) of this Article shall be subject to members’ approval pursuant to Section 141 of the Ordinance. The shares allotted pursuant to the provisions of paragraph (A) of this Article shall rank *pari passu* in all respects with the shares then in issue save only as regards participation: -
- (i) in the relevant dividend (or the right to receive or to elect to receive an allotment of shares in lieu thereof as aforesaid); or
 - (ii) in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend;
- unless, contemporaneously with the announcement by the Directors of their proposal to apply the provisions of sub-paragraph (i) or (ii) of paragraph (A) of this Article in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the Directors shall specify that the shares to be allotted pursuant to the provisions of paragraph (A) of this Article shall rank for participation in such distribution, bonus or rights.
- (C) The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (A) of this Article with full power to 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 Directors may authorise any person to enter into on behalf of all Members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto. Any agreement made pursuant to such authority shall be effective and binding on all concerned.

- (D) Upon the recommendation of the Directors, the Company may in general meeting resolve in respect of anyone particular dividend of the Company that notwithstanding the provisions of paragraph (A) of this Article a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.
- (E) The Directors may on any occasion determine that rights of election and the allotment of shares under paragraph (A) of this Article shall not be made available or made to any Members with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of such rights of election or the allotment of shares would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.
129. Subject to the rights of persons entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
130. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the Company may be properly applied and, pending such application, may, at like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to distribute by way of dividend.
131. (A) The Directors may retain any dividends or other moneys payable on or in respect of a share upon which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
- (B) The Directors may deduct from any dividend or bonus payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls, instalments or otherwise.
132. If several persons are registered as joint holders of any share, anyone of them may give an effectual receipt for any dividend or other moneys payable on or in respect of the share.
133. Unless otherwise directed by the Directors, any dividend may be paid by direct debit, bank transfer or other automated system of bank transfer, by cheque or warrant, and in the case of a cheque or warrant, the same be, sent through the post to the registered address of, or otherwise as directed by, the Member or person entitled to the dividend or in the case of joint holders to anyone of such joint holders. Every such dividend payment shall be made payable to the order of the person to whom it is sent or to the order of such other person as the Member or person entitled or such joint holders (as the case may be) may direct.

134. The right and entitlement to any dividend or bonus declared by the Company in general meeting in respect of shares prior to the registration of the transfer of such shares shall not pass to the transferee but shall remain the right and entitlement of the transferor.
135. All dividends or bonuses unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends or bonuses unclaimed for six years after having been declared may be forfeited by the Directors and shall revert to the Company.

Distribution of Realised Capital Profits

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

Accounts

137. The Directors shall cause proper books of account to be kept in accordance with the Ordinance with respect to:—
- (i) daily entries of all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (ii) all sales and purchases of goods by the Company; and
 - (iii) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

138. The books of account shall be kept at the Office or, subject to the Ordinance, at such other place or places as the Directors think fit, and shall always be open to the inspection of any Director. No Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Directors.
139. (A) The Directors shall, from time to time, in accordance with the Ordinance, cause to be prepared and to be laid before the annual general meeting of the Company a copy of the reporting documents for the financial year 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 reporting documents in circumstances permitted by the Listing Rules.

- (B) Subject to the Ordinance and to paragraph (C) below, a copy of the reporting documents or the summary financial report shall, not less than 21 days before the general 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 Ordinance and the Listing Rules, consented to treat the publication of the reporting documents and/or the summary financial report on the Company's website as discharging the Company's obligation under the Ordinance to send a copy of the reporting documents and/or the summary financial report, then subject to compliance with the publication and notification requirements of the Ordinance and the Listing Rules from time to time, publication by the Company on the Company's computer network (including, but not limited to its website) of the reporting documents and/or the summary financial report at least 21 days before the date of the meeting shall, in relation to each such Member or debenture holder of the Company, be deemed to discharge the Company's obligations under paragraph (B) above.
- (D) For the purpose of this Article, "reporting documents" and "summary financial report" shall have the meaning ascribed to them in the Ordinance.

Audit

- 140. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Ordinance.
- 141. 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 remunerations to the Directors.
- 142. Every statement of accounts audited by the Company's auditors and presented by the Directors at a general meeting shall after approval at such meeting be conclusive except as regards any error discovered therein within three months of the approval thereof. Whenever any such error is discovered within that period, it shall forthwith be corrected, and the statement of account amended in respect of the error shall be conclusive.

Notices

143. Subject to the Ordinance, any notice or document to be given or issued by or on behalf of the Company under these Articles, including any “corporate communication” within the meaning ascribed thereto in the Listing Rules, shall be in writing and may, subject to compliance with the Ordinance, the Listing Rules and any applicable laws, rules and regulations be written in either English or Chinese or both; such notice or document may not be in a transitory form and may be recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible and legible form, including in electronic form and publication on a computer network (including, but not limited to, a website), whether having physical substance or not, and may be served or delivered by the Company by any of the following means subject to and to such extent permitted by and in accordance with the Ordinance, the Listing Rules and any applicable laws, rules and regulations:

- (i) personally;
- (ii) by sending it by post to him in a properly prepaid letter, envelope or wrapper and, in the case of a Member, addressed to him at his registered address as appearing in the register or at the address, within or outside Hong Kong, supplied by him to the Company for the sending of notices or documents to him;
- (iii) by delivering or leaving it at such address as aforesaid;
- (iv) by advertisement published in the newspapers;
- (v) by transmitting it in electronic form to him at his electronic address as he may have provided; or
- (vi) by publishing it on the Company’s computer network (including, but not limited to, its website).

In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be sufficient notice to all the joint holders.

144. Any member whose registered address is not within Hong Kong may by notice in writing require the Company to register an address within 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.

145. Subject to the Ordinance, any notice or document given or issued by or on behalf of the Company pursuant to these Articles:

- (i) if sent by post, shall be deemed to have been served on the second business day after the day on which the envelope or wrapper containing the same is posted or such other place from which such notice or document (as the case may be) was posted and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly prepaid, addressed and posted and a certificate in writing signed by the Secretary or other person appointed by the Directors that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof;

- (ii) if sent by delivering or leaving it at the registered address or address supplied for the sending of notices or documents to him otherwise than by post, shall be deemed to have been served or delivered on the day it was so delivered or left;
 - (iii) if by advertisement, shall be deemed to have been served on the day on which the advertisement appears;
 - (iv) if sent in electronic form, shall be deemed to have been served at the time when the notice or document is transmitted electronically provided that no notification that the relevant notice or document 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 or document being served; and
 - (v) if published on the Company's computer network (including, but not limited to, its website), shall be deemed to have been served on the day on which the notice or document is published on the Company's computer network (including, but not limited to, its website) to which he may have access and the notice of such publication is given to such person.
146. The signature to any notice or document by the Company may be written, typed, printed or made electronically.
147. Subject to the Ordinance, any notice or document given or issued to any Member in pursuance of these Articles shall, notwithstanding that such Member be then deceased or bankrupt and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such Member until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his personal representatives and all persons (if any) jointly interested with him in any such shares.
148. Notice of every general meeting shall be given in any manner hereinbefore authorised to (a) every Member, (b) every person entitled to a share in consequence of the death or bankruptcy of a Member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting, and (c) the auditors for the time being of the Company.

Information

149. No Member (not being a Director) shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret or process which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, it will be in expedient in the interests of the Members to communicate to the public.

Winding up

150. 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, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively. If in a winding up the assets available for distribution among the Members are more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the Members in proportion to the capital at the commencement of the winding up paid up by them respectively. This Article shall not add to or detract from the rights of the holders of shares issued upon special terms and conditions.
151. No fee or commission shall be paid by the Company to any Director or liquidator upon any sale or realisation of the Company's undertaking or assets or any part thereof except with the sanction of a general meeting convened by notice specifying the fee or commission proposed to be paid.
152. If the Company shall be wound up (whether voluntarily or otherwise) the liquidator may, with the sanction of a special resolution of the Company passed pursuant to Section 237 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) and any other sanction required by the law, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.
153. In the event of a winding-up of the Company in Hong Kong, every Member who is not for the time being in Hong Kong shall be bound, within 14 days after the passing of an effective resolution to wind up the Company voluntarily, or the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some person resident in Hong Kong and stating that person's full name, address and occupation upon whom all summonses, notices, processes, orders and judgements in relation to or under the winding-up of the Company may be served. In default of such nomination the liquidator of the Company shall be at liberty on behalf of such Member to appoint some such person. Service upon any such appointee, whether appointed by the Member or the liquidator, shall be deemed to be good personal service on such Member for all purposes. Where the liquidator makes any such appointment, he shall with all convenient speed give notice thereof to such Member by advertisement in a leading English language daily newspaper and in a leading Chinese language daily newspaper circulating in Hong Kong as he shall deem appropriate or by a registered letter sent through the post and addressed to such Member at his address as mentioned in the Register, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

Indemnity

154. (A) Subject to the provisions of and so far as may be permitted by the Ordinance, every Director, auditor, Secretary or other officer of the Company and every agent or employee of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in relation to the Company in the execution and discharge of his duties or otherwise in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment or order is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute in which relief is granted to him by any court or tribunal.
- (B) Subject to the Ordinance, 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.
- (C) Subject to the Ordinance, the Company may purchase and maintain for any Director, Secretary, officer or auditor of the Company or any director of an associated company of the Company:
- (i) insurance against any liability to the Company, an associated company of the 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 of the Company; and
 - (ii) insurance against any liability incurred by him in defending any proceedings, whether civil or criminal, taken against him for any negligence, default, breach of duty or breach of trust (including fraud) of which he may be guilty in relation to the Company or an associated company of the Company.

In this Article, “associated company” in relation to the Company means any company that is the Company’s subsidiary or holding company or a subsidiary of the Company’s holding company.

Untraceable Members

155. (A) If a dividend warrant for any share shall be returned undelivered or left uncashed on two consecutive occasions, the Directors shall be entitled to cease sending such dividend warrant by post.
- (B) The Directors may sell 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 give notice of its intention to sell the shares by way of an advertisement published in the newspapers and notifies the Stock Exchange of such intention.

The following table sets out the details of the initial subscribers of the Company, the initial number of shares taken by each of them and the initial share capital of the Company on 10 June 1987:

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each subscriber
<p>(Sd.) TUNG WAH WING, BENSON TUNG WAH WING, BENSON (董華榮) Block A, 12th Floor, Unit 3, Belleve Garden, 53, Kung Lok Road, Kowloon. Merchant</p> <p>(Sd.) TUNG GUT WING TUNG GUT WING (董吉榮) 1611 Lee Cheung Lau, Shun Lee Estate, Kowloon. Merchant</p>	<p>One</p> <p>One</p>
<p>Total Number of Shares Taken</p>	<p>Two</p>