

公司法(經修訂)
股份有限公司

綠城服務集團有限公司的
經第二次修訂及重列的組織章程細則

(於二零二二年六月十七日股東週年大會上獲採納)

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A表

1. 公司法(經修訂)附表的A表所載條例並不適用於本公司。

詮釋

2. (1) 在此等章程細則內，除文義另有所指外，下表第一欄的詞彙具有相應的第二欄所載的涵義。

<u>詞彙</u>		<u>涵義</u>
「公司法」	指	開曼群島第22章公司法(1961年第3號法例，經綜合及修訂)。
「公告」	指	本公司通告或文件之正式出版物，包括在上市規則所允許的情況下透過電子通訊或於報章上刊登廣告或上市規則及適用法律賦予及允許之方式或途徑刊發之出版物。
「章程細則」	指	現有形式的此等章程細則或不時經補充或修訂或取代。
「核數師」	指	本公司不時的核數師，可能包括任何個人或合夥人。
「董事會」或「董事」	指	本公司董事會或以法定人數出席本公司董事會會議的董事。
「股本」	指	本公司不時的股本。

「完整日」	指	就通知期而言，該期間不包括通告發出或視為發出當日以及通告所涉事項當日或其生效當日。
「結算所」	指	本公司股份上市或報價的證券交易所所處司法權區的法例認可的結算所。
「緊密聯繫人」	指	就任何一位董事而言，具指定不時修改的上市規則所賦予的涵義，惟就章程細則第100條而言，倘將由董事會批准的交易或安排屬上市規則的關連交易，則「緊密聯繫人」將具上市條例下有關「聯繫人」的定義。
「本公司」	指	綠城服務集團有限公司。
「主管監管機構」	指	本公司股份上市或報價的證券交易所所處有關地區的主管監管機構。
「債權證」及 「債權證持有人」	指	分別包括債權證股證及債權證股證持有人。
「指定證券交易所」	指	本公司股份上市或報價的證券交易所，而該證券交易所視該等上市或報價為本公司股份的第一上市或報價。
「電子通訊」	指	透過任何媒介以有線、無線電、光學方式或其他任何形式的電子磁方式發送、傳輸、傳送及接收的通訊。
「電子會議」		完全及專門由股東及／或委任代表透過電子設施虛擬出席及參加而舉行及進行的股東大會。
「總辦事處」	指	董事可能不時釐定為本公司主要辦事處的辦事處。

「混合會議」	指	(i) 股東及／或委任代表親身出席主要會議地點及(如適用)一個或以上會議地點及(ii) 股東及／或委任代表透過電子設施虛擬出席及參與而召開之股東大會。
「上市規則」	指	指定證券交易所的規則。
「會議地點」	指	具有於章程細則第64A條所賦予之涵義。
「股東」	指	本公司股本中股份的不時正式登記持有人。
「月」	指	曆月。
「通告」	指	書面通告(除另行特別指明及此等章程細則另有界定者外)。
「辦事處」	指	本公司當時的註冊辦事處。
「普通決議案」	指	由有權投票的股東親自或(如股東為法團)其正式授權代表或(如允許委任代表)受委代表於根據章程細則第59條正式發出的通告舉行的股東大會上以過半數投票通過的決議案為普通決議案。
「繳足」	指	繳足或入賬列作繳足。
「現場會議」	指	由股東及／或受委代表在主要會議地點及／或(如適用)一個或以上會議地點出席及參與而舉行及進行的股東大會。
「主要會議地點」	指	具有於章程細則第59(2)條所賦予之涵義。
「股東名冊」	指	存置於董事會不時決定的開曼群島境內或境外地點的股東名冊總冊及(倘適用)任何股東名冊分冊。

「過戶登記處」	指	就任何類別股本而言，由董事會可不時釐定以存置該類別股本的股東名冊分冊及(除非董事會另有指示)遞交該類別股本的過戶或其他所有權文件以作登記及將予登記的地點。
「印章」	指	在開曼群島或開曼群島以外任何地區使用的本公司印章或任何一個或多個複製印章(包括證券印章)。
「秘書」	指	董事會委任以履行本公司秘書任何職責的任何個人、公司或法團，並包括任何助理秘書、副秘書、臨時秘書或署理秘書。
「特別決議案」	指	由有權投票的股東親自或(如有關股東為法團)其各自的正式授權代表或(如允許委任代表)受委代表於根據章程細則第59條正式發出的通告舉行的股東大會上以不少於四分之三的大多數票通過的決議案為特別決議案。 就此等章程細則或法規任何條文明確規定須以普通決議案處理的事宜，就任何目的而言可以特別決議案處理有關事宜。
「法規」	指	當時生效適用於或可影響本公司的公司法及開曼群島立法機關的各項其他法例、其組織章程大綱及/或此等章程細則。
「主要股東」	指	有權於本公司任何股東大會上行使或控制行使10%或以上(或上市規則不時訂明的有關其他百分比)表決權的人士。
「年」	指	曆年。

- (2) 在此等章程細則內，除非其主題或文義與該解釋並不一致，否則：
- (a) 凡表明單數的詞語亦包含複數，反之亦然；
 - (b) 凡表明性別的詞語亦包含各性別及中性；
 - (c) 凡表明人士的詞語亦包含公司、團體及機構(無論為法人與否)；
 - (d) 於下列詞語中：
 - (i) 「可」應解釋為許可；
 - (ii) 「應」或「將」應解釋為必須；
 - (e) 書面表述應(除出現相反意向)解釋為包括打印、印刷、攝影及其他清晰及非臨時形式的顯示或轉載詞語或數字，或遵照法規及其他適用法律、規則及規例並在其允許的範圍內，任何視象書面替代形式(包括電子通訊)，或部分採用一種視象形式而部分採用另一種視象形式的顯示或轉載詞語的形式，及包括以電子展示方式作出的有關陳述，惟有關文件或通告的送達方式及股東的選擇均須符合一切適用法規、規則及規例；
 - (f) 對任何法例、條例、法規或法定條文的提述應詮釋為當時有效的任何法定修改或重訂；
 - (g) 除上述者外，倘並非與內容的主題不一致，法規所界定的詞彙與此等章程細則所使用者具有相同涵義；
 - (h) 有關經簽署文件或簽立文件(包括但不限於書面決議案)的提述，包括親筆簽署或簽立、蓋上公司印章、附上電子簽署或簽立以電子通訊或以任何其他方式簽署的文件，而有關通告或文件的提述，則包括以任何數碼、電子、電力、磁力或其他可檢索形式或媒體記錄或儲存的通告或文件，以及可看見的資料(不論是否存在實體)；
 - (i) 如開曼群島電子交易法(2003年)第8條及第19條(經不時修訂)施加此等章程細則所載以外的責任或規定，則不適用於此等章程細則；

- (j) 對會議的提述應指以章程細則允許的任何方式召開及舉行的會議，且就法規及章程細則而言，任何透過電子設施出席及參與會議的股東或董事應被視為出席該會議，而出席及參與應據此解釋；
- (k) 對某人參與股東大會之事項之提述包括但不限於及(如有關)(包括若為法團，透過正式獲授權的代表)發言或溝通、投票、由受委代表代表及以印刷本或電子形式獲得法規或章程細則規定須在大會上提供之所有文件之權利，而參與股東大會之事項將據此解釋；
- (l) 對電子設施的提述，包括但不限於網址、網絡研討會、網絡廣播、視像或任何方式的電話會議系統(電話、視像、網絡或其他)；及
- (m) 如股東為法團，章程細則中對股東的任何提述，如文義要求，應指該股東正式授權的代表。

股本

- 3. (1) 於此等章程細則生效當日，本公司的股本分為每股面值0.00001港元的股份。
- (2) 根據公司法、本公司組織章程大綱及章程細則及(如適用)上市規則及／或任何主管監管機構的規則，本公司有權購買或收購其本身股份，而有關權力須由董事會根據及遵照其全權酌情認為適當的條款及條件，按其全權酌情認為適當的方式行使，而就公司法而言，董事會決定的購買方式須被視為已獲此等章程細則授權。本公司據此獲授權從股本或根據公司法可就此授權作此用途的任何其他賬目或資金中撥付款項購買其股份。
- (3) 在遵守)上市規則所及任何其他主管監管機構的規則及規例為前提，本公司可為任何人士購買或將購買本公司任何股份或為相關目的提供財務資助。
- (4) 董事會可接受無償交回的任何繳足股份。
- (5) 股份不得以不記名方式發行。

股本變更

4. 本公司可不時依照公司法通過普通決議案更改其組織章程大綱的條件，以：
 - (a) 藉將有關股份數目分為如決議案所訂明的有關金額的股份增加其股本；
 - (b) 將其全部或任何股本合併或分拆為面值高於現有股份的股份；
 - (c) 在無損之前已授予現有股份持有人的任何特別權利的情況下，將其股份分拆為數個類別，並分別附有任何優先、遞延、合資格或特別權利、特權、條件或有關限制，倘本公司於股東大會並無作出有關釐定，則董事可作出釐定，惟倘本公司發行不賦投票權的股份，則在有關股份的稱謂中必須加上「無投票權」一詞；倘股本包括具不同投票權的股份，則須在各類別股份(具最優先投票權的股份除外)的稱謂中加上「有限制投票權」或「有限投票權」一詞；
 - (d) 在公司法規限下，將股份或任何部分股份拆細為面值低於本公司的組織章程大綱所指定的股份，以致透過該決議案決定，在因拆細股份而形成的股份持有人之間，其中一類別或多類別股份相比於其他股份而言可享有任何優先或遞延或其他或受本公司有權附加於未發行股份或新股份的優先權利或受任何該等限制所規限；
 - (e) 註銷任何在通過決議案之日尚未獲任何人士認購或同意認購的股份，並按註銷股份的面額削減其股本金額，或倘屬無面值的股份，則削減其股本所分拆的股份數目。
5. 董事會可以其認為權宜的方式解決根據上一條章程細則有關任何合併或分拆而產生的任何困難，特別是，在無損上述一般性的原則下，可就零碎股份發行股票或安排出售該等零碎股份，並按適當比例向原有權取得該等零碎股份的股東分派出售所得款項淨額(經扣除出售開支)，及就此而言，董事會可授權某一人士向買家轉讓零碎股份，或議決將向本公司支付的該等所得款項淨額撥歸本公司所有。該買家毋須理會購買款項的運用情況，且其於該等股份的所有權概不會因出售程序不合規則或不具效力而受影響。

6. 本公司可不時通過特別決議案以法例允許的方式削減其股本或任何資本贖回儲備或其他不可供分派儲備，惟須符合公司法規定的任何確認或同意。
7. 除發行條件或此等章程細則另有規定者外，通過增設新股所增加的股本視作構成本公司原有股本的一部分，且該等股份須受此等章程細則所載有關催繳股款及分期付款、轉讓及轉送、沒收、留置權、註銷、交回、投票及其他方面的條文規限。

股權

8. (1) 在公司法及本公司組織章程大綱及細則的條文，以及在不影響任何股份或任何類別股份持有人所獲授的特別權利的情況下，董事會可決定發行附有特別權利或限制(無論關於派息、投票權、資本歸還或其他方面)的任何股份(無論是否構成現有股本的一部分)。
 - (2) 根據公司法、上市規則及本公司的組織章程大綱及細則，以及在不影響任何股份或任何類別股份持有人所獲賦予的特別權利的情況下，股份的發行條款為該等股份可予(或可由本公司或其持有人選擇)以董事會認為適合的方式(包括自股本撥款)贖回。
9. 特意刪除。

更改權利

10. 在公司法的規限下及在不影響細則第8條的情況下，除非該類別股份的發行條款另有規定，股份或任何類別股份當時所附全部或任何特別權利，可在該類別已發行股份的股東不少於四分之三投票權的持有人書面同意或在該類別股份持有人單獨召開的股東大會上以特別決議案批准下不時(無論本公司是否正在清盤)更改、修訂或取消。就每個該等獨立股東大會而言，本細則內有關本公司股東大會的所有條文在作出必要修改後仍屬適用；然而：
 - (a) 大會(續會除外)所需的法定人數為持有或所持代表委任表格代表該類別已發行股份不少於三分之一的兩位人士(或倘股東為法團，則其正式授權代表)，而於有關持有人的任何續會上，兩位親自或(倘股東為法團)由其正式授權代表或受委代表(不論其所持股份數目)出席的股東即可構成法定人數；及
 - (b) 該類股份的每位持有人有權在投票表決時就所持的每股股份投一票。

11. 賦予任何股份或任何類別股份持有人的特別權利不可(除非該等股份所附有的權利或其發行條款另有明確規定)藉增設或發行與該等股份享有同等權益的股份而視作已被更改、修訂或廢除。

股份

12. (1) 在公司法、此等章程細則、本公司可能於股東大會上發出的任何指示及(如適用)上市規則規限下，以及在不影響任何股份或任何類別股份當時所附任何特別權利或限制的情況下，本公司的未發行股份(無論是否構成原有或任何已增加股本的其中部分)須由董事會處置，可按董事會全權酌情決定的時間、代價及條款與條件，向董事會全權酌情決定的人士提呈發售、配發、授出購股權或以其他方式處置，惟不得以以面值折讓價發行股份。本公司或董事會在配發股份、提呈售股建議、授予購股權或出售股份時，毋須向註冊地址位於董事會認為倘無作出註冊聲明或其他特別手續情況下作出上述行動即屬或可能屬違法或不可行的任何特定地區的股東或其他人士作出有關配發、提呈售股建議、授予購股權或出售股份。因前一句子而受影響的股東無論如何不得成為或不被視為獨立類別的股東。
- (2) 董事會可按彼等不時決定的條款發行賦予其持有人認購本公司股本中任何類別股份或證券權利的認股權證或可換股證券或類似性質的證券。
13. 本公司可就發行任何股份行使公司法所賦予或許可的支付佣金及經紀佣金的所有權力。在公司法規限下，佣金可以現金支付或配發全部或部分繳足股份或部分以現金而部分以配發全部或部分繳足股份方式支付。
14. 除非法例有所規定，否則任何人不會獲本公司承認以任何信託方式持有任何股份，而本公司毋須或以任何方式受規定須承認(即使本公司已知悉有關事項)任何股份或任何不足一股的股份中的衡平法權益、或有權益、未來權益或部分權益，或(只有本細則或法例所另有規定者除外)任何股份的任何其他權利，但登記持有人對該股份全部的絕對權利不在此限。
15. 在公司法及此等章程細則規限下，董事會可於配發股份後但於任何人士記入股東名冊作為持有人前任何時候，承認承配人以某一其他人士為受益人而放棄獲配股份，並可於施加董事會認為適合的條款及條件後給予股份承配人權利，令有關放棄事宜生效。

股票

16. 所發行的每張股票均須加蓋公司印章或其摹本或在其上印有印章，並須指明其所涉的股份數目及類別及其相關的特定股份數目(如有)，以及就此實繳的股款，並可為董事可能不時釐定的方式。股票如需蓋有或印有本公司的鋼印，則必需有董事授權或由具有法定授權的適當職員簽立(除非董事另有決定)。不可簽發代表多於一類股份的股票。董事會可議決(無論屬一般情況或任何特定情況)任何有關股票(或其他證券的證書)上的任何簽名毋須為親筆簽名，惟可以若干機印方式加蓋或加印於該等證書上。
17. (1) 如屬由若干人士共同持有的股份，本公司毋須就此發出一張以上股票，而向其中一名聯名持有人交付一張股票，即視為已向所有該等持有人充分交付股票。
(2) 倘股份以兩位或以上人士名義登記，則於股東名冊內排名首位的人士就接收通知及(在此等章程細則規定下)有關本公司的全部或任何其他事項(轉讓股份除外)而言，視為該股份的唯一持有人。
18. 名字於股份配發後列入股東名冊作為股東的每位人士，均有權在毋須付款的情況下收取一張代表任何一種類別的所有股份的股票，或於獲發首張股票後，就每張股票支付董事會不時決定為合理的現金開支後，獲發若干張代表一股或以上該類股份的股票。
19. 股票須於作出配發或(除非本公司當時有權拒絕登記轉讓且並無登記有關轉讓)本公司收到轉讓文件後，於公司法規定或指定證券交易所不時釐定(以較短者為準)的相關時限內簽發。
20. (1) 於每宗股份過戶後，轉讓人持有的股票須予放棄以作註銷，並須就此立即註銷，而承讓人可於支付本章程細則第(2)段所訂明的費用後，就其獲轉讓的股份獲發新股票。而倘所放棄股票中包括的股份有任何部分由轉讓人保留，將會於轉讓人向本公司支付前述應由彼支付的費用後就有關股份向彼發出新股票。
(2) 上文第(1)段所述費用不得超過指定證券交易所可能不時釐定的最高金額，惟董事會可於任何時間為有關費用設定較低金額。

21. 如股票遭到毀壞或塗污或指稱已遭丟失、偷竊或損毀，代表同一股份的新股票可應要求向有關股東發出，惟須支付指定證券交易所可能釐定為最高應付金額或董事會可能釐定的較低金額的費用，以及須符合董事會可能認為就證明以及就本公司因應調查該等憑證及準備該等彌償保證而實際承擔的成本及合理現金開支屬合適的條款(如有)；如屬毀壞或塗污，須向本公司交回舊股票，惟如屬已發行認股權證的證書，則除非董事會毫不懷疑地信納正本已遭損毀，否則概不發行新認股權證證書以替代已遺失的證書。

留置權

22. 本公司對於已催繳或須於指定時間支付股款的每股股份(並非繳足股份)的所有款項(不論股款是否須於現時支付)擁有第一及最高留置權。對於以一名股東名義(無論是否與其他股東聯名)登記的每股股份(並非繳足股份)，本公司亦就該股東或其遺產現時應付本公司的所有款項擁有第一及最高留置權，而不論該等金額是否已於向本公司知會該股東以外任何人士的衡平權益或其他權益之前或之後發生，以及支付或解除該等款項的期間實際上是否屆滿，亦不論該等金額是否為該股東或其遺產及任何其他人士(無論是否為股東)的共同債務或負債。本公司對股份的留置權延伸至就股份所派付的所有股息或其他應付款項。董事會可隨時在一般情況下或因應任何特定情況放棄所產生的任何留置權，或宣佈任何股份可獲豁免遵守本章程細則全部或部分條文。
23. 在此等章程細則的規限下，本公司可按董事會釐定的方式出售本公司擁有留置權的任何股份，惟除非存在留置權股份的某些款額目前應付或存在留置權股份有關的負債或協定須要現時履行或解除，且直至發出書面通知(聲明及要求支付現時應付的款項或指明負債或協定及要求履行或解除負債或協定及通知有意出售欠繳股款股份)已送呈當時的股份登記持有人或其身故或破產而有權收取的人士後十四(14)個完整日已屆滿，否則不得將有關股份出售。
24. 出售所得款項淨額由本公司收取，並用於支付或解除存在留置權股份目前應付的負債或責任，而任何餘額須(在出售前股份中存在並非目前應付的負債或責任的類似留置權規限下)支付予出售時有權獲得股份的人士。為使任何該等出售生效，董事會可授權若干人士將已出售股份轉讓予股份的買方。買家須登記為獲轉讓股份的持有人，且其毋須理會購買款項的運用情況，其就該等股份的所有權概不會因出售程序不合規則或不具效力而受影響。

催繳股款

25. 在此等章程細則及配發條款規限下，董事會可不時向股東催繳有關彼等所持股份的任何尚未繳付的款項(不論為股份名義價值或溢價)，且各股東應(於獲發最少十四(14)個完整日的通告，其中指明繳付時間及地點的情況下)向本公司支付該通告就其股份所要求繳交的催繳股款。董事會可決定全部或部分延後、延遲或撤回催繳，惟股東概無權作出任何延後、延遲或撤回，除非獲得寬限及優待則另當別論。
26. 催繳股款視作於董事會授權進行催繳的決議案通過當時作出，並可一次過或分期繳付。
27. 被催繳股款的人士須負責支付向其催繳的股款，而不論涉及催繳股款的股份其後是否已經轉讓。股份聯名持有人共同及個別負責支付有關股份涉及的所有催繳股款及到期分期股款或其他到期款項。
28. 倘股份的催繳股款未能於指定付款日期之前或該日繳付，則欠款人士須就尚欠款項按董事會釐定的利率(不超過年息二十厘(20%))支付由指定付款日期至實際付款日期止期間的利息，惟董事會可酌情豁免繳付全部或部分利息。
29. 股東支付(無論單獨或聯同任何其他人士)結欠本公司的所有催繳股款或分期款項連同利息及開支(如有)以前，概無權收取任何股息或紅利、無權親身或以受委代表出席任何股東大會及在會上投票(作為另一股東的受委代表除外)、不會計入法定人數，亦不可行使股東的任何其他特權。
30. 在審訊或聆訊有關追討任何到期催繳股款的法律訴訟或其他程序時，只須證明被起訴股東的姓名已在股東名冊內登記成為與所產生的債務有關的股份的持有人或其中一名持有人、作出催繳股款的決議案已於會議記錄冊內正式記錄及催繳股款的通知已按此等章程細則的規定向被起訴股東正式發出，即屬足夠證據；前述事項的證明為債務的確證，而毋須證明作出上述催繳股款的董事的任命或任何其他事宜。
31. 於配發時或於任何指定日期就股份應付的任何款項(無論按名義價值或溢價或作為催繳股款的分期付款)視為已正式作出催繳及應於指定付款日期支付，及倘並未支付，則此等章程細則的條文應適用，猶如該款項已因正式作出催繳及通知而成為到期應付。

32. 於發行股份時，董事會可就承配人或持有人需付的催繳股款及付款時間作出不同安排。
33. 董事可在其認為適當的情況下，收取股東就所持任何股份願意預繳(不論以現金或現金等值支付)的全部或任何部分未催繳及未支付股款或應付分期款項，而就所預繳的全部或任何款項按董事會可能釐定的利率(如有)支付利息。董事會可向有關股東發出不少於一個月的書面通告，表明有意償還上述預繳款項，以隨時償還該等預繳款項，除非在該通告屆滿之前預繳款項涉及的股份已被催繳股款。預先支付的款項不會賦予有關股份持有人參與其後就股份所宣派股息的權利。

沒收股份

34. (1) 如催繳股款於到期應付後仍未支付，董事會可向欠款人士發出不少於十四(14)個完整日的通告：
- (a) 要求支付未繳付款額連同任何應計利息，而有關利息可計至實際付款日期；及
- (b) 聲明倘該通告不獲遵從，則該等已催繳股款的股份可被沒收。
- (2) 如未能遵守任何該等通告的規定，與通告相關的任何股份可於其後任何時間(但在支付所有到期催繳股款及利息之前)，以董事會決議案方式被沒收，而有關沒收包括就被沒收股份宣派但於沒收前實際並未支付的所有利息及紅利。
35. 如有任何股份被沒收，沒收通知將送達沒收之前為股份持有人的人士。即使沒有發出或因疏忽而沒有發出有關通告，沒收亦不會因而無效。
36. 董事會可接受交回任何須予沒收的股份，而在該情況下，此等章程細則中有關沒收的提述包括交回。
37. 被沒收的任何股份應視為本公司的財產，且可按董事會釐定的條款及方式銷售、重新分配或以其他方式出售予董事會釐訂的有關人士，而於銷售、重新分配及出售前任何時間，董事會可按其釐定的條款取消沒收。

38. 股份被沒收的人士不再為被沒收股份的股東，惟仍有責任向本公司支付於沒收當日該股東就該等股份應付予本公司的一切款項，連同(在董事會酌情要求下)就有關款項由沒收股份日期起至付款日期止按董事會釐定的利率(年息不超過二十厘(20%))計算的利息。倘董事會認為適當，董事會可於沒收當日強制執行有關付款，而不會扣除或扣減遭沒收股份的價值，惟當本公司已就股份獲悉數支付全部有關款項，則其責任亦告終止。就本章程細則而言，按股份發行條款須於沒收日期後指定時間支付的任何款項，無論是作為股份面值或溢價，即使尚未達到該指定時間，仍視為於沒收日期應付，並於沒收時隨即到期應付，惟只須就上述指定時間至實際付款日期止期間支付利息。
39. 董事或秘書就股份已於指定日期被沒收發出的聲明，對於宣稱擁有有關股份的所有人士而言，該聲明為所述事實的確證，並(如有必要，在本公司簽立轉讓文據的情況下)構成股份的妥善所有權，而獲出售股份的人士將登記成為股份持有人，且毋須理會代價(如有)的應用情況，其對股份的擁有權亦不會因股份沒收、發售或出售程序的不當或無效情況而受影響。於任何股份被沒收時，須向緊接沒收前仍然為股份登記持有人的股東發出通知，並即時將沒收事宜連同有關日期記錄於股東名冊內；然而，即使沒有發出或因疏忽而沒有發出有關通知或在股東名冊內作出記錄，沒收亦不會因任何方式而無效。
40. 即使已作出上述沒收，在任何被沒收股份被出售、重新配發或以其他方式處置前，董事會可隨時准許被沒收股份於所有催繳股款及其應計利息以及就股份所涉的開支獲支付下，以其認為適當的其他條款(如有)購回。
41. 沒收股份無損本公司對有關股份已作出的任何催繳或應付分期付款的權利。
42. 倘未有按股份發行條款支付於指定時間應付的款項(不論該等款項作為股份面值或溢價)，則此等章程細則有關沒收的條文將適用，猶如有關款項因已正式作出催繳及已發出通知而應予支付。

股東名冊

43. (1) 本公司須存置一本或以上股東名冊，並於其內載入下列資料，即：
- (a) 各股東的名稱及地址、其所持股份數目及類別及就該等股份已支付或同意視為已支付的股款；
 - (b) 各人士記入股東名冊的日期；及
 - (c) 任何人士不再為股東的日期。
- (2) 本公司可存置一本海外或本地或居於任何地方股東的其他股東名冊分冊，而董事會可按其決定訂立及修訂有關存置任何有關股東名冊及就此設置過戶登記處的有關規例。
44. 股東名冊及股東名冊分冊(視情況而定)須於營業時間至少有兩(2)個小時供股東免費或供其他人士於支付最多2.50港元(或董事會訂明的較低金額)後，在辦事處或按照公司法存置股東名冊的其他地點查閱，或(倘適用)於支付最多1.00港元(或董事會訂明的較低金額)後，在過戶登記處查閱。於指定報章或任何指定證券交易所規定的任何其他報章以廣告方式發出通知後，或以任何指定證券交易所接受的電子方式作出通知後，股東名冊(包括任何海外或當地或其他股東名冊分冊)可於董事會釐訂的時間或每年合共不得超過三十(30)日的期間暫停辦理全部或任何類別股份的過戶登記手續。

記錄日期

45. 在上市規則規限下，即使此等章程細則有任何其他條文，本公司或董事會可釐定任何日期為：
- (a) 確定股東有權參與任何股息、分派、配發或發行的記錄日期；
 - (b) 確定股東有權收取本公司任何股東大會通告及於本公司任何股東大會上投票的記錄日期。

股份轉讓

46. (1) 在此等章程細則規限下，任何股東可以一般或通用格式或指定證券交易所指定之表格或董事會批准的任何其他格式的轉讓文書，轉讓其全部或任何股份。該等文書可以親筆簽署，或如轉讓人或承讓人為結算所或其代名人，則可以親筆或機印方式簽署或董事會不時批准的其他方式簽署轉讓文書。
- (2) 儘管有上文第(1)分段的規定，只要任何股份於指定證券交易所上市，該等上市股份的擁有權可根據適用於該等上市股份的法律以及適用於或應當適用於該等上市股份的上市規則證明和轉讓。本公司有關其上市股份的股東名冊(不論是股東名冊或股東名冊分冊)可以不可閱形式記錄公司法第40條規定的詳細資料，但前提是該等記錄須符合適用於該等上市股份的法律以及適用於或應當適用於該等上市股份的上市規則。
47. 轉讓文書須由轉讓人及承讓人雙方或其代表簽署(惟董事會在認為適合的情況下有權酌情豁免承讓人簽署轉讓文書)。在不損害前述章程細則的原則下，在一般情況或在特殊情況下，董事會亦可應轉讓人或承讓人的要求，議決接受機印方式簽署的轉讓文書。在股份承讓人登記於股東名冊前，轉讓人仍得視為股份的持有人。此等章程細則概無妨礙董事會確認獲配發人以某一其他人士為受益人放棄獲配發或暫定配發的任何股份。
48. (1) 董事會可全權酌情且毋須給予任何理由拒絕登記將未繳足股份轉讓予其不認可的人士或根據僱員股份獎勵計劃發行予僱員而其轉讓仍受限制的股份轉讓，此外，董事會並可(在不損及上述一般性的原則下)拒絕登記將任何股份轉讓予多於四(4)名的聯名股份持有人或本公司擁有留置權的未繳足股份的轉讓。
- (2) 股份概不得轉讓予未成年或精神不健全的人士或喪失其他法律上行為能力的人士。
- (3) 在適用法例允許下，董事會可全權酌情隨時及不時將股東名冊總冊的股份轉至分冊，或將股東名冊分冊的股份轉至總冊或其他分冊。倘作出任何轉移，要求作出轉移的股東須承擔轉移成本(除非董事會另有決定)。

- (4) 除非董事會另行同意(該同意可按董事會不時全權酌情釐定的條款及條件作出，且董事會可全權酌情作出或收回該同意而毋須給予任何理由)，否則不可將股東名冊總冊的股份轉至分冊或將股東名冊分冊的股份轉至總冊或任何其他分冊。與股東名冊分冊的股份有關的所有轉讓文書及其他所有權文件，須提交有關過戶登記處登記；而與股東名冊總冊的股份有關的所有轉讓文書及其他所有權文件，則須提交辦事處或按照公司法存置股東名冊總冊的其他地點登記。
49. 在不限制前述章程細則的一般性的原則下，董事會可拒絕承認任何轉讓文書，除非：
- (a) 已就股份轉讓向本公司支付任何指定證券交易所規定須支付的最高數額或董事會不時規定的較低數額費用；
 - (b) 轉讓文書僅有關一類股份；
 - (c) 轉讓文書連同有關股票及董事會可合理要求以證明轉讓人有權轉讓股份之憑證(及倘轉讓文書由其他人士代表簽署，則授權行事人士的授權書)一併送交辦事處或依照公司法存置股東名冊的其他地點或過戶登記處(視情況而定)；及
 - (d) 轉讓文書已正式蓋上釐印(如有需要)。
50. 倘董事會拒絕登記任何股份的轉讓，則須於向本公司提交轉讓要求之日起計兩(2)個月內，分別向轉讓人及承讓人發出拒絕通告。
51. 根據指定證券交易所之規定於任何報章，透過公告或電子通訊或以廣告方式發出通告後，可暫停辦理股份或任何類別股份的過戶登記，其時間及期間可由董事會決定，惟在任何年度內股東名冊的暫停登記期間合共不得超過三十(30)個完整日。倘股東以普通決議批准，則可就任何年度延長三十(30)日期間。

轉移股份

52. 倘股東身故，則其一名或以上尚存人(倘死者為聯名持有人)及其法定遺產代理人(倘其為單一或唯一尚存持有人)將為就擁有其於股份中權益而獲本公司認可的唯一人士；惟本章程細則所述概不會解除已故股東(無論單獨或聯名)的遺產就其單獨或聯名持有的任何股份的任何責任。
53. 因股東身故或破產或清盤而有權擁有股份的任何人士，於出示董事會可能要求的所有權證據後，可選擇成為股份持有人或提名他人登記為股份的承讓人。倘其選擇成為持有人，則須以書面通告過戶登記處或辦事處(視情況而定)以知會本公司，以令其生效。倘其選擇由他人登記，則須以該人士為受益人而簽署股份轉讓文書。此等章程細則有關轉讓及登記股份轉讓的規定適用於上述通告或轉讓，猶如該股東並無身故或破產及該通告或轉讓乃由該股東簽署。
54. 因股東身故或破產或清盤而有權擁有股份的人士，應有權獲得相同於倘其獲登記為股份持有人而有權獲得的股息及其他利益。然而，倘董事會認為適當，董事會可扣起有關股份的任何應付股息或其他利益的支付，直至該人士成為股份的登記持有人，或已獲實質轉讓該股份，惟倘符合章程細則第72(2)條規定，該人士可於大會上投票。

無法聯絡之股東

55. (1) 在不損及本公司根據本章程細則第(2)段的權利情況下，倘有關股息支票或股息單連續兩次不獲兌現，則本公司可停止郵寄股息權益支票或股息單。然而，本公司有權於有關支票或股息單首次出現未能送遞而遭退回後，即時停止郵寄股息權益支票或股息單。
- (2) 本公司有權以董事會認為適當的方式出售無法聯絡股東的任何股份，惟只在下列情況下，方可進行出售：
- (a) 有關股份應以現金支付予該等股份持有人款項的股息相關的所有支票或股息單合共不少於三份，於有關期間按章程細則許可的方式寄發後仍未兌現；

- (b) 於有關期間屆滿時，據本公司所知，本公司於有關期間內任何時間並無接獲任何有關該股東(即該等股份的持有人或因身故、破產或因法律的施行而擁有該等股份的人士)存在的消息；及
- (c) 本公司已通知其有意出售該等股份，并按照指定證券交易所規則的規定在日報以及於該股東或根據章程細則第54條有權獲得股份的任何人士的最後所知地址所屬地區發行的報章以廣告方式發出通告，且自刊登廣告之日起計三(3)個月或指定證券交易所允許的較短期間已屆滿。

就上文而言，「有關期間」指本章程細則(c)段所述刊登廣告之日前十二(12)年起至該段所述期間屆滿的期間。

- (3) 為令任何有關出售生效，董事會可授權某一人士轉讓上述股份，而由或代表該人士簽署或以其他方式簽立的轉讓文書的效力等同於由登記持有人或因轉移股份而獲權利的人士簽立的轉讓文書，且買方毋須理會購買款項的運用情況，其就該等股份的所有權概不會因出售程序不合規則或不具效力而受影響。任何出售所得款項淨額將撥歸本公司所有，本公司於收訖該款項淨額後，即欠負該位本公司前股東一筆相等於該項淨額的款項。本公司概不會就該債項設立信託，亦不會就此支付利息，而本公司毋須對賺取自所得款項淨額(可用於本公司業務或本公司認為適當的用途)的任何款項作出交代。即使持有所出售股份的股東身故、破產或出現其他喪失法律上行為能力或行事能力的情況，依據本章程細則作出的任何出售仍為有效及具效力。

股東大會

- 56. 除本公司採納該等章程細則之財政年度外，本公司的股東週年大會須每個財政年度舉行一次，而每屆股東週年大會須於本公司財政年度結束後六(6)個月內舉行，除非相隔較長期間並無違反上市規則的規定(如有)。
- 57. 股東週年大會以外的每個股東大會均稱為股東特別大會。所有股東大會(包括股東週年大會、任何續會或延期會議)可按章程細則第64A條的規定，在世界任何地方的一個或多個地點以現場會議的形式舉行，也可按董事會的絕對酌情決定以混合會議或電子會議的形式舉行。

58. 董事會可於任何其認為適當的時候召開股東特別大會。任何於遞呈要求日期持有不少於本公司繳入股本(附有於本公司股東大會表決的權利)十分一之任何一名或多於一名股東，於任何時候有權透過向董事會或公司秘書發出書面要求，要求董事會召開股東特別大會，以處理有關要求中指明的任何事項或決議案；且該大會應於遞呈該要求後兩(2)個月內舉行。倘遞呈後二十一(21)日內，董事會未有行動召開該大會，則遞呈要求人士可自行只在一個地點召開現場會議，該地點將是主要會議地點，而遞呈要求人士因董事會未有召開大會而產生的所有合理開支應由本公司向遞呈要求人士作出償付。

股東大會通告

59. (1) 股東週年大會必須發出最少二十一(21)個完整日的通告而召開，所有其他股東大會(包括股東特別大會)則必須最少十四(14)個完整日的通告召開，惟倘上市規則批准並在下列人士同意下，在公司法規限下召開股東大會的通知期可較上述所規定者為短：
- (a) 如為召開股東週年大會，經全體有權出席及表決的本公司股東同意；及
 - (b) 如為任何其他大會，則經大多數有權出席及於會上表決的股東(於全體大會之總投票權百分之九十五(95%))同意。
- (2) 通告須註明(a)會議時間及日期，(b)會議地點(電子會議除外)，及(若董事會根據章程細則第64A條決定於多個地點舉行會議)主要的會議地點(「**主要會議地點**」)，(c)若股東大會將以混合會議或電子會議的方式召開，通告須載有相關聲明，並附有以電子方式出席及參加會議的電子設備的詳細資料，或本公司在會前將於何處提供相關詳細資料，以及(d)於會議中考慮的決議案詳情。召開股東週年大會的通告亦須註明上述資料。每次股東大會的通告須寄發予所有股東、因股東身故或破產或清盤而取得股份的所有人士及董事會及核數師，惟按照此等章程細則或所持股份的發行條款規定無權收取本公司有關通告者除外。
60. 意外遺漏發給大會通告或(倘連同通告寄發委任代表文件)寄發委任代表文件，或有權收取該通告的任何人士並無收到該通告或委任代表文件，不會令任何已獲通過的決議案或該大會的議事程序失效。

股東大會議事程序

61. (1) 所有在股東特別大會處理的事項被視為特別事項，而在股東週年大會處理的事項亦被視為特別事項，除下列事項以外：
- (a) 宣告及批准派息；
 - (b) 考慮並採納賬目及資產負債表及董事會與核數師報告及資產負債表須附加的其他文件；
 - (c) 因輪值告退或替代退任董事會而選舉董事會；
 - (d) 委任核數師(根據公司法毋須就此項委任發出特別意向通告)及其他高級職員；及
 - (e) 釐定核數師酬金以及就董事會酬金或額外酬金表決。
- (2) 股東大會議程開始時如無足夠法定人數出席，則不可處理任何事項，惟仍可委任大會主席。兩(2)名有權表決並親自出席的股東或或僅就法定人數而言由結算所委派作為授權代表或受委代表即組成處理任何事項的法定人數。
62. 倘於大會指定舉行時間後三十(30)分鐘(或大會主席可能決定等候不超過一小時的較長時間)未有足夠法定人數出席，則(倘大會應股東要求而召開)須予散會。在任何其他情況下，則須押後至下星期同日同一時間及(如適用)同一地點或大會主席(或如無，董事會)全權釐定的其他時間及(如適用)地點以章程細則第57條所述的形式及方式舉行。倘於有關續會上，於大會指定舉行時間起計半小時內出席人數未符法定人數，則須予散會。

63. 本公司主席或(如有多位主席)主席間協定的任何一位主席(或如無法達成協定)所有在場董事推選出的任何一位主席在各股東大會出任主席主持股東大會。倘於任何大會上，主席於大會指定舉行時間後十五(15)分鐘內出席或不願擔任主席，本公司副主席或(如有多位副主席)副主席間協定的任何一位副主席或(如無法達成協定)所有在場董事推選出的任何一位副主席應出任主席主持大會。若主席或副主席概無出席或概不願擔任大會主席，則在場董事須推舉其中一位出任主席主持大會，或倘只有一名董事出席，則其須出任主席(如願意出任)。倘並無董事出席或出席董事概不願出任主席，或倘獲選的主席已退任，則親自或正式委任代表出席且有權表決的股東須推舉其中一名出任大會主席。
64. 在不違反章程細則第64C條的前提下，在有法定人數出席的任何大會上取得同意後，主席可(及倘大會作出如此指示則須)按大會決定而不時休會(或不確定)及/或另定舉行地點及/或更改會議形式(現場會議、混合會議或電子會議)，惟於任何續會上，概不得處理倘並無休會可於會上合法處理事務以外的事務。倘休會十四(14)日或以上，則須就舉行續會發出至少七(7)個完整日通告，其中指明章程細則第59(2)條所載的詳情，惟並無必要於該通告內指明將於續會上處理事務的性質及將予處理事務的一般性質。除上述者外，並無必要就任何續會發出通告。
- 64A. (1) 董事會可全權酌情安排有權出席股東大會的人士於董事會全權酌情決定的一個或多個地點(「會議地點」)以電子設施同時出席及參與。以該等方式出席及參與的任何股東或任何受委代表，或以電子設施出席及參與電子會議或混合會議的任何股東或受委代表，均被視為出席並計入會議法定人數。
- (2) 所有股東大會須受制於以下規定，而(倘適用)本第(2)分段中所有對「股東」或「股東」的提述須分別包括受委代表：
- (a) 倘股東出席會議地點及/或就混合會議而言，倘會議已於主要會議地點舉行，則會被視為已開始；

- (b) 親自或委派代表出席會議地點的股東及／或以電子方式出席及參與電子會議或混合會議的股東，須計入有關會議的法定人數及有權表決，而該會議須妥為組成，其議事程序亦屬有效，惟會議主席須信納在整個會議期間有足夠的電子設施，以確保所有會議地點的股東及以電子方式參與電子會議或混合會議的股東能參與會議所召開的事項；
 - (c) 倘股東在其中一個會議地點出席會議及／或股東以電子設施參與電子會議或混合會議，則電子設施或通訊設備出現故障(不論原因)，或任何其他未能讓身處主要會議地點以外的會議地點的股東參與會議所召開的事項或電子會議或混合會議的安排。儘管本公司已提供足夠的電子設施，但一名或多名股東或受委代表未能使用或繼續使用電子設施，並不影響大會或已通過的決議案的有效性，或大會上進行的任何事務或就該等事務採取的任何行動，惟在整個大會期間須有法定人數出席。
 - (d) 倘任何會議地點與主要會議地點不在同一司法權區，及／或倘為混合會議，則本細則有關送達及發出會議通告及遞交代表委任書時間的規定，應參照主要會議地點而適用；倘為電子會議，遞交代表委任書的時間應與會議通告所載者相同。
- 64B. 董事會及於任何股東大會上，大會主席可不時作出安排，以管理出席及／或參與及／或投票於主要會議地點、任何會議地點及／或透過電子設施參與電子會議或混合會議(不論涉及發出門票或其他識別方式、密碼、座位預留、電子投票或其他)。惟根據該等安排無權親身或委派代表出席任何會議地點的股東，有權出席任何其他會議地點的會議。而任何股東以此方式出席於該會議地點或該等會議地點舉行的會議或續會或延會的權利，須受當時有效的任何有關安排及適用於該會議的會議通告或續會或延會所規限。

64C. 倘股東大會主席認為：

- (a) 主要會議地點或可出席會議的其他會議地點的電子設施已不足以達到章程細則第64A(1)條所述的目的，或因其他原因不足以讓會議大致上按照會議通告所載的條文進行；或
- (b) 就電子會議或混合會議而言，本公司所提供的電子設施已變得不足夠；或
- (c) 無法確定出席者的意見，或無法給予所有有權如此行事的人士合理的機會在會議上溝通和／或投票；或
- (d) 大會上發生暴力或暴力威脅、不守規矩行為或其他幹擾，或無法確保大會妥當及有秩序地進行；

則在不影響大會主席根據本章程細則或普通法所擁有的任何其他權力的情況下，主席可全權酌情決定在未經大會同意下，於大會開始之前或之後及不論是否有法定人數出席，終止或延期舉行會議(包括無限期延期舉行會議)。直至延期舉行會議前，會議上進行的所有事項均屬有效。

64D. 董事會及於任何股東大會上，大會主席可作出董事會或大會主席(視情況而定)認為適當的任何安排及施加任何要求或限制，以確保大會安全及有秩序地進行(包括但不限於要求出席大會的人士出示身份證明、搜查彼等的個人財物及限制可帶入會場的物品，以及釐定可於會上提出問題的數目、次數及時間)。股東也應遵守舉行會議的場所的所有者所施加的所有要求或限制。根據本條作出的任何決定應是最終的和決定性的，拒絕遵守任何此類安排、要求或限制的人可被拒絕進入會議或(以現場或電子方式)被逐出會議。

- 64E. 倘若在發出股東大會通告後但在會議召開前，或在會議延期後但在續會召開前(無論是否需要發出續會通告)，董事全權酌情認為如因任何原因而不合適、不可行、不合理或不適宜按召開大會通告所指定的日期、時間、地點或以電子設施舉行股東大會，則董事會可更改或延期舉行大會至另一日期、時間及/或地點及/或更改電子設施及/或更改大會形式(現場會議、電子會議或混合會議)而毋須股東批准。在不影響前述條文的一般性的情況下，董事有權在每份召開股東大會的通告中規定在何種情況下可自動延後有關股東大會而毋須再作通告，包括但不限於在大會當日任何時間有8號或以上颱風信號、黑色暴雨警告或於主要會議地點的其他類似事件。本條須遵守以下規定：
- (a) 當大會延期舉行時，本公司應盡可能盡快在本公司網站刊發有關延期的通告(惟未能刊發該通告不會影響大會的自動延期)；
 - (b) 若僅是更改通告中指定的會議形式或電子設施，董事會應按其釐定的方式將該等更改的詳情通告股東；
 - (c) 當會議根據本章程細則延期或更改時，在不影響章程細則第64條的情況下，除非原會議通告中已指明，否則董事會須確定延期或更改會議的日期、時間、地點(如適用)及電子設施(如適用)，並按董事會釐定的方式向股東通告有關詳情；此外，所有代表委任表格如在延期會議時間不少於48小時前按本章程細則規定收到，則須為有效(除非已撤銷或由委任代表取代)；及
 - (d) 毋須就延後或更改的會議所處理的事項發出通告，亦毋須重新傳閱任何隨附文件，惟於延後或更改的會議上所處理的事項須與向股東傳閱的原股東大會通告所載者相同。
- 64F. 所有尋求出席及參與電子會議或混合會議的人士須負責提供足夠的設施，使其得以出席及參與會議。在不違反章程細則第64C條的情況下，任何人士無法通過電子設施出席或參與股東大會，不得使該會議的程序及/或通過的決議案無效。

- 64G. 在不影響章程細則第64條其他規定的情況下，現場會議也可通過電話、電子或其他通信設施舉行，使參加會議的所有人士能夠同時和即時地相互聯繫，參加此類形式會議應構成親自出席會議。
65. 倘建議對審議中的任何決議案作出修訂，惟遭大會主席真誠裁定為不合程序，則該實質決議案的議程不應因該裁定有任何錯誤而失效。倘屬正式作為特別決議案提呈的決議案，在任何情況下，對其作出的修訂(純粹文書上的修訂以更正明顯錯誤除外)概不予考慮，亦不會就此表決。

投票

66. (1) 在由章程細則或根據此等章程細則當時附加於任何股份有關投票表決的任何特別權利或限制所規限下，在進行投票表決的任何股東大會上，親身出席或由受委代表或(倘股東為法團)由其正式授權代表出席的每名股東應有權就其為持有人並已繳足股款的每股股份投一票，惟在催繳股款或分期付款項之前繳足股款股份或入賬作為繳足股款股份就上文而言不應視作繳足股款股份。提呈大會表決的決議案將以投票方式表決，惟大會主席可真誠准許就純粹與程序或行政事宜有關的決議案以舉手方式表決，在該情況下，每名親身或由受委代表出席的股東均可投一票，惟倘身為結算所(或其代名人)的股東委派多於一名受委代表，則每名受委代表於舉手表決時可投一票。就本章程細則而言，程序及行政事宜指(i)並無列入股東大會議程或本公司可能向其股東發出的任何補充通函者；及(ii)涉及主席維持會議有序進行的職責者及/或令會議事項獲適當有效處理，同時讓全體股東均有合理機會表達意見者。論以舉手或投票方式表決，均可由董事或大會主席決定以電子或其他方式投票。
- (2) 若屬現場會議，倘准許舉手表決，在宣佈舉手表決結果之前或之時，下述人士可要求以投票方式表決：
- (a) 最少三名親身或由當時的受委代表出席並有權於會上投票的股東；或
 - (b) 任何一名或多名親身或由受委代表出席並代表所有有權於會上投票的股東總投票權不少於十分一的股東；或

- (c) 任何一名或多名親身或由受委代表出席並持有賦予於會上投票權利的本公司股份(其實繳股款總值相等於賦予該權利的全部股份實繳總值不少於十分一)的股東。

以股東受委代表身份的人士提出的要求，應被視為與由股東提出的要求相同。

67. 倘決議案以舉手表決方式進行投票，則由主席宣佈決議案獲得通過或獲一致通過，又或獲特定過半數通過，或不獲特定過半數通過或不獲通過，而本公司會議記錄內所作相應記載將為事實的確證，而毋須證明該決議案所錄得的贊成或反對票數或比例。以投票方式表決的結果應視作大會的決議案。本公司僅於上市規則有所規定時，方須披露投票表決之票數。
68. 進行按股數投票表決時，可親身或委派代表投票。
69. 進行按股數投票表決時，有權投一票以上的人士毋須盡投其票數，亦毋須以同一方式盡投其票數。
70. 提呈大會的一切事項均須以簡單大多數票決定，惟該等細則或法律規定須以較大多數票決定者除外。倘票數相同，則除其可能已投任何其他票數外，大會主席有權投第二票或決定票。
71. 倘為任何股份的聯名持有人，任何一名聯名持有人可(不論親身或委派代表)就該股份表決，猶如其為唯一有權表決者，惟倘多於一名該等聯名持有人出席任何大會，則排名首位之人士(不論親身或委派代表)方有權表決，其他聯名持有人均不得表決，就此，排名先後按其就聯名持有股份於股東名冊的排名而定。就本章程細則而言，已故股東(任何股份以其名義登記)的多名遺囑執行人或遺產管理人視為股份的聯名持有人。
72. (1) 患有與精神健康相關疾病的股東或獲任何擁有司法管轄權的法院頒令保障或管理無能力管理本身事宜的股東，不論以舉手或投票方式表決時，可由其接管人、委員會、監護人或由有關法院委任具接管人、委員會或監護人性質的任何人士投票，而該接管人、委員會、監護人或其他人士可於以投票方式表決時委派代表投票，且就股東大會而言可作為及被視作猶如其為該等股份的登記持有人行事，惟董事會要求證明擬投票人士的授權投票憑證，須於大會或其任何續會或延期舉行會議或以投票方式表決(視情況而定)的指定舉行時間四十八(48)小時前交回辦事處、總辦事處或過戶登記處(如適用)。

(2) 根據章程細則第53條有權登記為任何股份持有人的任何人士，可於任何股東大會以與該等股份登記持有人相同的方式就該等股份表決，惟其須於擬表決的大會或續會或延期舉行會議(視情況而定)舉行時間至少四十八(48)小時前，令董事會信納彼於有關股份的權利，或董事會已事先批准其就有關股份表決的權利。

73. (1) 除非董事會另有決定，否則於股東已正式登記及已就該等股份向本公司支付目前應付的所有催繳或其他款項前，概無權出席任何股東大會並於會上表決及計入大會法定人數。

(2) 所有股東均有權(a)在股東大會上發言；及(b)在股東大會上投票，惟上市規則規定股東須放棄投票批准審議中事項除外。

(3) 倘本公司知悉任何股東根據上市規則須就本公司某一決議案放棄投票，或僅可以就本公司某一決議案投贊成票或投反對票時，則任何親身或委派代表投票之股東，若違反此項規定或限制，其票數不計算在內。

74. 倘：

(a) 對任何投票者的資格問題提出任何反對；或

(b) 原不應予以點算或原應予否定的任何票數已點算在內；或

(c) 原應予以點算的任何票數並無點算；

除非該反對或失誤於作出或提出反對或發生失誤的大會或(視情況而定)續會或延期舉行會議上提出或指出，否則不會令大會或續會或延期舉行會議有關任何決議案的決定失效。任何反對或失誤須由大會主席處理，且倘主席裁定該情況可能已對大會決定產生影響，方會令大會有關任何決議案的決定失效。主席就該等事項作出的決定須為最終及具決定性。

受委代表

75. 凡有權出席本公司大會並於會上表決的股東可委任其他人士代其出席並代其投票。持有兩股或以上股份的股東可委任多於一名代表並於本公司股東大會或任何類別會議上代其投票。受委代表毋須為股東。此外，不論為代表個人股東或公司股東之受委代表，均有權代表該名股東行使其可行使之同等權利。
76. 代表委任文件須由委任人或其正式書面授權人士親筆簽署或(倘委任人為公司)須蓋上公司印章或由高級職員、授權人或其他有權簽署人士簽署。由其高級職員聲稱代表公司簽署的代表委任文件視為(除非出現相反的情況)該高級職員已獲正式授權代表公司簽署代表委任文件，而毋須提供進一步的事實證據。
77. (1) 本公司可全權酌情提供電子地址，以收取與股東大會代表委任文件有關的任何文件或資料(包括任何代表委任文件、任何顯示受委代表的有效性或與受委代表有關的其他事項有關的必要文件(不論是否根據本章程細則規定)及終止代表授權的通告)。如提供該電子地址，則本公司應被視為已同意任何該等文件或資料(有關上述委任代表)可按以下規定及本公司在提供地址時指定的任何其他限制或條件以電子方式發送至該地址。在不受限制的情況下，本公司可不時決定任何該等電子地址可一般用於該等事項或專門用於特定會議或目的，如是，本公司可就不同目的提供不同的電子地址。本公司亦可就傳送及接收該等電子通訊施加任何條件，包括(為免生疑問)施加本公司可能指定的任何保安或加密安排。倘根據本章程細則須送交本公司的任何文件或資料以電子方式送交本公司，倘本公司並無在其根據本章程細則提供的指定電子地址接收該文件或資料，或倘本公司並無指定電子地址以接收該文件或資料，則該文件或資料不被視為已有效送交或存置於本公司。

(2) 代表委任文件及(倘董事會要求)簽署代表委任文件的授權書或其他授權文件(如有)或經公證人簽署證明的授權書或授權文件副本，須於大會或其續會或延期舉行會議(該文書內列明的人士擬於會上投票)指定舉行時間不少於四十八(48)小時前，送達召開大會通告或其附註或隨附任何文件內就此目的而指定的有關地點或其中一個有關地點(如有)，或(倘並無指明地點)於過戶登記處或辦事處(如適用)，或倘本公司已根據前段提供電子地址，則以指定電子地址接收。其內指定的簽立日期起計十二(12)個月屆滿後，委任代表文件即告失效，惟原訂於由該日起十二(12)個月內舉行大會的續會或延期舉行會議則除外。交回委任代表文件後，股東仍可出席所召開的大會並於會上表決，在此情況下，委任代表文件視為已撤銷。

78. 代表委任文件須以任何一般格式或董事會可能批准的其他格式(惟不排除使用兩種表格)及倘董事會認為適當，董事會可隨任何大會通告寄出大會適用的代表委任文件。代表委任文件須視為獲賦予授權，受委代表可酌情就於大會(就此發出代表委任文件)提呈有關決議案的任何修訂表決。除非出現與本文相反的情況，代表委任文件須對與該文件有關大會的任何續會或延期舉行會議同樣有效。董事會可決定(無論在一般情況下或在任何特定情況下)將代表委任視為有效，儘管該委任或本章程細則規定的任何資料尚未根據本章程細則的規定收到。在前述的規限下，倘代表委任及本章程細則所規定的任何資料未按本章程細則所載的方式收到，則獲委任人士無權就有關股份投票。
79. 即使當事人早前身故或精神失常或已簽立撤銷代表委任文件或撤銷代表委任文件下作出的授權，惟並無於代表委任文件適用的大會或續會或延期舉行會議開始前至少兩(2)小時前，書面告知辦事處或過戶登記處(或獲送交召開大會通告內所載委任代表文件或隨附寄發的其他文件指明的有關其他地點)以通知本公司有關身故、精神失常或撤銷事宜，則根據代表委任文件的條款作出投票屬有效。
80. 根據此等章程細則，股東可進行的任何事項均可同樣由其正式委任的受委代表進行，且此等章程細則有關委任代表及委任代表文件的規定(經必要修改後)適用於有關任何該等獲授權人及據此委任獲授權人的文件。

由代表行事的公司

81. (1) 身為股東的任何公司可透過董事或其他規管機構的決議案，授權其認為合適的人士作為其於本公司任何大會或任何類別股東大會的代表。獲授權人士有權代表公司行使倘公司為個別股東可行使的同等權力，且就此等章程細則而言，倘獲授權人士親自出席任何有關大會，則須視為該公司親自出席。
- (2) 倘股東為結算所(或其代名人，在兩種情況下均屬公司)，則可授權其認為合適的人士作為其於本公司任何大會或任何類別股東大會的代表，惟倘委任多於一名人士，則該授權須指明有關獲授權各代表的股份數目及類別。根據本章程細則的規定獲授權的各人士將被視為已獲正式授權而毋須進一步事實證明，並有權代表結算所(或其代名人)行使同等權利及權力，猶如該人士為結算所(或其代名人)所持本公司股份於有關授權所指明之股份數目及類別的登記持有人而擁有同樣權利及權力，包括(倘獲准許以舉手表決)個別舉手表決權。
- (3) 本章程細則有關公司股東的正式授權代表的任何提述乃指根據本章程細則規定獲授權的代表。

股東書面決議案

82. 由當時有權收取本公司股東大會通告及出席本公司股東大會及於會上投票之所有人士或其代表簽署(以明文或隱含形式顯示無條件批准之方式)之書面決議案，就此等章程細則而言，須被視為在本公司股東大會上正式通過之決議案及(如有關)作為特別決議案獲通過。任何該等決議案須視為已於決議案由最後一位股東簽署當日舉行之大會上通過，如決議案列明之日期為任何股東簽署決議案之日期，該聲明為決議案於該日由該股東簽署之表面證據。該項決議案可由相同形式之若干文件組成，而每份文件均須由一名或以上有關股東簽署。

董事會

83. (1) 除非本公司於股東大會上另行決定，董事的人數不可少於兩(2)名。除非股東不時於股東大會另行決定，董事人數並無最高限額。董事首先由組織章程大綱之認購人或彼等之大多數選舉或委任，其後根據章程細則第84條選舉或委任，並任職至股東可能釐定之任期，或倘並無釐定有關任期，則根據章程細則第84條或任職至其繼任人獲選舉或委任或彼等被離職為止。
- (2) 在章程細則及公司法之規限下，本公司可以普通決議案推選任何人士出任董事，以填補董事會之臨時空缺或加入現有董事會作為增補成員。
- (3) 董事會有權不時或隨時委任任何人士出任董事，以填補董事會臨時空缺或加入現有董事會作增補成員。任何就此任期至本公司下次股東週年大會為止，並合資格重選連任。
- (4) 董事或替任董事均毋須持有本公司任何股份以符合資格，而並非股東的董事或替任董事(視情況而定)有權收取本公司任何股東大會及本公司所有類別股份的任何股東大會之通告，出席大會並於會上發言。
- (5) 股東可於根據此等章程細則召開及舉行的任何股東大會上，透過普通決議案隨時將未任滿董事撤職，即使違反此等章程細則的任何規定或本公司與該董事有任何協議(但須無損根據任何該等協議提出的任何損害索償)。
- (6) 根據上文第(5)分段的規定將董事撤職而產生的董事會空缺，可由股東於董事撤職的大會上以推選或委任方式填補。
- (7) 本公司可不時於股東大會上透過普通決議案增加或削減董事數目，惟不得令董事數目少於兩(2)名。

董事退任

84. (1) 儘管章程細則有任何其他規定，於每屆股東週年大會上，當時為數三分一的董事(或如董事人數並非三(3)的倍數，則須為最接近但不少於三分一的董事人數)須輪席退任，惟每名董事須最少每三年退任一次。
- (2) 退任董事有資格重選連任，並須於其退任之大會上繼續作為董事行事。輪席告退的董事包括(如就確定輪席退任董事數目而言屬必需)願意退任且不再重選連任的任何董事。如此退任的其他董事乃自上次連任或委任起計任期最長而須輪席退任的其他董事，惟倘有數名人士於同日出任或連任董事，則將行告退的董事(除非彼等另有協議)須由抽籤決定。根據章程細則第83(3)條獲委任的任何董事在釐定輪席退任的特定董事或董事數目時不應考慮在內。
85. 除於股東大會上退任之董事外，其他人概無資格於任何股東大會上參選董事(獲董事會推薦者除外)，除非由一名正式合資格出席大會及於會上投票之股東(獲提名人士除外)簽署一份通知表明有意提名該人士參選，而將被提名人士亦簽署一份通知表明願意參選並將該等通知遞交至總辦事處或過戶登記處，惟發出有關通知之最短期間最少為七(7)天，而(倘有關通知於寄發進行該等選舉而召開股東大會之通告後遞交)遞交有關通知之期間，須由寄發進行該等選舉而召開股東大會之通告翌日起至最遲須於該股東大會舉行日期前七(7)天止。

取消董事資格

86. 在下列情況下董事須離職：

- (1) 倘以書面通知送交辦事處或在董事會會議上向本公司提交辭任通知辭職；
- (2) 倘神智失常或身故；
- (3) 倘未經董事會特別批准而連續六個月缺席董事會會議，且其替任董事(如有)於該期間並無代其出席會議，而董事會議決將其撤職；或

- (4) 倘破產或獲指令被全面接管財產或被停止支付款項或與債權人達成還款安排協議；
- (5) 倘法例禁止其出任董事；或
- (6) 倘因法規任何條文須停止出任董事或根據此等章程細則遭撤職。

執行董事

- 87. 董事會可不時委任當中一名或多名成員為董事總經理、聯席董事總經理或副董事總經理或出任本公司任何其他職位或行政人員職位，任期(受限於其持續出任董事的期間)及條款由董事會決定，董事會並可撤回或終止該等委任。上述的任何撤回或終止委任不影響該董事向本公司提出或本公司向該董事提出的任何損害索償。根據本章程細則獲委任職位的董事須受與本公司其他董事相同的撤職規定規限，倘其因任何原因終止出任董事，則應(受其與本公司所訂立任何合約條文規限)因此事實即時終止出任該職位。
- 88. 即使有章程細則第93、94、95及96條規定，根據章程細則第87條獲委職務的執行董事應收取由董事會不時釐定的酬金(無論透過薪金、佣金、分享溢利或其他方式或透過全部或任何該等方式)及其他福利(包括退休金及／或恩恤金及／或其他退休福利)及津貼，作為其董事酬金以外的收入或取代其董事酬金。

替任董事

89. 任何董事均可於任何時間藉向辦事處或總辦事處發出通告或在董事會議上委任任何人士(包括另一名董事)作為其替任董事。如上所述委任的任何人士均享有其獲委替任的該名或該等董事的所有權利及權力，惟該名人士在決定是否達到法定人數時不得被計算多於一次。替任董事可由作出委任的人士或團體於任何時間罷免，在此項規定規限下，替任董事的任期將持續直至發生以下任何事件，倘彼為董事或倘其委任人因任何理由不再出任董事，則促使彼懸空有關職位。替任董事的委任或罷免，須經由委任人簽署通告並交付辦事處或總辦事處或在董事會會議上呈交，方始生效。替任董事本身亦可以出任董事，並可擔任一名以上董事的替任人。如其委任人要求，替任董事有權在與作出委任的董事相同的範圍內，代替該董事接收董事會會議或董事委員會會議的通知，並有權在作為董事的範圍內出席作出委任的董事未有親自出席的任何上述會議及在會議上表決，以及一般在上述會議行使及履行其委任人作為董事的所有職能、權力及職責，而就上述會議的議事程序而言，此等章程細則的規定將視其猶如董事般適用，惟在其替任一名以上董事的情況下其表決權可予累積。
90. 替任董事就公司法而言僅為一名董事，在履行其獲委替任的董事的職能時，僅其本身受公司法與董事職責及責任有關的規定所規限，並單獨就其行為及過失向本公司負責，而不被視為作出委任的董事的代理。替任董事有權訂立合約以及在合約或安排或交易中享有權益並從中獲取利益，並在猶如其為董事的相同範圍內(加以適當的變通後)獲本公司付還開支及作出彌償，但其以替任董事的身份無權從本公司收取任何董事袍金，惟按其委任人可能向本公司發出通告不時指示將原應付予委任人的該部分酬金(如有)轉付除外。
91. 擔任替任董事的每名人士可就其替任的每名董事擁有一票表決權(如其亦為董事，則在其本身的表決權以外)。如其委任人當時不在香港或因其他原因未可或未能行事，替任董事簽署的任何董事會或委任人為成員的董事委員會書面決議案應與其委任人簽署般同樣有效，除非其委任通知中有相反規定則除外。

92. 如替任董事的委任人因故終止為董事，其將因此事實終止為替任董事。然而，該替任董事或任何其他人士可由各董事再委任為替任董事，惟倘任何董事在任何會議上退任但在同一會議上獲重選，則緊接該董事退任前有效且根據該等章程細則作出的該項替任董事委任將繼續有效，猶如該董事並無退任。

董事袍金及開支

93. 董事的一般酬金由本公司於股東大會不時釐定，並須(除非就此表決的決議案另有指示)按董事會可能協定的比例及方式分配予董事會，如無達成協議則由董事會平分；惟倘任何董事任職期間短於有關支付酬金的整段期間者，則僅可按其在任時間的比例收取酬金。該酬金應視為按日累計。
94. 每名董事可獲償還或預付出席董事會會議、董事委員會會議或股東大會或本公司任何類別股份或債權證的獨立會議所合理支出或預期支出的所有旅費、酒店費及其他雜費，或與執行董事職務有關的其他費用。
95. 倘任何董事應要求為本公司前往海外公幹或居留或提供任何董事會認為超逾董事一般職責的服務，則董事會可決定向該董事支付額外酬金(不論以薪金、佣金、分享溢利或其他方式支付)，作為任何其他章程細則所規定或根據任何其他章程細則規定的一般酬金以外或代替該一般酬金的額外酬勞。
96. 董事會在向本公司任何董事或前董事作出付款以作為離職補償或退任代價或退任有關付款(並非董事按合約可享有者)前，須於本公司股東大會取得批准。

董事權益

97. 董事可：

- (a) 於在任董事期間兼任本公司的任何其他有酬勞職位或職務(但不可擔任核數師)，其任期及條款由董事會決定。董事就任何其他有酬勞的職位或職務而獲支付的任何酬金(無論以薪金、佣金、分享溢利或其他方式支付)，應為任何其他章程細則所規定或根據任何其他章程細則規定以外的酬金；
- (b) 由本身或其事務所以專業身份(核數師除外)為本公司行事，其或其事務所並可就專業服務獲取酬金，猶如其並非董事；
- (c) 繼續擔任或出任由本公司發起的或本公司作為賣方、股東或其他身份而擁有權益的任何其他公司的董事、董事總經理、聯席董事總經理、副董事總經理、執行董事、經理或其他高級職員或股東，且有關董事毋須交代其因出任任何該等其他公司的董事、董事總經理、聯席董事總經理、副董事總經理、執行董事、經理、高級職員或股東或在該等其他公司擁有權益而收取的酬金、溢利或其他利益。除該等章程細則另有規定外，董事可按其認為適當的方式就各方面行使或促使行使本公司持有或擁有其他任何公司的股份所賦予的或其作為該其他公司的董事可行使的表決權，包括表決贊成任命董事或其中任何一名為該其他公司的董事、董事總經理、聯席董事總經理、副董事總經理、執行董事、經理或高級職員的決議案，或表決贊成或規定向該其他公司的董事、董事總經理、聯席董事總經理、副董事總經理、執行董事、經理或高級職員支付酬金。儘管任何董事可能或即將被委任為該公司的董事、董事總經理、聯席董事總經理、副董事總經理、執行董事、經理或其他高級職員及就此以上述方式行使表決權時有或可能有利益關係，其仍可以上述方式行使表決權投贊成票。

98. 在公司法及此等章程細則的規限下，任何董事或建議委任或候任董事不應因其職位而失去與本公司訂立有關其兼任有酬勞職位或職務任期的合約或以賣方、買方或任何其他身份與本公司訂立合約的資格；該等合約或董事於其中有利益關係的其他合約或安排亦不得被撤銷；據此訂約或有此利益關係的任何董事毋須因其董事職務或由此而建立的受信關係，向本公司或股東交代其由任何此等合約或安排所獲得的酬金、溢利或其他利益，惟董事須按照章程細則第99條申明其於有利益關係的任何合約或安排中的利益性質。
99. 董事倘在任何知情的情況下，在與本公司訂立的合約或安排或建議訂立的合約或安排有任何直接或間接利益關係，須於首次(倘當時已知悉存在利益關係)審議訂立合約或安排的董事會會議中申明其利益性質；倘董事當時並不知悉存在利益關係，則須於知悉擁有或已擁有此項利益關係後的首次董事會會議中申明其利益性質。就本章程細則而言，董事向董事會提交一般通告表明：
- (a) 其為一特定公司或商號的股東或高級職員，並被視為於通告日期後與該公司或商號訂立的任何合約或安排中有利益關係；或
 - (b) 其被視為於通告日期後與其有關連的特定人士訂立的任何合約或安排中有利益關係；

就任何上述合約或安排而言應視為本章程細則項下的充分利益申明，惟除非通告在董事會會議上發出或董事採取合理步驟確保通告在發出後的下一次董事會會議上提出及宣讀，否則該通告則屬無效。

- 100.(1) 董事不得就其或其任何聯繫人士於當中擁有重大權益的任何合約或安排或任何其他建議的任何董事會決議案投票(亦不得被計入法定人數內)，惟此項限制不適用於下列任何情況，包括：
- (i) 下列情況下提供任何抵押或彌償保證：下列情況下：
 - (a) 有關就董事或其緊密聯繫人士應本公司或其任何附屬公司的要求，或為本公司或其任何附屬公司的利益借出款項或所引致或承擔的責任；
 - (b) 就董事或其緊密聯繫人士本身為本公司或其任何附屬公司的債項或債務承擔全部或部份責任而向第三者所提供者，及不論單獨或共同作出擔保或彌償保證或給予抵押；

- (ii) 任何涉及本公司或任何其他公司的股份或債權證或其他證券發售的，本公司可加以推廣或享有認購或購買權益，而董事或其緊密聯繫人士因參與發售的包銷或分包銷而於當中擁有或將擁有權益；
 - (iii) 任何有關本公司或其附屬公司僱員利益之建議或安排，包括：
 - (a) 採納、修改或實施任何僱員股份計劃或任何股份獎勵或購股權計劃，而董事或其緊密聯繫人士可從中受惠；或
 - (b) 採納、修改或實施與本公司或其任何附屬公司的董事、其緊密聯繫人士及僱員的公積金或退休金、身故或殘障福利計劃，且並無就任何董事或其緊密聯繫人士提供與有關計劃或基金相關的類別人士不一致的任何特權或好處。
 - (iv) 任何董事或其緊密聯繫人士因其於本公司股份或債券或其他證券擁有權益而與本公司股份或債券或其他證券之其他持有人以同一方式在其中擁有權益之合約或安排。
- (2) 倘於任何董事會會議上出現有關董事(大會主席除外)的權益是否重大的任何問題，或任何董事(大會主席除外)是否有權投票，而有關問題並未能透過有關人士主動同意放棄投票的方式得到解決，則有關問題須轉交大會主席處理，而主席就任何其他董事所作的裁決將為最後及不可推翻的裁決，惟倘有關董事並未向董事會公允地披露據其所知，其本人的權益的性質或程度的情況則除外。倘出現任何上述與大會主席有關的問題，該等問題應以董事會決議案決定(就此而言，該主席不得對該決議案投票)，而該決議案應為最終及不可推翻，惟倘有關主席並未向董事會公允地披露據其所知，其本人的權益的性質或程度的情況則除外。

董事的一般權力

- 101.(1) 本公司業務由董事會管理及經營，董事會可支付本公司成立及註冊所產生的所有開支，並可行使根據法規或本章程細則並無規定須由本公司於股東大會行使的本公司所有權力(不論關於本公司業務管理或其他方面)，惟須受法規及本章程細則的規定以及本公司於股東大會所制定而並無與上述規定抵觸的規例所規限，但本公司於股東大會制定的規例不得致使倘無作出該等規例的情況下原屬有效的董事會任何過往行為成為無效。本條章程細則賦予的一般權力不受任何其他章程細則授予董事會的任何特別授權或權力所限制或限定。
- (2) 任何在一般業務過程中與本公司訂立合約或交易的人士有權倚賴由任何兩位董事共同代表本公司訂立或簽立(視屬何情況而定)的任何書面或口頭合約或協議或契據、文件或文書，而且上述各項應視為由本公司有效訂立或簽立(視屬何情況而定)，並在任何法律規定的規限下對本公司具約束力。
- (3) 在不影響此等章程細則所賦予的一般權力的原則下，謹此明確聲明董事會擁有以下權力：
- (a) 給予任何人士權利或選擇權，以要求於未來日期獲按面值或協定溢價配發任何股份；及
- (b) 讓任何董事、本公司高級人員或僱員在任何特定業務或交易中獲得利益，或分享當中的溢利或本公司的一般溢利，以上所述可以是額外加於或代替薪金或其他報酬；及
- (c) 在公司法的規定規限下，議決本公司取消在開曼群島註冊及在開曼群島以外的指名司法權區繼續註冊。
- (4) 本公司概不得直接或間接向董事或其緊密聯繫人士授出任何貸款，惟香港法例第622章公司條例所限制者除外，猶如本公司為於香港註冊成立的公司。

只要本公司股份在香港聯合交易所有限公司上市，章程細則第101(4)條即屬有效。

102. 董事會可在任何地方就管理本公司任何事務而成立任何地區性或地方性的董事會或代理處，並可委任任何人士出任該等地方性董事會的成員或任何經理或代理，並可釐定其酬金(形式可以是薪金或佣金或賦予分享本公司溢利的權利或兩個或以上此等模式的組合)以及支付該等人士因本公司業務而僱用的任何職員的工作開支。董事會可向任何地區性或地方性董事會、經理或代理轉授董事會獲賦予或可行使的任何權力、授權及酌情權(其催繳股款及沒收股份的權力除外)連同再作轉授的權力，並可授權任何該等董事會的成員填補當中任何空缺及在儘管有空缺的情況下行事。上述任何委任或權力轉授均可按董事會認為合適的條款及條件規限而作出，董事會並可罷免如上所述委任的任何人士以及可撤回或更改該等權力轉授，但本著善意辦事及沒有獲通會撤回或更改的人士則不會受此影響。
103. 董事會可就其認為合適的目的，藉加蓋印章的授權委託書委任任何公司、商號或人士或一組不固定的人士(不論由董事會直接或間接提名)在其認為合適的期間內及在其認為合適的條件規限下作為本公司的受託代表人，具備其認為合適的權力、授權及酌情權(不超過董事會根據本章程細則獲賦予或可行使者)。任何上述委託授權書中可載有董事會認為合適的規定以用作保障及方便與任何上述受託代表人有事務往來的人士，並可授權任何上述受託代表人再轉授其獲賦予的所有或任何權力、授權及酌情權。如經本公司蓋章授權，該位或該等受託代表人可以其個人印章簽立任何契據或文書而與加蓋本公司印章具有同等效力。
104. 董事會可按其認為合適的條款及條件以及限制，以及在附加於或摒除有關人士本身權力下，向董事總經理、聯席董事總經理、副董事總經理、執行董事或任何董事委託及賦予其可行使的任何權力，並可不時撤回或更改所有或任何該等權力，但本著善意辦事及沒有獲知會撤回或更改的人士則不會受此影響。
105. 所有支票、承兌票據、本票、匯票及其他票據(不論流通或可轉讓與否)以及向本公司支付款項的所有收據，均須按董事會不時透過決議案決定的方式簽署、開具、接納、背書或以其他方式簽訂(視情況而定)。本公司須於董事會不時釐定的一間或多間銀行開設銀行賬戶。

- 106.(1) 董事會可成立或夥同或聯同其他公司(即本公司的附屬公司或在業務上有聯繫的公司)成立及自本公司的資金中撥款至任何為本公司僱員(此詞彙於此段及下一段使用時包括任何在本公司或其任何附屬公司擔任或曾擔任行政職位或有報酬職位的董事或前董事)及前僱員及其受供養者或任何一個或以上類別的該等人士提供退休金、疾病或恩恤津貼、人壽保險或其他福利的計劃或基金。
- (2) 董事會可在可撤回或不可撤回的情況下以及在受或不受任何條款或條件所規限下，支付、訂立協議支付或授出退休金或其他福利予僱員及前僱員及其受供養者或任何該等人士，包括該等僱員或前僱員或其受供養者根據前段所述的任何計劃或基金享有或可能享有者以外另加的退休金或福利(如有)。任何該等退休金或福利可在董事會認為適宜的情況下，於僱員實際退休之前及預期的期間內或之時或之後任何時間授予僱員。

借貸權力

107. 董事會可行使本公司一切權力籌集或借貸款項及將本公司全部或任何部分業務、物業及資產(現時及未來)以及未催繳股本按揭或抵押，並在公司法規限下，發行債權證、債券及其他證券，作為本公司或任何第三方的債項、負債或責任的十足或附屬抵押。
108. 債權證、債券及其他證券可以藉可轉讓方式作出，而本公司與獲發行人士之間毋須有任何衡平權益。
109. 任何債權證、債券或其他證券均可按折讓(股份除外)、溢價或其他價格發行，並可附帶任何有關贖回、退回、支取款項、股份配發、出席本公司股東大會及表決、委任董事及其他方面的任何特權。
- 110.(1) 倘抵押本公司任何未催繳股本，接納其後以該等未催繳股本抵押的所有人士，應受與前抵押相同的該等抵押所規限，而無權藉向股東或其他人士發出通知而取得較前抵押優先的地位。
- (2) 董事會須依照公司法條文促使保存一份適當的登記冊，登記影響本公司特定財產的所有抵押及本公司所發行任何系列的債權證，並須妥為符合公司法有關當中所訂明及其他抵押及債權證的登記要求。

董事議事程序

111. 董事會可舉行會議，以處理事務、續會或將會議延期及以其認為合適的方式另行規管會議。董事會會議上提出的問題必須由大多數票數通過決定。如贊成票及反對票票數均等，則大會主席有權投額外票或決定票。
112. 秘書(在董事或任何董事的要求下)可召開董事會會議。秘書須任何董事的規定召開董事會會議。倘以書面或口頭形式(包括親身或以電話通知)或以電子方式發送至該董事不時通知本公司的電子地址，或(如收件人同意在網站上提供)透過網站或電話或董事會可能不時決定的有關其他方式給予董事有關董事會的會議通告，須被視為給予董事有關會議的正式通告。
- 113.(1) 董事會可釐定處理董事會事務所需的法定人數。除非另行釐定任何其他人數，否則法定人數為兩(2)名。倘有董事缺席，替任董事應計入法定人數內，惟當釐定是否具有法定人數時不得計入超過一次。
- (2) 董事可透過電話會議、電子或其他通訊設備參加任何董事會會議，以與所有會議成員均能同時及即時互相溝通，且就計算法定人數而言，倘該等參加者為親身出席，有關參與即構成親身出席有關會議。
- (3) 倘無其他董事反對及未能出現足夠的董事會法定人數，不再於董事會會議擔任董事的任何董事可繼續出席及出任董事，並計入法定人數，直至有關董事會會議終止為止。
114. 即使董事會出現任何空缺，在任董事或唯一在任的董事仍然可以行事，惟倘董事人數少於該等章程細則所定或所根據的最低數目，即使董事人數少於該等章程細則所定或所根據的法定人數數目，或僅有一名唯一在任的董事，在任董事或董事能為填補董事會空缺或召開本公司股東大會的目的而行事，但不得就任何其他目的行事。
115. 董事會可挑選一名或以上主席及一名或以上副主席主持董事會會議，並釐定其各自的任期。倘並無挑選主席或副主席，或倘於任何會議指定舉行時間後五(5)分鐘內，主席或副主席出席會議，則出席的董事可挑選彼等其中一名出任會議主席。

- 116.在出席人數達到法定人數的董事會會議上，即有資格行使董事會當時獲授予或可行使的所有權力、授權及酌情權。
- 117.(1) 董事會可轉授其任何權力、授權及酌情權予由董事會認為合適的該董事或該等董事及其他人士組成的委員會，而董事會可不時就任何人士或目的完全或部分撤回上述授權或撤銷委任及解散任何該等委員會。如此組成的委員會在行使如此轉授的權力、授權及酌情權時，須符合董事會可能不時對其施加的任何規例。
- (2) 任何上述委員會遵照上述規定及為達成其委任目的(並非其他目的)而作出的所有行動，均具有猶如有關行動乃由董事會作出的同等效力及作用，而董事會經本公司在股東大會表示同意下，有權向任何該等委員會的成員支付酬金，以及把該等酬金列為本公司的經常開支。
- 118.由兩名或以上董事會成員組成的委員會的會議及議事程序，須受該等章程細則中所載有關規管董事會會議及議事程序的條文(只要有關係文適用)所規管，而且不得被董事會根據最後第二條章程細則施加的任何規例所取代。
- 119.由全體董事(因健康欠佳或身體殘障暫時未能行事者除外)及所有替任董事(如適用，而其委任人如上述暫時未能行事)(惟有關人數須足以構成法定人數，且該決議案副本須已發給或其內容須已知會當時有權按該等章程細則規定的發出會議通告方式接收董事會會議通告的全體董事)簽署的書面決議案，將猶如在妥為召開及舉行的董事會會議上通過的決議案般具有效力及作用。就本條而言，董事以任何方式(包括電子通訊方式)向董事會發出的書面同意該決議案的通告，應視為其簽署該書面決議案。有關決議案可載於一份文件或形式相同的數份文件，每份經由一位或以上董事或替任董事簽署，就此目的而言，董事或替任董事的傳真簽署應被視為有效。儘管上文有所規定，於考慮本公司主要股東或董事於任何有利益衝突且董事會已確定該利益衝突屬重大的事宜或業務時，不得以通過書面決議案取代召開董事會會議。

- 120.所有由董事會或任何委員會或以董事或委員會成員身份行事的人士真誠作出的行為，即使其後發現董事會或該委員會任何成員或以上述身份行事的人士的委任有若干不妥之處，或該等人士或任何該等人士不符合資格或已離任，有關行為應屬有效，猶如每位該等人士經妥為委任及符合資格及繼續擔任董事或委員會成員。

經理

- 121.董事會可不時委任本公司的總經理及一位或以上的經理，並可釐定其酬金(形式可以是薪金或佣金或賦予分享本公司溢利的權利或兩個或以上此等模式的組合)以及支付總經理及一位或以上的經理因本公司業務而僱用的任何職員的工作開支。
- 122.該總經理及一位或以上經理的任期由董事會決定，董事會可向其賦予董事會認為適當的所有或任何權力。
- 123.董事會可按其絕對酌情認為合適的各方面條款及條件與該總經理及一位或以上經理訂立一份或以上的協議，包括該總經理及一位或以上經理有權為經營本公司業務委任其屬下的一位或以上助理經理或其他僱員。

高級職員

- 124.(1) 本公司的高級職員包括至少一位主席、董事及秘書以及董事會可能不時決定的額外高級職員(可以是或不是董事)，以上所有人士就公司法及該等章程細則而言被視為高級職員。
- (2) 董事須於每次董事委任或選舉後儘快在董事中選任一位主席，如超過一(1)位董事獲提名此等職位，則董事可按董事可能決定的方式選出多名主席。
- (3) 高級職員收取的酬金由董事不時釐定。

- 125.(1) 秘書及額外高級職員(如有)由董事會委任，任職條款及任期由董事會決定。如認為合適，可委任兩(2)位或以上人士擔任聯席秘書。董事會並可不時按其認為合適的條款委任一位或以上的助理或副秘書。
- (2) 秘書須出席所有股東大會及保存該等大會的正確會議記錄，以及在就此目的提供的適當簿冊登錄該等會議記錄。秘書須履行公司法或該等章程細則或董事會可能指定的其他職責。
- 126.本公司高級職員須按董事可能不時向其作出的轉授而在本公司的管理、業務及事務上具有獲轉授的權力及履行獲轉授的職責。
- 127.公司法或該等章程細則中規定或授權由或對董事及秘書作出某項事宜的條文，不得由或對同時擔任董事及擔任或代替秘書的同一人士作出該事宜而達成。

董事及高級職員登記冊

- 128.本公司須促使在其辦事處保存一本或以上董事及高級職員登記冊，並須於當中登記各董事及高級職員的全名及地址以及公司法或董事可能決定的其他所需詳細資料。本公司須向開曼群島公司註冊處處長傳送有關登記冊的副本，並須根據公司法規定不時通知上述註冊處處長有關該等董事及高級職員的任何變動。

會議記錄

- 129.(1) 董事會須促使在簿冊中就以下事項妥為登錄會議記錄：
- (a) 所有涉及高級職員的選任及委任；
 - (b) 出席每次董事及董事委員會會議的董事姓名；
 - (c) 每次股東大會、董事會會議及董事委員會會議以及於出現經理的所有經理的會議議事程序的所有決議案及議事程序。
- (2) 會議記錄應由秘書在總辦事處保存。

印章

- 130.(1) 本公司應按董事會決定設置一個或以上印章。就於本公司所發行證券設立或證明的文件上蓋章而言，本公司可設置一個證券印章，該印章為本公司印章的複製本在其正面加上「證券」字樣或是屬於董事會可能批准的其他形式。董事會應保管每一印章，未經董事會授權或未經為此獲董事會授權的董事委員會作出授權，不得使用印章。在該等章程細則其他規定的規限下，加蓋印章的文書在一般情況或任何特定情況下須經一位董事及秘書或兩位董事或董事會可能委任的另一位或以上人士(包括董事)親筆簽署，惟就本公司股份或債權證或其他證券的任何證書而言，董事會可藉決議案決定免除該等簽署或其中之一或以某些機械式簽署方法或裝置加簽。凡以本章程細則所規定形式簽立的每份文書應被視為事先經董事會授權蓋章及簽立。
- (2) 如本公司設有專供海外使用的印章，董事會可透過加蓋印章的書面文件，就加蓋及使用該印章的目的委任海外任何代理或委員會作為本公司的正式獲授權代理，董事會並可就其使用施加可能認為合適的限制。在該等章程細則內凡對印章作出的提述，只要是在可能適用情況下，均被視為包括上述的任何其他印章。

文件認證

131. 任何董事或秘書或就此目的獲董事會委任的任何人士均可認證任何影響本公司章程的文件及任何由本公司或董事會或任何委員會通過的決議案，以及與本公司業務有關的任何簿冊、記錄、文件及賬目，並核證其副本或摘要為真確的副本或摘要，而倘任何簿冊、記錄、文件或賬目置於辦事處或總辦事處以外的其他地方，本公司在當地保管以上各項的經理或其他高級職員應被視為如上文所述獲董事會委任的人士。凡聲稱為本公司或董事會或任何委員會決議案的副本或會議記錄摘要的文件，若經上文所述核證，即屬有利於所有與本公司有事務往來的人士的不可推翻證據，基於對該證據的信賴，該決議案已經正式通過或(視情況而定)該會議記錄或摘要屬妥為構成的會議議事程序的真確記錄。

銷毀文件

132.(1) 本公司有權在以下時間銷毀以下文件：

- (a) 任何已被註銷的股票可在該註銷日期起計一(1)年屆滿後任何時間銷毀；
- (b) 任何股息授權書或其任何更改或撤銷或任何名稱或地址變更的通知可於本公司記錄該授權書更改、撤銷或通知之日起計兩(2)年屆滿後任何時間銷毀；
- (c) 任何已登記的股份轉讓文書可於登記之日起計七(7)年屆滿後任何時間銷毀；
- (d) 任何配發函件可於其發出日期起計七(7)年屆滿後銷毀；及
- (e) 委託授權書、遺囑認證書及遺產管理書的副本可於有關委託授權書、遺囑認證書或遺產管理書的相關戶口結束後七(7)年之期屆滿後的任何時間銷毀；

及為本公司的利益訂立一項不可推翻的推定，即股東名冊中宣稱根據任何如上文所述銷毀的文件作出的每項記載均為妥善及適當地作出，每份如上文所述銷毀的股票均為妥善及適當銷毀的有效股票，每份如上文所述銷毀的轉讓文書均為妥善及適當登記的有效及具效力的文書，每份根據本條銷毀的其他文件依照本公司簿冊或記錄中記錄的文件詳情均為有效及具效力的文件，惟：(1)本章程細則的上述條文只適用於本著善意及在本公司未有獲明確通知該文件的保存與申索有關的情況下銷毀的文件；(2)本章程細則的內容不得詮釋為對本公司施加責任，使本公司須就早於上述時間銷毀文件或未能符合上述第(1)項附帶條款的條件而負責；及(3)本章程細則對銷毀文件的提述包括以任何方式處置文件。

- (2) 儘管該等章程細則載有任何條文，如適用法例准許，在本公司或股份過戶登記處已代本公司將之拍攝成縮微膠片或以電子方式儲存後，董事可授權銷毀本章程細則第(1)段(a)至(e)分段載列的文件及與股份登記有關的任何其他文件，惟本章程細則只適用於本著善意及在本公司及其股份過戶登記處未有獲明確通知該文件的保存與申索有關的情況下銷毀的文件。

股息及其他付款

133. 在公司法規限下，本公司在股東大會可不時宣佈以任何貨幣向股東派發股息，惟所宣派股息額須不超過董事會建議宣派的金額。
134. 股息可自本公司已變現或未變現溢利中宣派及派付，或自儲備中以董事決定再無需要的溢利撥款派發。憑藉普通決議案的批准，股息亦可自股份溢價賬或公司法許可作此用途的任何其他資金或賬目撥款宣派及派付。
135. 除非任何股份附有權利或股份的發行條款另有規定，否則：
- (a) 一切股息須按有關派付股息的股份的實繳股款宣派及派付。就本章程細則而言，凡在催繳前就股份所實繳的股款將不會被視為該股份的實繳股款；及
 - (b) 所有股息均會根據股份在有關派發股息的期間的任何部分時間內的實繳股款按比例分配或派付。
136. 董事會可不時向股東派付其認為本公司的溢利可充分支持的中期股息，特別是(惟在不損害前文所述的一般規定下)如於任何時間本公司的股本劃分為不同類別，董事會可就本公司股本中賦予其持有人遞延或非優先權利的股份以及就賦予其持有人在股息方面享有優先權利的股份派付中期股息，惟在董事會真誠行事的情況下，董事會毋須就任何附有遞延或非優先權利的股份派付中期股息以致賦予優先權股份的持有人可能蒙受的損失而負上任何責任。在董事會認為溢利可充分支持派付時，亦可每半年或在任何其他日期向本公司任何股份派付任何定期股息。
137. 董事會可從本公司應派予股東的有關任何股份的股息或其他款項中扣除該股東當時因催繳或其他原因所拖欠本公司的所有款項(如有)。
138. 本公司毋須承擔本公司就任何股份派發的股息或其他款項的利息。

- 139.應以現金支付予股份持有人的任何股息、利息或其他款項，可以支票或憑證郵寄往股份持有人的登記地址以作付款，或如屬聯名持有人，則寄往股東名冊有關股份排名最先之股東的登記地址，或持有人或聯名持有人可能以書面通知的有關人士及有關地址。除股份持有人或聯名持有人另有指示外，所有支票或憑證應以僅付予抬頭人的方式付予有關的股份持有人或付予抬頭人為(如屬聯名持有人)聯名持有人就有關股份在股東名冊排名最先者，郵誤風險由彼等承擔，而當付款銀行兌現支票或憑證後，即表示本公司已經順利付款，儘管其後可能發現該支票或憑證被盜或其上的任何加簽屬假冒。兩位或以上聯名持有人中其中一人可就有關該等聯名持有人所持股份的股息或其他應付款項或可分派資產發出有效收據。
- 140.在宣派後一(1)年未獲認領的一切股息或紅利，董事會可在其被認領前將之投資或運用於其他方面，收益撥歸本公司所有。在宣派日期後六(6)年未獲認領的一切股息或紅利，可被沒收並撥歸本公司所有。董事會把任何應付或有關股份的未獲認領股息或其他款項支付入獨立賬戶，本公司並不因此成為該款項的受託人。
- 141.董事會或本公司在股東大會議決宣派股息時，董事會可進而議決以分派任何種類的特定資產的方式派發全部或部分股息，特別是可認購本公司或任何其他公司證券的實繳股份、債權證或認股權證或任何一種或以上的的方式，如在分派上產生任何困難，董事會可藉其認為適宜的方式解決，特別是可就零碎股份發行股票、不理會零碎股份配額或向上或向下約整，並可就特定資產或其任何部分的分派釐定價值，並可根據所釐定的價值作基準而決定向任何股東支付現金以調整所有各方的權利，及可在董事會視為適宜時把任何該等特定資產轉歸受託人，以及可委任任何人士代表享有股息的人士簽署任何所需的轉讓文書及其他文件，而該委任對股東為有效及具約束力。如果在沒有登記陳述書或其他特別手續的情況下於某一個或多個特定地區分派該資產，按董事會的意見將會或可能屬違法或不實際可行，則董事會可議決不向登記地址位於該或該等地區的股東提供該等資產，而在此情況下，上述股東只可如上所述收取現金。因前一句而受影響的股東不會就任何目的作為或被視為一個獨立的股東類別。

142.(1) 倘董事會或本公司在股東大會議決就本公司的任何類別股本派付或宣派股息，則董事會可進而議決：

(a) 配發入賬列作繳足的股份以支付全部或部分股息，惟有權獲派股息的股東可選擇收取現金作為股息(或如董事會決定，作為部分股息)以代替配發股份。在此情況下，以下條文適用：

(i) 配發基準由董事會釐定；

(ii) 在釐定配發基準後，董事會須向有關股份的持有人發出不少於兩(2)個星期的通告，說明該等持有人獲給予的選擇權利，並須連同該選擇表格通告寄發及訂明須遵循的程序及所填妥選擇表格的遞交地點以及遞交的最後日期和時間，致使填妥的選擇表格有效；

(iii) 可就獲給予選擇權行使該部分股息的全部或部分的選擇權；及

(iv) 就現金選項未被適當行使的股份(「無行使選項股份」)而言，有關股息(或按上文所述藉配發股份支付的該部分股息)不得以現金支付，而為支付該股息，須基於如上所述決定的配發基準向無行使選項股份的持有人以入賬列為繳足方式配發有關類別的股份，而就此而言，董事會應把其可能決定的任何部分本公司未分配溢利(包括轉入任何儲備或其他特別賬戶、股份溢價賬、股本贖回儲備及在上述儲備或賬戶作為進賬的溢利，但認購權儲備(定義見下文)除外)撥充資本及予以運用，該筆款項按此基準可能須用於繳足該等向無行使選項股份的持有人配發及分派的有關類別股份的適當股數；或

(b) 有權獲派股息的股東可選擇獲配發入賬列作繳足股份以代替董事會可能認為合適的全部或部分股息。在此情況下，以下條文適用：

(i) 配發基準由董事會釐定；

- (ii) 在釐定配發基準後，董事會須向有關股份的持有人發出不少於兩(2)個星期的通告，說明該等持有人獲給予的選擇權利，並須連同該選擇表格通告寄發及訂明須遵循的程序及所填妥選擇表格的遞交地點以及遞交的最後日期和時間，致使填妥的選擇表格有效；
 - (iii) 可就獲給予選擇權行使該部分股息的全部或部分的選擇權；及
 - (iv) 就股份選項被適當行使的股份(「行使選項股份」)而言，有關股息(或獲賦予選項權利的該部分股息)不得以現金支付，取而代之，須基於如上所述決定的配發基準向行使選項股份的持有人以入賬列為繳足配發有關類別的股份，而就此而言，董事會應把其可能決定的本公司任何部分未分配溢利(包括轉入任何儲備或其他特別賬戶、股份溢價賬、股本贖回儲備及在上述儲備或賬戶作為進賬的溢利，但認購權儲備(定義見下文)除外)撥充資本及予以運用，該筆款項按此基準可能須用於繳足該等向行使選項股份的持有人配發及分派的有關類別股份的適當股數。
- (2) (a) 根據本章程細則第(1)段的條文配發的股份與當時已發行的同類別股份(如有)在所有方面享有同等權益，惟僅就分享有關股息或於派付或宣派有關股息之前或與派付或宣派有關股息同一時間所派付、作出、宣派或公告的任何其他分派、紅利或權利除外，除非董事會同時公告其擬就有關股息應用本章程細則第(1)段(a)或(b)分段的條文，或董事會同時公告有關分派、紅利或權利時，董事會訂明根據本章程細則第(1)段的條文予以配發的股份將有權享有該分派、紅利或權利。

- (b) 董事會可作出一切被視為必要或適宜的行為及事宜，以根據本章程細則第(1)段的條文實施任何撥充資本事宜，在可分派零碎股份的情況下，董事會有全權作出其認為合適的條文(該等條文包括據此把全部或部分的零碎配額結集及出售並把所得款項淨額分派予享有權益者，或不理會零碎配額或把零碎配額向上或向下約整，或據此將零碎配額的利益歸於本公司而非有關股東)。董事會可授權任何人士代表享有權益的全體股東與本公司訂立協議，訂明該撥充資本及附帶事宜，而根據此授權訂立的任何協議為具有效力及對所有有關方具約束力。
- (3) 本公司可在董事會建議下透過普通決議案議決，就本公司任何一項特定股息以配發入賬列作繳足股份的方式作為派發全部股息(儘管有本章程細則第(1)段的條文)，而毋須給予股東選擇以現金收取股息以代替配發股份的權利。
- (4) 按董事會的意見在沒有登記陳述書或其他特別手續的情況下於任何地區提呈在本章程細則第(1)段項下的選擇權利及股份配發將會或可能屬違法或不實際可行，董事會可於任何情況下決定不向登記地址位於該地區的股東提供或作出該等選擇權利及股份配發，而在此情況下，上述條文須按此決定閱覽及詮釋。因上一句而受影響的股東不得就任何目的作為或被視為一個獨立的股東類別。
- (5) 就任何股份類別宣派股息的決議案而言，不論是本公司在股東大會的決議案或董事會決議案，均可訂明該股息應付予或分派予於某一日期營業時間結束時登記為該等股份持有人的人士，儘管該日期可以是在通過決議案之日前，就此，股息應按照各自的登記持股量派付或分派，但不損害任何該等股份的轉讓人及受讓人就該股息在彼此之間的權利。本章程細則的條文在加以適當的變更後適用於本公司向股東作出的紅利、資本化發行、已實現資本溢利的分派或提呈或授出。

儲備

- 143.(1) 董事會須設立一個名為股份溢價賬的賬戶，並須不時將相等於本公司發行任何股份時支付的溢價金額或價值的款項轉入該賬戶作為進賬。除非該等章程細則的條文另有規定，否則董事會可按公司法准許的任何方式運用股份溢價賬。本公司於任何時候均須遵守公司法內與股份溢價賬有關的條文。
- (2) 在建議派付任何股息前，董事會可從本公司溢利中調撥其決定的款項作為儲備。該款項將按董事會酌情決定用於本公司溢利的可能適當用途，而在作上述用途之前，亦可按董事會酌情用於本公司業務或投資於董事會可能不時認為合適的投資項目，因此毋須將構成儲備的投資與本公司任何其他投資分開或獨立處理。董事會亦可不將該款項撥入儲備，而審慎地將其認為不應分派的任何溢利結轉。

撥充資本

- 144.(1) 經董事會建議，本公司可於任何時間及不時通過普通決議案，表明適宜把任何儲備或資金(包括股份溢價賬及股本贖回儲備金及損益賬)當時的進賬全部或任何部分撥充股本(不論該款項是否可供分派)，就此，該款項將可供分派予如以股息形式分派時原可享有該款項的股東或任何類別股東及按相同比例作出分派，惟該款項並非以現金支付，而是用作繳足該等股東各自持有的本公司任何股份當時未繳足的金額，或是繳足該等股東將獲配發及分派以入賬列為繳足的本公司未發行股份、債權證或其他責任，又或是部分用於一種用途及部分用於另一用途，而董事會並須執行該決議案，就本章程細則而言，股份溢價賬及任何股本贖回儲備或屬未變現溢利的基金僅可用於繳足該等股東將獲配發以入賬列為繳足的本公司未發行股份。

(2) 儘管有本章程細則所載任何規定，董事會可決議將當時任何儲備或資金(包括股份溢價賬和損益賬)之全部或任何部分進賬款項(不論其是否可供分派)撥充資本，在下列情況下將有關款項用於繳足下列人士將獲配發之未發行股份：(i)於根據已於股東大會上經股東採納或批准之任何股份獎勵計劃或僱員福利計劃或其他與該等人士有關之安排而授出之任何認股權或獎勵獲行使或權利獲歸屬之時，本公司僱員(包括董事)及／或其聯屬人士(指直接或透過一家或多家中介公司間接控制本公司或受本公司控制或與本公司受相同控制之任何個人、法團、合夥、團體、合股公司、信托、非法團團體或其他實體(本公司除外))；或(ii)任何信托之任何受托人(本公司就行使已於股東大會上經股東採納或批准之任何股份獎勵計劃或僱員福利計劃或其他與該等人士有關之安排而將向其配發及發行股份)。

145. 董事會可按其認為適當的方式，解決根據前一條章程細則作出任何分派時產生的任何困難，特別是可就零碎股份發出股票，或授權任何人士出售及轉讓任何零碎股份，或議決該分派應在實際可行情況下盡量按最接近正確但並非確切的比率進行，或可完全不理會全部零碎股份，並可在董事會視為適宜時決定向任何股東作出現金付款以調整所有各方的權利。董事會可委任任何人士代表有權參與分派的人士簽署任何必要或適當的合約以使其生效，該項委任對股東有效及具約束力。

認購權儲備

146. 以下條文在公司法並無禁止及符合公司法的情況下方具有效力：

(1) 如在本公司發行以供認購本公司股份的任何認股權證所附帶的任何權利仍可行使時，本公司因根據認股權證的條件規定調整認購價而進行任何行動或參與任何交易，致使認購價減至低於股份面值，則以下規定將適用：

- (a) 由有關行動或交易日期起，本公司須根據本章程細則的條文，設立並於其後(在本章程細則規定的規限下)維持一項儲備(「認購權儲備」)，其金額於任何時間均不得少於當時所須撥充資本的款項，以於所有尚未行使認購權獲悉數行使而根據下文(c)分段發行及配發入賬列作繳足股款的股份時，用以悉數支付所須發行及配發額外股份的面值，並須在該等額外股份獲全數配發時運用認購權儲備悉數支付該等額外股份；
- (b) 除非本公司所有其他儲備(股份溢價賬除外)已用竭，否則認購權儲備不得用作上文所訂明者以外的任何用途，屆時亦只可於公司法規定下用於填補本公司的虧損；
- (c) 於任何認股權證所代表的所有或任何認購權獲行使時，與獲行使認購權有關的股份面值應與該認股權證持有人在行使認股權證所代表認購權(或於部分行使認購權的情況下，則為有關的部分(視屬何情況而定)時須支付的現金金額相等，此外，行使認購權的認股權證持有人就該等認購權獲配發面值相等於以下兩者之差的額外入賬列作繳足股份：
 - (i) 該認股權證持有人在行使認股權證所代表的認購權(或於部分行使認購權的情況下，則為有關的部分(視屬何情況而定)須支付的現金款項；及
 - (ii) 在該等認購權有可能作為以低於面值的價格認購股份的權利的情況下，於考慮到認股權證條件規定後，原應與該等認購權獲行使有關的股份面值，而於緊隨有關行使後，悉數支付該等股份面值所需的認購權儲備進賬額將撥充資本，並用作悉數支付有關隨即向行使權利的認股權證持有人配發並入賬列作繳足的額外股份面值；及

(d) 如任何認股權證所代表的認購權獲行使時，認購權儲備的進賬額不足以悉數支付行使權利的認股權證持有人有權獲得相等於上述有關差額的有關額外股份面值，則董事會須運用當時或其後成為可供作此用途的任何溢利或儲備(在法例准許範圍內，包括股份溢價賬)，直至繳足有關額外股份面值及按上述配發股份為止，在此之前，本公司當時已發行繳足股份將不會派付股息或作出其他分派。在支付繳款及配發前，本公司須向行使權利的認股權證持有人發出證明，證明其獲配發有關額外股份面值的權利。任何該等證明所代表的權利屬記名形式，並須可全部或部分以一股股份為單位轉讓，形式與當時可轉讓的股份相同，而本公司須就此存置股東名冊及就董事會可能認為合適而與此相關的其他事宜作出有關安排。

於發出有關證明時，各行使權利的相關認股權證持有人應獲提供有關該等證明的充份詳情。

- (2) 根據本章程細則的條文配發的股份須在各方面與有關認股權證所代表的認購權獲行使時配發的其他股份具有相同權益。儘管本章程細則(1)段載有任何規定，於認購權獲行使時，不得配發任何零碎股份。
- (3) 未經該等認股權證持有人或類別認股權證持有人以特別決議案批准，本章程細則有關設立及維持認購權儲備的條文不得以任何方式修改或增補，以致將會更改或撤銷或具有效力更改或撤銷本章程細則下與該等認股權證持有人或該類別認股權證持有人的利益有關的規定。
- (4) 有關是否需要設立及維持認購權儲備及(如需要)其設立及維持所需的金額、有關認購權儲備所曾使用的用途、有關其用作填補本公司虧損的程度、有關將須向行使權利的認股權證持有人配發的入賬列作繳足的額外股份面值以及有關認購權儲備的任何其他事宜由本公司當時核數師編製的證明或報告，在並無明顯錯誤的情況下，對本公司及所有認股權證持有人及股東而言屬不可推翻並具有約束力。

會計記錄

147. 董事會須促使保存本公司的收支款項、有關收支事項、本公司財產、資產、信貸及負債以及公司法規定或真實公平地反映本公司業務狀況及解釋其交易所需的一切其他事項的真實賬目。
148. 會計記錄須存置於辦事處或存置於董事會決定的有關其他地點，並可經常供董事查閱。股東(董事除外)概無查閱本公司任何會計記錄或賬冊或文件的權利，惟該等權利為法例賦予或董事會或本公司於股東大會授權者則除外。
149. 在章程細則第150項規限下，董事會報告的印刷本隨付截至適用財政年度年結日止的資產負債表及損益賬(包括法律規定須隨附的每份文件)，當中載有以簡明標題編製的本公司資產負債概要及收支表，連同核數師報告，須根據章程細則56項規定於股東大會舉行日期最少二十一(21)天前及於股東週年大會通告時，送交有權接獲上述文件的每名人士，並於本公司股東週年大會上提呈，惟此章程細則並無規定將該等文件送交本公司並不知悉其地址的任何人士或任何股份或債權證超過一名的聯名持有人。
150. 在妥為遵守所有適用法規、規則及規例(包括但不限於上市規則)以及在取得據此規定的所有必須同意(如有)的規限下，章程細則第149條中有關在透過該等法規並無禁止的任何方式向該人士寄發摘錄自本公司年度賬目的財務報表概要及董事會報告(須符合適用法例及規例所規定的形式及載有所規例的內容)的任何人士的規定應被視為已獲履行，惟任何原應有權接獲本公司年度賬目及董事會報告的任何人士，可向本公司送達書面通告，除財務報表概要外，要求本公司向其寄發本公司年度財務報表及董事會報告的完整印刷本。
151. 如本公司根據所有適用法規、規則及規例(包括但不限於上市規則)在本公司電腦網絡或以任何其他獲准許的方式(包括發出任何形式的電子通訊)刊載章程細則第149條所述的文件及(如適用)符合章程細則第150條規定的財務報告概要，而有關人士已同意或被視為同意在以上述方式刊載或接收該等文件作為本公司已履行向其寄發該等文件的責任，則向章程細則第149條所述人士送交章程細則所述的文件或根據章程細則第150條送交財務報告概要的規定應視為已獲履行。

審核

- 152.(1) 於每年的股東週年大會或其後的股東特別大會上，股東須委任一名核數師審核本公司賬目，而該名核數師的任期將直至下屆股東週年大會為止。該名核數師可為股東，惟董事或本公司高級職員或僱員於任職期間並不符合資格擔任本公司的核數師。
- (2) 股東可於根據該等章程細則而召開及舉行的任何股東大會上，透過普通決議案隨時罷免任期末屆滿的核數師，再於會上透過普通決議案另聘核數師代其履行餘下任期。
153. 在公司法所規限下，本公司賬目須每年至少審核一次。
154. 核數師酬金須由本公司於股東大會上或以股東可能決定的有關方式釐定。
155. 董事可填補核數師職位的任何臨時空缺，但是即便存在該等空缺，尚存或時任核數師(如有)仍可行事。董事根據本條所委任任何核數師的薪酬均由董事會決定。在章程細則第152(2)條的規限下，根據本條委任的核數師的任期將直至本公司下屆股東週年大會為止，隨後由股東根據章程細則第152(1)條委任，酬金則由股東根據章程細則第154條釐定。
156. 核數師在所有合理時間應可查閱本公司保存的所有簿冊及所有相關賬目及會計憑證，其並可要求董事或本公司高級職員提供該等人士所管有的與本公司簿冊或事務有關的任何資料。
157. 該等章程細則規定的收支表及資產負債表須由核數師審查，並與相關簿冊、賬目及會計憑證比較；核數師並須就此編製書面報告，說明所制定的報表及資產負債表是否公平地呈述回顧期間內本公司的財務狀況及經營業績，如要求董事或本公司高級職員提供資料的情況下，則說明是否獲提供資料及資料是否符合需要。本公司的財務報表應由核數師根據一般公認審核準則審核。核數師須根據一般公認審核準則作出書面報告，而核數師報告須於股東大會上向股東呈報。本文所指的一般公認審核準則可包括開曼群島以外的國家或司法權區所用者。於此情況下，財務報表及核數師報告應披露此事宜並註明該國家或司法權區。

通告

- 158.(1) 本公司發出的任何通告或文件(包括任何「公司通訊」，具有根據上市規則所賦予的涵義)均應以書面形式或是經由電報、電傳或傳真或其他電子傳送或電子通訊形式發送(不論是否根據該等章程細則給予或發出)，而任何該等通告及文件可透過以下方式給予或發出：
- (a) 親自送達有關人士；
 - (b) 以預付郵資方式郵寄，信封須註明該股東在股東名冊的登記地址或股東就此向本公司提供的任何其他地址；
 - (c) 送交或留置在上述地址；
 - (d) 在適當的報章或其他刊物及(如適用)根據指定證券交易所規則刊登；
 - (e) 在本公司遵守法規及不時生效的任何其他適用法律、規則及規例有關取得該人士同意(或視作同意)的任何規定的規限下，以電子通訊方式按該人士根據章程細則第158(5)條可能提供的電子地址向該人士發送或傳送；
 - (f) 在本公司遵守法規及不時生效的任何其他適用法律、規則及規例中有關取得有關人士同意(或視作同意)的任何規定及/或向任何有關人士發出通告，說明該通告、文件或刊物可在本公司的電腦網絡網站取得(「可供查閱通告」)；或
 - (g) 在法規及其他適用法律、規則及規例允許的範圍內，透過其他方式寄發或以其他方式向該人士提供。
- (2) 可供查閱通告可按上文所載的任何形式向股東發出，而不是在網站上發佈。
- (3) 在聯名股份持有人的情況下，所有通告應發給在股東名冊排名最先的該位聯名持有人，而如此發出的通告視為向所有聯名持有人充分送達或交付。

- (4) 因法律的施行、轉讓、傳轉或其他方式而有權擁有任何股份的每位人士，須受在其名稱及地址(包括電子地址)作為有關股份的登記持有人記入股東名冊前就有關股份正式發給其取得有關股份所有權的人士的每份通告所約束。
- (5) 每位股東或根據規程或本細則規定有權收取本公司通告的人士可向本公司登記一個可向其送達通告的電子地址。
- (6) 在符合任何適用法律、規則及條例以及本章程細則條款的情況下，任何通告、文件或刊物(包括但不限於本章程細則第149、150及158條所述的文件)可僅以英文或以中英文兩種語言發出。

159.任何通告或其他文件：

- (a) 如以郵遞方式送遞或交付，在適當情況下應以空郵寄送，載有通告的信封應適當預付郵資及註明地址，並視為於投郵翌日送達或交付。在證明送達或交付時，證明載有通告或文件的信封或封套已註明適當的地址及已投郵，即為充分的證明，而由秘書或本公司其他高級職員或董事會委任的其他人士簽署的證明書，表明載有通告或其他文件的信封或封套已如上所述註明地址及投郵，即為不可推翻的證據；
- (b) 倘以電子通訊形式發送，應被視為自本公司或其代理人的伺服器傳送當日發出。於本公司網站或指定證券交易所網站上刊載的通告應被視為可供查閱通告登載以發送予股東當日的翌日送達股東；
- (c) 如在本公司網站上刊登，則於有關人士可進入的本公司網站首次刊登通告、文件或刊物之日，或可供查閱通告根據章程細則被視為已送達或交付予有關人士之日(以較晚者為準)，視為已送達；
- (d) 如以該等章程細則所述任何其他方式送遞或交付，應被視為面交或交付之時或(視情況而定)有關發送或傳送之時送達或交付，而在證明送達或交付時，由秘書或本公司其他高級職員或獲董事會委任的其他人士簽署的證明書，表明該送遞、交付、發送或傳送的事實及時間，即為不可推翻的證據；及

(e) 如在報章或本章程細則准許的其他刊物上以廣告形式刊登，應視為已於廣告首次刊登之日送達。

- 160.(1) 根據該等章程細則交付或郵寄或留置於任何股東登記地址的任何通告或其他文件，儘管該股東當時已身故或破產或已發生任何其他事件，及不論本公司是否知悉該股東身故或破產或其他事件，均視為已就以該股東作為單獨或聯名持有人名義登記的任何股份妥為送達或交付(除非在送達或交付通告或文件之時其姓名已從股東名冊刪除而不再為股份持有人)，而且該送達或交付就所有目的而言，均視為已向所有擁有股份權益(不論共同或透過該股東申索)的人士充分送達或交付該通告或文件。
- (2) 因股東身故、精神紊亂或破產而享有股份權利的人士，本公司可藉預付郵資的信函及在信封或封套上註明其為收件人而將通告郵寄給該人士，或以身故者代表或破產者受托人的稱謂或任何類似稱謂而享有股份權利的人士，本公司可將通告寄發聲稱如上所述享有權利的人士就此目的所提供的地址(如有)，或(直至獲提供地址前)按如無發生該身故、精神紊亂或破產時原本的方式發出通告。
- (3) 任何藉法律的實施、轉讓或其他方式而享有任何股份權利的人士，須受在其姓名及地址記入股東名冊前原已就股份正式發給其獲取股份權利的人士的每份通告所約束。

簽署

161. 就該等章程細則而言，聲稱來自股份持有人或(視情況而定)董事或替任董事或身為股份持有人的本公司的董事或秘書或獲正式委任受權人或正式獲授權代表的傳真或電子傳送信息，在倚賴該信息的人士於有關時間未有獲得相反的明確證據時，應被視為該持有人或董事或替任董事按接收時的條款簽署的書面文件或文據。

清盤

- 162.(1) 在章程細則第162(2)條的規限下，董事會有權以本公司名義代表本公司向法院提交本公司清盤的呈請。
- (2) 有關法院頒令本公司將清盤或自願清盤的決議案須為特別決議案。
- 163.(1) 受限於任何類別股份當時所附有關於分派清盤後可供動用所餘資產的特別權利、特權或限制，(i)倘本公司清盤而可向股東分派的資產超過償還開始清盤時全部繳足股本，則餘數可按該等股東就其各自所持股份的繳足金額的比例向股東分派，及(ii)倘本公司清盤而可向股東分派的資產不足以償還全部繳足股本，則該等資產的分派方式為盡可能由股東按開始清盤時各自所持股份的繳足及應繳足股本比例分擔虧損。
- (2) 倘本公司清盤(無論為自願清盤或法院頒令清盤)，清盤人可在獲得特別決議案批准下及根據公司法的任何其他批准，將本公司全部或任何部分資產以金錢或實物分發予股東，而不論該等資產為一類或多類如前述分派的不同的財產，而清盤人就此可任何一類或多類財產釐定其認為公平的價值，並決定股東或不同類別股東間的分派方式。清盤人可在獲得同樣授權的情況下，將任何部分資產交予清盤人(在獲得同樣授權的情況下)認為適當而為股東利益設立的信託的受託人，本公司的清盤即告結束及本公司解散，惟不得強迫分擔人接受任何負有債務的股份或其他財產。

彌償保證

- 164.(1) 本公司任何時候的董事、秘書及其他高級職員及每名核數師(不論現任或離任)以及現時時就本公司任何事務行事的清盤人或受託人(如有)以及每名該等人士及其每名繼承人、遺囑執行人及遺產管理人，均可從本公司的資產及溢利獲得彌償，使該等人士或其中任何一位、其任何繼承人、遺囑執行人或遺產管理人就各自的職務或信託執行其職責或據稱的職責時因所作出、發生的作為或不作為而招致或蒙受的所有訴訟、訟費、收費、損失、損害及開支，可獲確保就此免受任何損害。任何該等人士均毋須就其他人士的行為、待遇、疏忽或過失而負責，亦毋須為符合規定以致參與任何待遇或為本公司向其寄存或存入任何款項或財產作保管用途的任何銀行或其他人士或為本公司賴以投放或投資任何款項的抵押不充分或不足或為該等人士執行各自的職務或信託時發生的任何其他損失、不幸事故或損害或與此有關的事宜而負責，惟本彌償保證並不延伸至任何與任何上述人士欺詐或不忠誠有關的事宜。
- (2) 每名股東同意放棄其原可因董事在履行本公司職責時採取的任何行動或未有採取任何行動而針對董事提起的申索或起訴權利(不論個別或根據或憑藉本公司的權利)，惟該權利的放棄並不延伸至任何與該名董事欺詐或不忠誠有關的事宜。

財政年度

164A.除董事另有決定外，本公司的財政年度結束日期為每年的12月31日。

修訂本公司組織章程大綱及章程細則以及公司名稱的更改

- 165.撤銷、更改或修訂任何章程細則及新增任何章程細則，均須經股東通過特別決議案批准。本公司組織章程大綱任何條文的更改或更改公司名稱須經特別決議案通過。

資料

- 166.有關本公司營運或任何與本公司經營業務有關及董事認為就股東的權益而言不宜向公眾透露的屬於商業秘密或秘密工序性質的事宜的詳情，股東無權要求作出披露或提供任何資料。

The Companies Act (As Revised)
Company Limited by Shares

SECOND AMENDED AND RESTATED ARTICLES OF ASSOCIATION

OF

Greentown Service Group Co. Ltd.
綠城服務集團有限公司

(Adopted at an annual general meeting held on 17 June 2022)

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THE COMPANIES ACT (AS REVISED)
COMPANY LIMITED BY SHARES

SECOND AMENDED AND RESTATED ARTICLES OF ASSOCIATION

OF

Greentown Service Group Co. Ltd.
綠城服務集團有限公司

(Adopted at a general meeting held on 17 June 2022)

TABLE A

1. The regulations in Table A in the Schedule to the Companies Act (As Revised) do not apply to the Company.

INTERPRETATION

2. (1) In these Articles, unless the context otherwise requires, the words standing in the first column of the following table shall bear the meaning set opposite them respectively in the second column.

<u>WORD</u>	<u>MEANING</u>
“Act”	the Companies Act, Cap. 22 (Act 3 of 1961, as consolidated and revised) of the Cayman Islands.
“announcement”	an official publication of a Notice or document of the Company, including a publication, subject to and to such extent permitted by the Listing Rules, by electronic communication or by advertisement published in the newspapers or in such manner or means ascribed and permitted by the Listing Rules and applicable laws.
“Articles”	these Articles in their present form or as supplemented or amended or substituted from time to time.
“Auditor”	the auditor of the Company for the time being and may include any individual or partnership.
“Board” or “Directors”	the board of directors of the Company or the directors present at a meeting of directors of the Company at which a quorum is present.
“capital”	the share capital of the Company from time to time.

“clear days”	in relation to the period of a notice that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
“clearing house”	a clearing house recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted on a stock exchange in such jurisdiction.
“close associate”	in relation to any Director, shall have the same meaning as defined in the Listing Rules as modified from time to time, except that for purposes of Article 100 where the transaction or arrangement to be approved by the Board is a connected transaction referred to in the Listing Rules, it shall have the same meaning as that ascribed to “associate” in the Listing Rules.
“Company”	Greentown Service Group Co. Ltd. 綠城服務集團有限公司
“competent regulatory authority”	a competent regulatory authority in the territory where the shares of the Company are listed or quoted on a stock exchange in such territory.
“debenture” and “debenture holder”	include debenture stock and debenture stockholder respectively.
“Designated Stock Exchange”	a stock exchange in respect of which the shares of the Company are listed or quoted and where such stock exchange deems such listing or quotation to be the primary listing or quotation of the shares of the Company.
“electronic communication”	a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other electron magnetic means in any form through any medium.
“electronic meeting”	a general meeting held and conducted wholly and exclusively by virtual attendance and participation by Members and/or proxies by means of electronic facilities.
“head office”	such office of the Company as the Directors may from time to time determine to be the principal office of the Company.

”hybrid meeting”	a general meeting convened for the (i) physical attendance by Members and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by Members and/or proxies by means of electronic facilities.
“Listing Rules”	rules of the Designated Stock Exchange.
“Meeting Location”	has the meaning given to it in Article 64A.
“Member”	a duly registered holder from time to time of the shares in the capital of the Company.
“month”	a calendar month.
“Notice”	written notice unless otherwise specifically stated and as further defined in these Articles.
“Office”	the registered office of the Company for the time being.
“ordinary resolution”	a resolution shall be an ordinary resolution when it has been passed by a simple majority of votes cast by such Members as, being entitled so to do, vote in person or, in the case of any Member being a corporation, by its duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Article 59.
“paid up”	paid up or credited as paid up.
“physical meeting”	a general meeting held and conducted by physical attendance and participation by Members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations.
“Principal Meeting Place”	shall have the meaning given to it in Article 59(2).
“Register”	the principal register and where applicable, any branch register of Members to be maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time.

“Registration Office”	in respect of any class of share capital such place as the Board may from time to time determine to keep a branch register of Members in respect of that class of share capital and where (except in cases where the Board otherwise directs) the transfers or other documents of title for such class of share capital are to be lodged for registration and are to be registered.
“Seal”	common seal or any one or more duplicate seals of the Company (including a securities seal) for use in the Cayman Islands or in any place outside the Cayman Islands.
“Secretary”	any person, firm or corporation appointed by the Board to perform any of the duties of secretary of the Company and includes any assistant, deputy, temporary or acting secretary.
“special resolution”	<p>a resolution shall be a special resolution when it has been passed by a majority of not less than three-fourths of votes cast by such Members as, being entitled so to do, vote in person or, in the case of such Members as are corporations, by their respective duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Article 59.</p> <p>a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles or the Statutes.</p>
“Statutes”	the Act and every other law of the Legislature of the Cayman Islands for the time being in force applying to or affecting the Company, its memorandum of association and/or these Articles.
“substantial shareholder”	a person who is entitled to exercise, or to control the exercise of, 10% or more (or such other percentage as may be prescribed by the Listing Rules from time to time) of the voting power at any general meeting of the Company.
“year”	a calendar year.

- (2) In these Articles, unless there be something within the subject or context inconsistent with such construction:
- (a) words importing the singular include the plural and vice versa;
 - (b) words importing a gender include both gender and the neuter;
 - (c) words importing persons include companies, associations and bodies of persons whether corporate or not;
 - (d) the words:
 - (i) “may” shall be construed as permissive;
 - (ii) “shall” or “will” shall be construed as imperative;
 - (e) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing or reproducing words or figures in a legible and non-transitory form or, to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form, and including where the representation takes the form of electronic display, provided that both the mode of service of the relevant document or Notice and the Member’s election comply with all applicable Statutes, rules and regulations;
 - (f) references to any law, ordinance, statute or statutory provision shall be interpreted as relating to any statutory modification or re-enactment thereof for the time being in force;
 - (g) save as aforesaid words and expressions defined in the Statutes shall bear the same meanings in these Articles if not inconsistent with the subject in the context;
 - (h) references to a document (including, but without limitation, a resolution in writing) being signed or executed include references to it being signed or executed under hand or under seal or by electronic signature or by electronic communication or by any other method and references to a Notice or document include a Notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not;
 - (i) Section 8 and Section 19 of the Electronic Transactions Act (2003) of the Cayman Islands, as amended from time to time, shall not apply to these Articles to the extent it imposes obligations or requirements in addition to those set out in these Articles;

- (j) a reference to a meeting: (a) shall mean a meeting convened and held in any manner permitted by these Articles and any Member or Director attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Statutes and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly;
- (k) references to a person's participation in the business of a general meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly authorised representative) to speak or communicate, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Statutes or these Articles to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly;
- (l) references to electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise); and
- (m) where a Member is a corporation, any reference in these Articles to a Member shall, where the context requires, refer to a duly authorised representative of such Member.

SHARE CAPITAL

- 3. (1) The share capital of the Company at the date on which these Articles come into effect shall be divided into shares of a par value of Hong Kong dollars 0.00001 each.
- (2) Subject to the Act, the Company's Memorandum and Articles of Association and, where applicable, the Listing Rules and/or the rules of any competent regulatory authority, the Company shall have the power to purchase or otherwise acquire its own shares and such power shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it in its absolute discretion thinks fit and any determination by the Board of the manner of purchase shall be deemed authorised by these Articles for purposes of the Act. The Company is hereby authorised to make payments in respect of the purchase of its shares out of capital or out of any other account or fund which can be authorised for this purpose in accordance with the Act.
- (3) Subject to compliance with the Listing Rules and the rules and regulations of any other competent regulatory authority, the Company may give financial assistance for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company.
- (4) The Board may accept the surrender for no consideration of any fully paid share.
- (5) No share shall be issued to bearer.

ALTERATION OF CAPITAL

4. The Company may from time to time by ordinary resolution in accordance with the Act alter the conditions of its Memorandum of Association to:
 - (a) increase its capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe;
 - (b) consolidate and divide all or any of its capital into shares of larger amount than its existing shares;
 - (c) divide its shares into several classes and without prejudice to any special rights previously conferred on the holders of existing shares attach thereto respectively any preferential, deferred, qualified or special rights, privileges, conditions or such restrictions which in the absence of any such determination by the Company in general meeting, as the Directors may determine provided always that where the Company issues shares which do not carry voting rights, the words “non-voting” shall appear in the designation of such shares and where the equity capital includes shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words “restricted voting” or “limited voting”;
 - (d) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Company’s Memorandum of Association (subject, nevertheless, to the Act), and may by such resolution determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred, deferred or other rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to unissued or new shares;
 - (e) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the shares so cancelled or, in the case of shares, without par value, diminish the number of shares into which its capital is divided.
5. The Board may settle as it considers expedient any difficulty which arises in relation to any consolidation and division under the last preceding Article and in particular but without prejudice to the generality of the foregoing may issue certificates in respect of fractions of shares or arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale (after deduction of the expenses of such sale) in due proportion amongst the Members who would have been entitled to the fractions, and for this purpose the Board may authorise some person to transfer the shares representing fractions to their purchaser or resolve that such net proceeds be paid to the Company for the Company’s benefit. Such purchaser will not be bound to see to the application of the purchase money nor will his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

6. The Company may from time to time by special resolution, subject to any confirmation or consent required by the Act, reduce its share capital or any capital redemption reserve or other undistributable reserve in any manner permitted by law.
7. Except so far as otherwise provided by the conditions of issue, or by these Articles, any capital raised by the creation of new shares shall be treated as if it formed part of the original capital of the Company, and such shares shall be subject to the provisions contained in these Articles with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, cancellation, surrender, voting and otherwise.

SHARE RIGHTS

8. (1) Subject to the provisions of the Act and the Company's Memorandum and Articles of Association and to any special rights conferred on the holders of any shares or class of shares, any share in the Company (whether forming part of the present capital or not) may be issued with or have attached thereto such rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Board may determine.

(2) Subject to the provisions of the Act, the Listing Rules and the Memorandum and Articles of Association of the Company, and to any special rights conferred on the holders of any shares or attaching to any class of shares, shares may be issued on the terms that they may be, or at the option of the Company or the holder are, liable to be redeemed on such terms and in such manner, including out of capital, as the Board may deem fit.
9. Intentionally deleted.

VARIATION OF RIGHTS

10. Subject to the Act and without prejudice to Article 8, all or any of the special rights for the time being attached to the shares or any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, from time to time (whether or not the Company is being wound up) be varied, modified or abrogated either with the consent in writing of the holders of not less than three-fourths of the voting rights of the members holding the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company shall, *mutatis mutandis*, apply, but so that:
 - (a) the necessary quorum (other than at an adjourned meeting) shall be two persons (or in the case of a Member being a corporation, its duly authorized representative) holding or representing by proxy not less than one-third of the issued shares of that class and at any adjourned meeting of such holders, two holders present in person or (in the case of a Member being a corporation) its duly authorized representative or by proxy (whatever the number of shares held by them) shall be a quorum; and
 - (b) every holder of shares of the class shall be entitled to one vote for every such share held by him.

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

SHARES

12. (1) Subject to the Act, these Articles, any direction that may be given by the Company in general meeting and, where applicable, the Listing Rules and without prejudice to any special rights or restrictions for the time being attached to any shares or any class of shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may in its absolute discretion determine but so that no shares shall be issued at a discount to their nominal value. Neither the Company nor the Board shall be obliged, when making or granting any allotment of, offer of, option over or disposal of shares, to make, or make available, any such allotment, offer, option or shares to Members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable. Members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of Members for any purpose whatsoever.
 - (2) The Board may issue warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for any class of shares or securities in the capital of the Company on such terms as it may from time to time determine.
13. The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Act. Subject to the Act, the commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one and partly in the other.
14. 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 required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
15. Subject to the Act and these Articles, the Board may at any time after the allotment of shares but before any person has been entered in the Register as the holder, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Board considers fit to impose.

SHARE CERTIFICATES

16. Every share certificate shall be issued under the Seal or a facsimile thereof or with the Seal printed thereon and shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates, and the amount paid up thereon and may otherwise be in such form as the Directors may from time to time determine. The seal of the Company may only be affixed or imprinted to a share certificate with the authority of the Directors, or be executed under the signature of appropriate officials with statutory authority, unless otherwise determined by the Directors. No certificate shall be issued representing shares of more than one class. The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates (or certificates in respect of other securities) need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon.
17. (1) In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.

(2) Where a share stands in the names of two or more persons, the person first named in the Register shall as regards service of Notices and, subject to the provisions of these Articles, all or any other matters connected with the Company, except the transfer of the shares, be deemed the sole holder thereof.
18. Every person whose name is entered, upon an allotment of shares, as a Member in the Register shall be entitled, without payment, to receive one certificate for all such shares of any one class or several certificates each for one or more of such shares of such class upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board from time to time determines.
19. Share certificates shall be issued within the relevant time limit as prescribed by the Act or as the Designated Stock Exchange may from time to time determine, whichever is the shorter, after allotment or, except in the case of a transfer which the Company is for the time being entitled to refuse to register and does not register, after lodgment of a transfer with the Company.
20. (1) 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 to the transferee in respect of the shares transferred to him at such fee as is provided in paragraph (2) of this Article. If any of the shares included in the certificate so given up shall be retained by the transferor a new certificate for the balance shall be issued to him at the aforesaid fee payable by the transferor to the Company in respect thereof.

(2) The fee referred to in paragraph (1) above shall be an amount not exceeding the relevant maximum amount as the Designated Stock Exchange may from time to time determine provided that the Board may at any time determine a lower amount for such fee.

21. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares may be issued to the relevant Member upon request and on payment of such fee as the Designated Stock Exchange may determine to be the maximum fee payable or such lesser sum as the Board may determine and, subject to compliance with such terms (if any) as to evidence and indemnity and to payment of the costs and reasonable out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of damage or defacement, on delivery of the old certificate to the Company provided always that where share warrants have been issued, no new share warrant shall be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed.

LIEN

22. 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. The Company shall also have a first and paramount lien on every share (not being a fully paid share) registered in the name of a Member (whether or not jointly with other Members) for all amounts of money presently payable by such Member or his estate to the Company 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 or not. The Company's lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The Board may at any time, generally or in any particular case, waive any lien that has arisen or declare any share exempt in whole or in part, from the provisions of this Article.
23. Subject to these Articles, the Company may sell in such manner as the Board determines any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged nor until the expiration of fourteen (14) clear days after a Notice in writing, stating and demanding payment of the sum presently payable, or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving Notice of the intention to sell in default, has been served on the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.
24. The net proceeds of the sale shall be received by the Company and applied in or towards payment or discharge of the debt or liability in respect of which the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the person entitled to the share at the time of the sale. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares so transferred 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 relating to the sale.

CALLS ON SHARES

25. Subject to these Articles and to the terms of allotment, the Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium), and each Member shall (subject to being given at least fourteen (14) clear days' Notice specifying the time and place of payment) pay to the Company as required by such Notice the amount called on his shares. A call may be extended, postponed or revoked in whole or in part as the Board determines but no Member shall be entitled to any such extension, postponement or revocation except as a matter of grace and favour.
26. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable either in one lump sum or by instalments.
27. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments due in respect thereof or other moneys due in respect thereof.
28. 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 on the amount unpaid from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board may determine, but the Board may in its absolute discretion waive payment of such interest wholly or in part.
29. No Member shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another Member) at any general meeting either personally or by proxy, or be reckoned in a quorum, or exercise any other privilege as a Member until all calls or instalments due by him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.
30. On the trial or hearing of any action or other proceedings for the recovery of any money due for any call, it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Member sued, in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
31. Any amount payable in respect of a share upon allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call duly made and payable on the date fixed for payment and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.

32. On the issue of shares the Board may differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
33. The Board may, if it thinks fit, receive from any Member willing to advance the same, and either in money or money's worth, all or any part of the moneys uncalled and unpaid or instalments payable upon any shares held by him and upon all or any of the moneys so advanced (until the same would, but for such advance, become presently payable) pay interest at such rate (if any) as the Board may decide. The Board may at any time repay the amount so advanced upon giving to such Member not less than one (1) month's Notice of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. Such payment in advance shall not entitle the holder of such share or shares to participate in respect thereof in a dividend subsequently declared.

FORFEITURE OF SHARES

34. (1) If a call remains unpaid after it has become due and payable the Board may give to the person from whom it is due not less than fourteen (14) clear days' Notice:
 - (a) requiring payment of the amount unpaid together with any interest which may have accrued and which may still accrue up to the date of actual payment; and
 - (b) stating that if the Notice is not complied with the shares on which the call was made will be liable to be forfeited.
- (2) If the requirements of any such Notice are not complied with, any share in respect of which such Notice has been given may at any time thereafter, before payment of all calls and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect, and such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share but not actually paid before the forfeiture.
35. When any share has been forfeited, Notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share. No forfeiture shall be invalidated by any omission or neglect to give such Notice.
36. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture will include surrender.
37. Any share so forfeited shall be deemed the property of the Company and may be sold, re-allotted or otherwise disposed of to such person, upon such terms and in such manner as the Board determines, and at any time before a sale, re-allotment or disposition the forfeiture may be annulled by the Board on such terms as the Board determines.

38. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but nevertheless shall remain liable to pay the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares, with (if the Directors shall in their discretion so require) interest thereon from the date of forfeiture until payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board determines. The Board may enforce payment thereof if it thinks fit, and without any deduction or allowance for the value of the forfeited shares, at the date of forfeiture, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares. For the purposes of this Article any sum which, by the terms of issue of a share, is payable thereon at a fixed time which is subsequent to the date of forfeiture, whether on account of the nominal value of the share or by way of premium, shall notwithstanding that time has not yet arrived be deemed to be payable at the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of actual payment.
39. A declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration shall (subject to the execution of an instrument of transfer by the Company if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any), nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture, sale or disposal of the share. When any share shall have been forfeited, notice of the declaration 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.
40. Notwithstanding any such forfeiture as aforesaid the Board may at any time, before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, permit the shares forfeited to be bought back upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as it thinks fit.
41. The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payable thereon.
42. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

REGISTER OF MEMBERS

43. (1) The Company shall keep in one or more books a Register of its Members and shall enter therein the following particulars, that is to say:
- (a) the name and address of each Member, the number and class of shares held by him and the amount paid or agreed to be considered as paid on such shares;
 - (b) the date on which each person was entered in the Register; and
 - (c) the date on which any person ceased to be a Member.
- (2) The Company may keep an overseas or local or other branch register of Members resident in any place, and the Board may make and vary such regulations as it determines in respect of the keeping of any such register and maintaining a Registration Office in connection therewith.
44. The Register and branch register of Members, as the case may be, shall be open to inspection for at least two (2) hours during business hours by Members without charge or by any other person, upon a maximum payment of Hong Kong dollars 2.50 or such lesser sum specified by the Board, at the Office or such other place at which the Register is kept in accordance with the Act or, if appropriate, upon a maximum payment of Hong Kong dollars 1.00 or such lesser sum specified by the Board at the Registration Office. The Register including any overseas or local or other branch register of Members may, after notice has been given by advertisement in an appointed newspaper or any other newspapers in accordance with the requirements of any Designated Stock Exchange or by any electronic means in such manner as may be accepted by the Designated Stock Exchange to that effect, be closed at such times or for such periods not exceeding in the whole thirty (30) days in each year as the Board may determine and either generally or in respect of any class of shares.

RECORD DATES

45. Subject to the Listing Rules, notwithstanding any other provision of these Articles the Company or the Directors may fix any date as the record date for:
- (a) determining the Members entitled to receive any dividend, distribution, allotment or issue;
 - (b) determining the Members entitled to receive Notice of and to vote at any general meeting of the Company.

TRANSFER OF SHARES

46. (1) Subject to these Articles, any Member may transfer all or any of his shares by an instrument of transfer in the usual or common form or in a form prescribed by the Designated Stock Exchange or in any other form approved by the Board and may be under hand or, if the transferor or transferee is a clearing house or its nominee(s), by hand or by machine imprinted signature or by such other manner of execution as the Board may approve from time to time.
- (2) Notwithstanding the provisions of subparagraph (1) above, for so long as any shares are listed on the Designated Stock Exchange, titles to such listed shares may be evidenced and transferred in accordance with the laws applicable to and the Listing Rules that are or shall be applicable to such listed shares. The register of members of the Company in respect of its listed shares (whether the Register or a branch register) may be kept by recording the particulars required by Section 40 of the Act in a form otherwise than legible if such recording otherwise complies with the laws applicable to and the Listing Rules that are or shall be applicable to such listed shares.
47. The instrument of transfer shall be executed by or on behalf of the transferor and the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. Without prejudice to the last preceding Article, the Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.
48. (1) The Board may, in its absolute discretion, and without giving any reason therefor, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve, or any share issued under any share incentive scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also, without prejudice to the foregoing generality, refuse to register a transfer of any share to more than four (4) joint holders or a transfer of any share (not being a fully paid up share) on which the Company has a lien.
- (2) No transfer shall be made to an infant or to a person of unsound mind or under other legal disability.
- (3) The Board in so far as permitted by any applicable law may, in its absolute discretion, at any time and from time to time transfer any share upon the Register to any branch register or any share on any branch register to the Register or any other branch register. In the event of any such transfer, the shareholder requesting such transfer shall bear the cost of effecting the transfer unless the Board otherwise determines.

- (4) Unless the Board otherwise agrees (which agreement may be on such terms and subject to such conditions as the Board in its absolute discretion may from time to time determine, and which agreement the Board shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Register shall be transferred to any branch register nor shall shares on any branch register be transferred to the Register or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant Registration Office, and, in the case of any shares on the Register, at the Office or such other place at which the Register is kept in accordance with the Act.
49. Without limiting the generality of the last preceding Article, the Board may decline to recognise any instrument of transfer unless:
- (a) a fee of such maximum sum as the Designated Stock Exchange may determine to be payable or such lesser sum as the Board may from time to time require is paid to the Company in respect thereof;
 - (b) the instrument of transfer is in respect of only one class of share;
 - (c) the instrument of transfer is lodged at the Office or such other place at which the Register is kept in accordance with the Act or the Registration Office (as the case may be) accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and
 - (d) if applicable, the instrument of transfer is duly and properly stamped.
50. If the Board refuses to register a transfer of any share, it shall, within two (2) months after the date on which the transfer was lodged with the Company, send to each of the transferor and transferee notice of the refusal.
51. The registration of transfers of shares or of any class of shares may, after notice has been given by announcement or by electronic communication or by advertisement in any newspapers or by any other means in accordance with the requirements of any Designated Stock Exchange to that effect be suspended at such times and for such periods (not exceeding in the whole thirty (30) days in any year) as the Board may determine. The period of thirty (30) days may be extended in respect of any year if approved by the Members by ordinary resolution.

TRANSMISSION OF SHARES

52. If a Member dies, the survivor or survivors where the deceased was a joint holder, and his legal personal representatives where he was a sole or only surviving holder, will be the only persons recognised by the Company as having any title to his interest in the shares; but nothing in this Article will release the estate of a deceased Member (whether sole or joint) from any liability in respect of any share which had been solely or jointly held by him.
53. Any person becoming entitled to a share in consequence of the death or bankruptcy or winding-up of a Member may, upon such evidence as to his title being produced as may be required by the Board, elect either to become the holder of the share or to have some person nominated by him registered as the transferee thereof. If he elects to become the holder he shall notify the Company in writing either at the Registration Office or Office, as the case may be, to that effect. If he elects to have another person registered he shall execute a transfer of the share in favour of that person. The provisions of these Articles relating to the transfer and registration of transfers of shares shall apply to such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by such Member.
54. A person becoming entitled to a share by reason of the death or bankruptcy or winding-up of a Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. However, the Board may, if it thinks fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Article 72(2) being met, such a person may vote at meetings.

UNTRACEABLE MEMBERS

55. (1) Without prejudice to the rights of the Company under paragraph (2) of this Article, the Company may cease sending cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise the power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.
- (2) The Company shall have the power to sell, in such manner as the Board thinks fit, any shares of a Member who is untraceable, but no such sale shall be made unless:
- (a) all cheques or warrants in respect of dividends of the shares in question, being not less than three in total number, for any sum payable in cash to the holder of such shares in respect of them sent during the relevant period in the manner authorised by the Articles have remained uncashed;

- (b) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the Member who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law; and
- (c) the Company, has given notice of its intention to sell such shares to, and caused advertisement both in daily newspaper and in a newspaper circulating in the area of the last known address of such Member or any person entitled to the share under Article 54 and where applicable, in each case in accordance with the requirements of, the Designated Stock Exchange, and a period of three (3) months or such shorter period as may be allowed by the Designated Stock Exchange has elapsed since the date of such advertisement.

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

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

GENERAL MEETINGS

- 56. An annual general meeting of the Company shall be held in each financial year other than the financial year of the Company’s adoption of these Articles and such annual general meeting must be held within six (6) months after the end of the Company’s financial year (unless a longer period would not infringe the Listing Rules, if any).
- 57. Each general meeting, other than an annual general meeting, shall be called an extraordinary general meeting. All general meetings (including an annual general meeting, any adjourned meeting or postponed meeting) may be held as a physical meeting in any part of the world and at one or more locations as provided in Article 64A, as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion.

58. The Board may whenever it thinks fit call extraordinary general meetings. Any one or more Member(s) holding at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company carrying the right of voting at general meetings of the Company shall at all times have the right, by written requisition to the Board or the Secretary of the Company, to require an extraordinary general meeting to be called by the Board for the transaction of any business or resolution specified in such requisition; and such meeting shall be held within two (2) months after the deposit of such requisition. If within twenty-one (21) days of such deposit the Board fails to proceed to convene such meeting the requisitionist(s) himself (themselves) may convene a physical meeting at only one location which will be the Principal Meeting Place, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to the requisitionist(s) by the Company.

NOTICE OF GENERAL MEETINGS

59. (1) An annual general meeting must be called by Notice of not less than twenty-one (21) clear days. All other general meetings (including an extraordinary general meeting) must be called by Notice of not less than fourteen (14) clear days but if permitted by the Listing Rules, a general meeting may be called by shorter notice, subject to the Act, if it is so agreed:

(a) in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote thereat; and

(b) in the case of any other meeting, by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent. (95%) of the total voting rights at the meeting of all the Members.

(2) The Notice shall specify (a) the time and date of the meeting, (b) save for an electronic meeting, the place of the meeting and if there is more than one meeting location as determined by the Board pursuant to Article 64A, the principal place of the meeting (the “**Principal Meeting Place**”), (c) if the general meeting is to be a hybrid meeting or an electronic meeting, the Notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting, and (d) particulars of resolutions to be considered at the meeting. The Notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Members other than to such Members as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such Notices from the Company, to all persons entitled to a share in consequence of the death or bankruptcy or winding-up of a Member and to each of the Directors and the Auditors.

60. The accidental omission to give Notice of a meeting or (in cases where instruments of proxy are sent out with the Notice) to send such instrument of proxy to, or the non-receipt of such Notice or such instrument of proxy by, any person entitled to receive such Notice shall not invalidate any resolution passed or the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

61. (1) All business shall be deemed special that is transacted at an extraordinary general meeting, and also all business that is transacted at an annual general meeting, with the exception of:
- (a) the declaration and sanctioning of dividends;
 - (b) consideration and adoption of the accounts and balance sheet and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheet;
 - (c) the election of Directors whether by rotation or otherwise in the place of those retiring;
 - (d) appointment of Auditors (where special notice of the intention for such appointment is not required by the Act) and other officers; and
 - (e) the fixing of the remuneration of the Auditors, and the voting of remuneration or extra remuneration to the Directors.
- (2) No business other than the appointment of a chairman of a meeting shall be transacted at any general meeting unless a quorum is present at the commencement of the business. Two (2) Members entitled to vote and present in person or by proxy or, for quorum purposes only, two persons appointed by the clearing house as authorised representative or proxy shall form a quorum for all purposes.
62. If within thirty (30) minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and (where applicable) same place(s) or to such time and (where applicable) such place(s) and in such form and manner referred to in Article 57 as the chairman of the meeting (or in default, as the Board) may absolutely determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the meeting shall be dissolved.

63. The chairman of the Company or if there is more than one chairman, any one of them as may be agreed amongst themselves or failing such agreement, any one of them elected by all the Directors present shall preside as chairman at a general meeting. If at any meeting no chairman, is present within fifteen (15) minutes after the time appointed for holding the meeting, or is willing to act as chairman, the deputy chairman of the Company or if there is more than one deputy chairman, any one of them as may be agreed amongst themselves or failing such agreement, any one of them elected by all the Directors present shall preside as chairman. If no chairman or deputy chairman is present or is willing to act as chairman of the meeting, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, or if the chairman chosen shall retire from the chair, the Members present in person or by proxy and entitled to vote shall elect one of their number to be chairman of the meeting.
64. Subject to Article 64C, 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 (or indefinitely) and/or from place to place(s) and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting) as the meeting shall determine, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' Notice of the adjourned meeting shall be given specifying the details set out in Article 59(2) but it shall not be necessary to specify in such Notice the nature of the business to be transacted at the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid, it shall be unnecessary to give Notice of an adjournment.
- 64A. (1) The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations ("**Meeting Location(s)**") determined by the Board at its absolute discretion. Any Member or any proxy attending and participating in such way or any Member or proxy attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting.
- (2) All general meetings are subject to the following and, where appropriate, all references to a "Member" or "Members" in this sub-paragraph (2) shall include a proxy or proxies respectively:
- (a) where a Member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;

- (b) Members present in person or by proxy at a Meeting Location and/or Members attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that Members at all Meeting Locations and Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;
- (c) where Members attend a meeting by being present at one of the Meeting Locations and/or where Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more Members or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting.
- (d) if any of the Meeting Locations is not in the same jurisdiction as the Principal Meeting Place and/or in the case of a hybrid meeting, the provisions of these Articles concerning the service and giving of Notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place; and in the case of an electronic meeting, the time for lodging proxies shall be as stated in the Notice for the meeting.

64B. The Board and, at any general meeting, the chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place, any Meeting Location(s) and/or participation in an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a Member who, pursuant to such arrangements, is not entitled to attend, in person or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any Member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the Notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.

64C. If it appears to the chairman of the general meeting that:

- (a) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Article 64A(1) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the Notice of the meeting; or
- (b) in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or
- (c) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or
- (d) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;

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

64D. The Board and, at any general meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.

- 64E. If, after the sending of Notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not Notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the Notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the Members. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every Notice calling a general meeting the circumstances in which a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a number 8 or higher typhoon signal, black rainstorm warning or other similar event in the Principal Meeting Place is in force at any time on the day of the meeting. This Article shall be subject to the following:
- (a) when a meeting is so postponed, the Company shall endeavour to post a Notice of such postponement on the Company's website as soon as practicable (provided that failure to post such a Notice shall not affect the automatic postponement of a meeting);
 - (b) when only the form of the meeting or electronic facilities specified in the Notice are changed, the Board shall notify the Members of details of such change in such manner as the Board may determine;
 - (c) when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 64, unless already specified in the original Notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the Members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and
 - (d) Notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original Notice of general meeting circulated to the Members.
- 64F. All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 64C, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.

- 64G. Without prejudice to other provisions in Article 64, a physical meeting may also be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.
65. If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

VOTING

66. (1) Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these Articles, at any general meeting on a poll every Member present in person or by proxy or, in the case of a Member being a corporation, by its duly authorised representative shall have one vote for every fully paid share of which he is the holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. A resolution put to the vote of a meeting shall be decided by way of a poll save that the chairman of the meeting may in good faith, allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands in which case every Member present in person or by proxy(ies) shall have one vote provided that where more than one proxy is appointed by a Member which is a clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands. For purposes of this Article, procedural and administrative matters are those that (i) are not on the agenda of the general meeting or in any supplementary circular that may be issued by the Company to its Members; and (ii) relate to the chairman's duties to maintain the orderly conduct of the meeting and/or allow the business of the meeting to be properly and effectively dealt with, whilst allowing all Members a reasonable opportunity to express their views. Votes (whether on a show of hands or by way of poll) may be cast by such means, electronic or otherwise, as the Directors or the chairman of the meeting may determine.
- (2) In the case of a physical meeting where a show of hands is allowed, before or on the declaration of the result of the show of hands, a poll may be demanded:
- (a) by at least three Members present in person or by proxy for the time being entitled to vote at the meeting; or
 - (b) by a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all Members having the right to vote at the meeting; or

- (c) by a Member or Members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

A demand by a person as proxy for a Member shall be deemed to be the same as a demand by the Member.

- 67. Where a resolution is voted on by a show of hands, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect made in the minute book of the Company, shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded for or against the resolution. The result of the poll shall be deemed to be the resolution of the meeting. The Company shall only be required to disclose the voting figures on a poll if such disclosure is required by the Listing Rules.
- 68. On a poll votes may be given either personally or by proxy.
- 69. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.
- 70. All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by these Articles or by the Act. In the case of an equality of votes, the chairman of such meeting shall be entitled to a second or casting vote in addition to any other vote he may have.
- 71. Where there are joint holders of any share any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at any meeting the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding. Several executors or administrators of a deceased Member in whose name any share stands shall for the purposes of this Article be deemed joint holders thereof.
- 72. (1) A Member who is a patient for any purpose relating to mental health or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, by his receiver, committee, *curator bonis* or other person in the nature of a receiver, committee or *curator bonis* appointed by such court, and such receiver, committee, *curator bonis* or other person may vote by proxy, and may otherwise act and be treated as if he were the registered holder of such shares for the purposes of general meetings, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office, head office or Registration Office, as appropriate, not less than forty-eight (48) hours before the time appointed for holding the meeting, or adjourned meeting, or postponed meeting, as the case may be.

(2) Any person entitled under Article 53 to be registered as the holder of any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight (48) hours at least before the time of the holding of the meeting or adjourned meeting or postponed meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his entitlement to such shares, or the Board shall have previously admitted his right to vote at such meeting in respect thereof.

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

(2) All Members have the right to (a) speak at a general meeting; and (b) vote at a general meeting except where a Member is required, by the Listing Rules, to abstain from voting to approve the matter under consideration.

(3) Where the Company has knowledge that any Member is, under the Listing Rules, required to abstain from voting on any particular resolution of the Company or restricted to voting only for or only against any particular resolution of the Company, any votes cast by or on behalf of such Member in contravention of such requirement or restriction shall not be counted.

74. If:

(a) any objection shall be raised to the qualification of any voter; or

(b) any votes have been counted which ought not to have been counted or which might have been rejected; or

(c) any votes are not counted which ought to have been counted;

the objection or error shall not vitiate the decision of the meeting or adjourned meeting or postponed meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting or postponed meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

PROXIES

75. 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 instead of him. A Member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a Member. In addition, a proxy or proxies representing either a Member who is an individual or a Member which is a corporation shall be entitled to exercise the same powers on behalf of the Member which he or they represent as such Member could exercise.
76. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.
77. (1) The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Articles) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this Article or if no electronic address is so designated by the Company for the receipt of such document or information.

- (2) The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the Notice convening the meeting (or, if no place is so specified at the Registration Office or the Office, as may be appropriate) , or if the Company has provided an electronic address in accordance with the preceding paragraph, shall be received at the electronic address specified, not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting or postponed meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting or postponed meeting in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.
78. Instruments of proxy shall be in any common form or in such other form as the Board may approve (provided that this shall not preclude the use of the two-way form) and the Board may, if it thinks fit, send out with the Notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment or postponement of the meeting as for the meeting to which it relates. The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under these Articles has not been received in accordance with the requirements of these Articles. Subject to aforesaid, if the proxy appointment and any of the information required under these Articles is not received in the manner set out in these Articles, the appointee shall not be entitled to vote in respect of the shares in question.
79. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office or the Registration Office (or such other place as may be specified for the delivery of instruments of proxy in the Notice convening the meeting or other document sent therewith) two (2) hours at least before the commencement of the meeting or adjourned meeting or postponed meeting, at which the instrument of proxy is used.
80. Anything which under these Articles a Member may do by proxy he may likewise do by his duly appointed attorney and the provisions of these Articles relating to proxies and instruments appointing proxies shall apply *mutatis mutandis* in relation to any such attorney and the instrument under which such attorney is appointed.

CORPORATIONS ACTING BY REPRESENTATIVES

81. (1) Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.
- (2) If a clearing house (or its nominee(s)), being a corporation, is a Member, it may authorise such persons as it thinks fit to act as its representatives at any meeting of the Company or at any meeting of any class of Members provided that, if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Article shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the clearing house (or its nominee(s)) as if such person was the registered holder of the shares of the Company held by the clearing house (or its nominee(s)) including, where a show of hands is allowed, the right to vote individually on a show of hands.
- (3) Any reference in these Articles to a duly authorised representative of a Member being a corporation shall mean a representative authorised under the provisions of this Article.

WRITTEN RESOLUTIONS OF MEMBERS

82. A resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all persons for the time being entitled to receive Notice of and to attend and vote at general meetings of the Company shall, for the purposes of these Articles, be treated as a resolution duly passed at a general meeting of the Company and, where relevant, as a special resolution so passed. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed by the last Member to sign, and where the resolution states a date as being the date of his signature thereof by any Member the statement shall be prima facie evidence that it was signed by him on that date. Such a resolution may consist of several documents in the like form, each signed by one or more relevant Members.

BOARD OF DIRECTORS

83. (1) Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than two (2). There shall be no maximum number of Directors unless otherwise determined from time to time by the Members in general meeting. The Directors shall be elected or appointed in the first place by the subscribers to the Memorandum of Association or by a majority of them and thereafter in accordance with Article 84 called for such purpose and who shall hold office for such term as the Members may determine or, in the absence of such determination, in accordance with Article 84 or until their successors are elected or appointed or their office is otherwise vacated.
- (2) Subject to the Articles and the Act, the Company may by ordinary resolution elect any person to be a Director either to fill a casual vacancy on the Board, or as an addition to the existing Board.
- (3) The Directors shall have the power from time to time and at any time to appoint any person as a Director either to fill a casual vacancy on the Board or as an addition to the existing Board. Any Director so appointed shall hold office until the next following annual general meeting of the Company and shall then be eligible for re-election.
- (4) Neither a Director nor an alternate Director shall be required to hold any shares of the Company by way of qualification and a Director or alternate Director (as the case may be) who is not a Member shall be entitled to receive Notice of and to attend and speak at any general meeting of the Company and of all classes of shares of the Company.
- (5) The Members may, at any general meeting convened and held in accordance with these Articles, by ordinary resolution remove a Director at any time before the expiration of his period of office notwithstanding anything to the contrary in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim for damages under any such agreement).
- (6) A vacancy on the Board created by the removal of a Director under the provisions of subparagraph (5) above may be filled by the election or appointment by ordinary resolution of the Members at the meeting at which such Director is removed.
- (7) The Company may from time to time in general meeting by ordinary resolution increase or reduce the number of Directors but so that the number of Directors shall never be less than two (2).

RETIREMENT OF DIRECTORS

84. (1) Notwithstanding any other provisions in the Articles, at each annual general meeting one-third of the Directors for the time being (or, if their number is not a multiple of three (3), the number nearest to but not less than one-third) shall retire from office by rotation provided that every Director shall be subject to retirement at an annual general meeting at least once every three years.
- (2) A retiring Director shall be eligible for re-election and shall continue to act as a Director throughout the meeting at which he retires. The Directors to retire by rotation shall include (so far as necessary to ascertain the number of directors to retire by rotation) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as between persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. Any Director appointed by the Board pursuant to Article 83(3) shall not be taken into account in determining which particular Directors or the number of Directors who are to retire by rotation.
85. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for election as a Director at any general meeting unless a Notice signed by a Member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also a Notice signed by the person to be proposed of his willingness to be elected shall have been lodged at the head office or at the Registration Office provided that the minimum length of the period, during which such Notice(s) are given, shall be at least seven (7) days and that (if the Notices are submitted after the despatch of the notice of the general meeting appointed for such election) the period for lodgment of such Notice(s) shall commence on the day after the despatch of the notice of the general meeting appointed for such election and end no later than seven (7) days prior to the date of such general meeting.

DISQUALIFICATION OF DIRECTORS

86. The office of a Director shall be vacated if the Director:
- (1) resigns his office by notice in writing delivered to the Company at the Office or tendered at a meeting of the Board;
 - (2) becomes of unsound mind or dies;
 - (3) without special leave of absence from the Board, is absent from meetings of the Board for six consecutive months, and his alternate Director, if any, shall not during such period have attended in his stead and the Board resolves that his office be vacated;

- (4) becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors;
- (5) is prohibited by law from being a Director; or
- (6) ceases to be a Director by virtue of any provision of the Statutes or is removed from office pursuant to these Articles.

EXECUTIVE DIRECTORS

- 87. The Board may from time to time appoint any one or more of its body to be a managing director, joint managing director or deputy managing director or to hold any other employment or executive office with the Company for such period (subject to their continuance as Directors) and upon such terms as the Board may determine and the Board may revoke or terminate any of such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director. A Director appointed to an office under this Article shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall (subject to the provisions of any contract between him and the Company) ipso facto and immediately cease to hold such office if he shall cease to hold the office of Director for any cause.
- 88. Notwithstanding Articles 93, 94, 95 and 96, an executive director appointed to an office under Article 87 hereof shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise or by all or any of those modes) and such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time determine, and either in addition to or in lieu of his remuneration as a Director.

ALTERNATE DIRECTORS

89. Any Director may at any time by Notice delivered to the Office or head office or at a meeting of the Directors appoint any person (including another Director) to be his alternate Director. Any person so appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present. An alternate Director may be removed at any time by the body which appointed him and, subject thereto, the office of alternate Director shall continue until the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor ceases for any reason to be a Director. Any appointment or removal of an alternate Director shall be effected by Notice signed by the appointor and delivered to the Office or head office or tendered at a meeting of the Board. An alternate Director may also be a Director in his own right and may act as alternate to more than one Director. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent 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 exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director save that as an alternate for more than one Director his voting rights shall be cumulative.
90. An alternate Director shall only be a Director for the purposes of the Act and shall only be subject to the provisions of the Act insofar as they relate to the duties and obligations of a Director when performing the functions of the Director for whom he is appointed in the alternative and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. 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 by the Company to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part, if any, of the remuneration otherwise payable to his appointor as such appointor may by Notice to the Company from time to time direct.
91. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). If his appointor is for the time being absent from Hong Kong or otherwise not available or unable to act, the signature of an alternate Director to any resolution in writing of the Board or a committee of the Board of which his appointor is a member shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.

92. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, however, such alternate Director or any other person may be re-appointed by the Directors to serve as an alternate Director PROVIDED always that, if at any meeting any Director retires but is re-elected at the same meeting, any appointment of such alternate Director pursuant to these Articles which was in force immediately before his retirement shall remain in force as though he had not retired.

DIRECTORS' FEES AND EXPENSES

93. The ordinary remuneration of the Directors shall from time to time be determined by the Company in general meeting and shall (unless otherwise directed by the resolution by which it is voted) be divided amongst the Board in such proportions and in such manner as the Board may agree or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Such remuneration shall be deemed to accrue from day to day.
94. Each Director shall be entitled to be repaid or prepaid all travelling, hotel and incidental expenses reasonably incurred or expected to be incurred by him in attending meetings of the Board or committees of the Board or general meetings or separate meetings of any class of shares or of debentures of the Company or otherwise in connection with the discharge of his duties as a Director.
95. Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary remuneration provided for by or pursuant to any other Article.
96. The Board shall obtain the approval of the Company in general meeting before making any payment to any Director or past Director of the Company by way of compensation for loss of office, or as consideration for or in connection with his retirement from office (not being payment to which the Director is contractually entitled).

DIRECTORS' INTERESTS

97. A Director may:

- (a) hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine. Any remuneration (whether by way of salary, commission, participation in profits or otherwise) paid to any Director in respect of any such other office or place of profit shall be in addition to any remuneration provided for by or pursuant to any other Article;
- (b) act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm may be remunerated for professional services as if he were not a Director;
- (c) 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 promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and (unless otherwise agreed) no such Director shall be accountable for any remuneration, profits 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 or from his interests in any such other company. Subject as otherwise provided by these Articles the Directors may exercise or cause to be exercised the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as Directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, joint managing directors, deputy managing directors, executive directors, managers or other officers of such company) or voting or providing for the payment of remuneration to the director, managing director, joint managing director, deputy managing director, executive director, manager or other officers of such other company and any Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he is or may become interested in the exercise of such voting rights in manner aforesaid.

98. Subject to the Act and to these Articles, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatsoever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established provided that such Director shall disclose the nature of his interest in any contract or arrangement in which he is interested in accordance with Article 99 herein.

99. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first considered, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general Notice to the Board by a Director to the effect that:

- (a) he is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with that company or firm; or
- (b) he is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with a specified person who is connected with him;

shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract or arrangement, provided that no such Notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

100.(1) A Director shall not vote (nor be counted in the quorum) on any resolution of the Board approving any contract or arrangement or any other proposal in which he or any of his close associates is materially interested, but this prohibition shall not apply to any of the following matters namely:

- (i) the giving of any security or indemnity either:
 - (a) to the Director or his close 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
 - (b) to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or his close associate(s) 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;

- (ii) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or his close associate(s) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
 - (iii) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including:
 - (a) the adoption, modification or operation of any employees' share scheme or any share incentive or share option scheme under which the Director or his close associate(s) may benefit; or
 - (b) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates to the Director, his close associate(s) and employee(s) of the Company or any of its subsidiaries and does not provide in respect of any Director, or his close associate(s), as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates.
 - (iv) any contract or arrangement in which the Director or his close associate(s) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company.
- (2) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of the meeting such question shall be decided by a resolution of the Board (for which purpose such chairman shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.

GENERAL POWERS OF THE DIRECTORS

- 101.(1) The business of the Company shall be managed and conducted by the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the Statutes or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Statutes and of these Articles and to such regulations being not inconsistent with such provisions, as may be prescribed by the Company in general meeting, but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- (2) Any person contracting or dealing with the Company in the ordinary course of business shall be entitled to rely on any written or oral contract or agreement or deed, document or instrument entered into or executed as the case may be by any two of the Directors acting jointly on behalf of the Company and the same shall be deemed to be validly entered into or executed by the Company as the case may be and shall, subject to any rule of law, be binding on the Company.
- (3) Without prejudice to the general powers conferred by these Articles it is hereby expressly declared that the Board shall have the following powers:
- (a) to give to any person the right or option of requiring at a future date that an allotment shall be made to him of any share at par or at such premium as may be agreed;
 - (b) 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; and
 - (c) to resolve that the Company be deregistered in the Cayman Islands and continued in a named jurisdiction outside the Cayman Islands subject to the provisions of the Act.
- (4) The Company shall not make any loan, directly or indirectly, to a Director or his close associate(s) if and to the extent it would be prohibited by the Companies Ordinance (Chapter 622 of the laws of Hong Kong) as if the Company were a company incorporated in Hong Kong.

Article 101(4) shall only have effect for so long as the shares of the Company are listed on The Stock Exchange of Hong Kong Limited.

102. The Board may establish any regional or local boards or agencies for managing any of the affairs of the Company in any place, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration (either by way of salary or by 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 staff employed by them upon the business of the Company. The Board may delegate to any regional or local board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the Board (other than its powers to make calls and forfeit shares), with power to sub-delegate, and may authorise the members of any of them to fill any vacancies therein and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person appointed as aforesaid, and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected thereby.
103. The Board may by power of attorney appoint under the Seal any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. Such attorney or attorneys may, if so authorised under the Seal of the Company, execute any deed or instrument under their personal seal with the same effect as the affixation of the Company's Seal.
104. The Board may entrust to and confer upon a managing director, joint managing director, deputy managing director, an executive director or any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.
105. All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, 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 Board shall from time to time by resolution determine. The Company's banking accounts shall be kept with such banker or bankers as the Board shall from time to time determine.

- 106.(1) The Board may establish or concur or join with other companies (being subsidiary companies of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the following paragraph shall include any Director or ex-Director who may hold or have held any executive office or any office of profit under the Company or any of its subsidiary companies) and ex-employees of the Company and their dependants or any class or classes of such person.
- (2) The Board may pay, enter into agreements to pay or make grants of revocable or irrevocable, and either subject or not subject to any terms or conditions, pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding paragraph. Any such pension or benefit may, as the Board considers desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement.

BORROWING POWERS

107. The Board may exercise all the powers of the Company to raise or borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Act, to issue debentures, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
108. Debentures, 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.
109. Any debentures, bonds or other securities may be issued at a discount (other than shares), 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.
- 110.(1) 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.
- (2) The Board shall cause a proper register to be kept, in accordance with the provisions of the Act, of all charges specifically affecting the property of the Company and of any series of debentures issued by the Company and shall duly comply with the requirements of the Act in regard to the registration of charges and debentures therein specified and otherwise.

PROCEEDINGS OF THE DIRECTORS

111. The Board may meet for the despatch of business, adjourn or postpone and otherwise regulate its meetings as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the chairman of the meeting shall have an additional or casting vote.
112. A meeting of the Board may be convened by the Secretary on request of a Director or by any Director. The Secretary shall convene a meeting of the Board whenever he shall be required so to do by any Director. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director in writing or verbally (including in person or by telephone) or by electronic means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it being made available on a website) by making it available on a website or by telephone or in such other manner as the Board may from time to time determine.
113. (1) The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two (2). An alternate Director shall be counted in a quorum in the case of the absence of a Director for whom he is the alternate provided that he shall not be counted more than once for the purpose of determining whether or not a quorum is present.
- (2) Directors may participate in any meeting of the Board by means of a conference telephone, electronic or other communications equipment through which all persons participating in the meeting can communicate with each other simultaneously and instantaneously and, for the purpose of counting a quorum, such participation shall constitute presence at a meeting as if those participating were present in person.
- (3) Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of such Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.
114. The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing Director, may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company but not for any other purpose.
115. The Board may elect one or more chairman and one or more deputy chairman of its meetings and determine the period for which they are respectively to hold such office. If no chairman or deputy chairman is elected, or if at any meeting no chairman or deputy chairman is present within five (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.

116. A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.
- 117.(1) The Board may delegate any of its powers, authorities and discretions to committees, consisting of such Director or Directors and other persons as it thinks fit, and they may, from time to time, revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board.
- (2) All acts done by any such committee in conformity with such regulations, and in fulfilment of the purposes for which it was appointed, but not otherwise, shall have like force and effect as if done by the Board, and the Board shall have power, with the consent of the Company in general meeting, to remunerate the members of any such committee, and charge such remuneration to the current expenses of the Company.
118. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Article.
119. A resolution in writing signed by all the Directors except such as are temporarily unable to act through ill-health or disability, and all the alternate Directors, if appropriate, whose appointors are temporarily unable to act as aforesaid shall (provided that such number is sufficient to constitute a quorum and further provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors for the time being entitled to receive notices of Board meetings in the same manner as notices of meetings are required to be given by these Articles) be as valid and effectual as if a resolution had been passed at a meeting of the Board duly convened and held. A notification of consent to such resolution given by a Director in writing to the Board by any means (including by means of electronic communication) shall be deemed to be his/her signature to such resolution in writing for the purpose of this Article. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or alternate Directors and for this purpose a facsimile signature of a Director or an alternate Director shall be treated as valid. Notwithstanding the foregoing, a resolution in writing shall not be passed in lieu of a meeting of the Board for the purposes of considering any matter or business in which a substantial shareholder of the Company or a Director has a conflict of interest and the Board has determined that such conflict of interest to be material.

120. All acts bona fide done by the Board or by any committee or by any person acting as a Director or members of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.

MANAGERS

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

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

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

OFFICERS

124.(1) The officers of the Company shall consist of at least one chairman, the Directors and Secretary and such additional officers (who may or may not be Directors) as the Board may from time to time determine, all of whom shall be deemed to be officers for the purposes of the Act and these Articles.

(2) The Directors shall, as soon as may be after each appointment or election of Directors, elect amongst the Directors a chairman and if more than one (1) Director is proposed for this office, the Directors may elect more than one chairman in such manner as the Directors may determine.

(3) The officers shall receive such remuneration as the Directors may from time to time determine.

- 125.(1) The Secretary and additional officers, if any, shall be appointed by the Board and shall hold office on such terms and for such period as the Board may determine. If thought fit, two (2) or more persons may be appointed as joint Secretaries. The Board may also appoint from time to time on such terms as it thinks fit one or more assistant or deputy Secretaries.
- (2) The Secretary shall attend all meetings of the Members and shall keep correct minutes of such meetings and enter the same in the proper books provided for the purpose. He shall perform such other duties as are prescribed by the Act or these Articles or as may be prescribed by the Board.
126. The officers of the Company shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Directors from time to time.
127. A provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

REGISTER OF DIRECTORS AND OFFICERS

128. The Company shall cause to be kept in one or more books at its Office a Register of Directors and Officers in which there shall be entered the full names and addresses of the Directors and Officers and such other particulars as required by the Act or as the Directors may determine. The Company shall send to the Registrar of Companies in the Cayman Islands a copy of such register, and shall from time to time notify to the said Registrar of any change that takes place in relation to such Directors and Officers as required by the Act.

MINUTES

- 129.(1) The Board shall cause minutes to be duly entered in books provided for the purpose:
- (a) of all elections and appointments of officers;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (c) of all resolutions and proceedings of each general meeting of the Members, meetings of the Board and meetings of committees of the Board and where there are managers, of all proceedings of meetings of the managers.
- (2) Minutes shall be kept by the Secretary at the head office.

SEAL

- 130.(1) The Company shall have one or more Seals, as the Board may determine. For the purpose of sealing documents creating or evidencing securities issued by the Company, the Company may have a securities seal which is a facsimile of the Seal of the Company with the addition of the word "Securities" on its face or in such other form as the Board may approve. The Board shall provide for the custody of each Seal and no Seal shall be used without the authority of the Board or of a committee of the Board authorised by the Board in that behalf. Subject as otherwise provided in these Articles, any instrument to which a Seal is affixed shall be signed autographically by one Director and the Secretary or by two Directors or by such other person (including a Director) or persons as the Board may appoint, either generally or in any particular case, save that as regards any certificates for shares or debentures or other securities of the Company the Board may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature. Every instrument executed in manner provided by this Article shall be deemed to be sealed and executed with the authority of the Board previously given.
- (2) Where the Company has a Seal for use abroad, the Board may by writing under the Seal appoint any agent or committee abroad to be the duly authorised agent of the Company for the purpose of affixing and using such Seal and the Board may impose restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any such other Seal as aforesaid.

AUTHENTICATION OF DOCUMENTS

131. Any Director or the Secretary or any person appointed by the Board for the purpose may authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and if any books, records, documents or accounts are elsewhere than at the Office or the head office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person so appointed by the Board. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

DESTRUCTION OF DOCUMENTS

132.(1) The Company shall be entitled to destroy the following documents at the following times:

- (a) any share certificate which has been cancelled at any time after the expiry of one (1) year from the date of such cancellation;
- (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two (2) years from the date such mandate variation cancellation or notification was recorded by the Company;
- (c) any instrument of transfer of shares which has been registered at any time after the expiry of seven (7) years from the date of registration;
- (d) any allotment letters after the expiry of seven (7) years from the date of issue thereof; and
- (e) copies of powers of attorney, grants of probate and letters of administration at any time after the expiry of seven (7) years after the account to which the relevant power of attorney, grant of probate or letters of administration related has been closed;

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to be made on the basis of any such documents so destroyed was duly and properly made and every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that: (1) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim; (2) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (1) above are not fulfilled; and (3) references in this Article to the destruction of any document include references to its disposal in any manner.

- (2) Notwithstanding any provision contained in these Articles, the Directors may, if permitted by applicable law, authorise the destruction of documents set out in subparagraphs (a) to (e) of paragraph (1) of this Article and any other documents in relation to share registration which have been microfilmed or electronically stored by the Company or by the share registrar on its behalf provided always that this Article shall apply only to the destruction of a document in good faith and without express notice to the Company and its share registrar that the preservation of such document was relevant to a claim.

DIVIDENDS AND OTHER PAYMENTS

133. Subject to the Act, the Company in general meeting may from time to time declare dividends in any currency to be paid to the Members but no dividend shall be declared in excess of the amount recommended by the Board.
134. Dividends may be declared and paid out of the profits of the Company, realised or unrealised, or from any reserve set aside from profits which the Directors determine is no longer needed. With the sanction of an ordinary resolution dividends may also be declared and paid out of share premium account or any other fund or account which can be authorised for this purpose in accordance with the Act.
135. Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:
- (a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share; and
 - (b) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
136. The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Board acts bona fide the Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights and may also pay any fixed dividend which is payable on any shares of the Company half-yearly or on any other dates, whenever such profits, in the opinion of the Board, justifies such payment.
137. The Board may deduct from any dividend or other moneys payable to a Member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.
138. No dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.

139. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders.
140. All dividends or bonuses unclaimed for one (1) year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any dividend or bonuses unclaimed after a period of six (6) years from the date of declaration shall be forfeited and shall revert to the Company. The payment by the Board of any unclaimed dividend or other sums payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.
141. Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared, the Board may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may issue certificates in respect of fractions of shares, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend, and such appointment shall be effective and binding on the Members. The Board may resolve that no such assets shall be made available to Members with registered addresses in any particular territory or territories where, in the absence of a registration statement or other special formalities, such distribution of assets would or might, in the opinion of the Board, be unlawful or impracticable and in such event the only entitlement of the Members aforesaid shall be to receive cash payments as aforesaid. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.

142.(1) Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared on any class of the share capital of the Company, the Board may further resolve either:

(a) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up, provided that the Members entitled thereto will be entitled to elect to receive such dividend (or part thereof if the Board so determines) in cash in lieu of such allotment. In such case, the following provisions shall apply:

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

(ii) the Board, after determining the basis of allotment, shall give not less than two (2) weeks' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;

(iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and

(iv) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised ("the non-elected shares") and in satisfaction thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account, capital redemption reserve other than the Subscription Rights Reserve (as defined below)) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or

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

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

- (ii) the Board, after determining the basis of allotment, shall give not less than two (2) weeks' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
 - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
 - (iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised ("the elected shares") and in lieu thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account, capital redemption reserve other than the Subscription Rights Reserve (as defined below)) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the elected shares on such basis.
- (2) (a) The shares allotted pursuant to the provisions of paragraph (1) of this Article shall rank *pari passu* in all respects with shares of the same class (if any) then in issue save only as regards participation in the relevant dividend or in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend unless, contemporaneously with the announcement by the Board of their proposal to apply the provisions of sub-paragraph (a) or (b) of paragraph (1) of this Article in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of paragraph (1) of this Article shall rank for participation in such distribution, bonus or rights.

- (b) The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (1) of this Article, with full power to the Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the Members concerned). The Board may authorise any person to enter into on behalf of all Members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.
- (3) The Company may upon the recommendation of the Board by ordinary resolution resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (1) of this Article a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.
- (4) The Board may on any occasion determine that rights of election and the allotment of shares under paragraph (1) of this Article shall not be made available or made to any shareholders with registered addresses in any territory where, in the absence of a registration statement or other special formalities, the circulation of an offer of such rights of election or the allotment of shares would or might, in the opinion of the Board, be unlawful or impracticable, and in such event the provisions aforesaid shall be read and construed subject to such determination. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.
- (5) Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable or distributable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable or distributable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Article shall *mutatis mutandis* apply to bonuses, capitalisation issues, distributions of realised capital profits or offers or grants made by the Company to the Members.

RESERVES

- 143.(1) The Board shall establish an account to be called the share premium account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any share in the Company. Unless otherwise provided by the provisions of these Articles, the Board may apply the share premium account in any manner permitted by the Act. The Company shall at all times comply with the provisions of the Act in relation to the share premium account.
- (2) Before recommending any dividend, the Board may set aside out of the profits of the Company such sums as it determines as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute.

CAPITALISATION

- 144.(1) The Company may, upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including a share premium account and capital redemption reserve and the profit and loss account) whether or not the same is available for distribution and accordingly that such amount be set free for distribution among the Members or any class of Members who would be entitled thereto if it were distributed by way of dividend and in the same proportions, on the footing that the same is not paid in cash but is applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in paying up in full unissued shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid up among such Members, or partly in one way and partly in the other, and the Board shall give effect to such resolution provided that, for the purposes of this Article, a share premium account and any capital redemption reserve or fund representing unrealised profits, may be applied only in paying up in full unissued shares of the Company to be allotted to such Members credited as fully paid.

(2) Notwithstanding any provisions in these Articles, the Board may resolve to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including a share premium account and the profit and loss account) whether or not the same is available for distribution by applying such sum in paying up unissued shares to be allotted to (i) employees (including directors) of the Company and/or its affiliates (meaning any individual, corporation, partnership, association, joint-stock company, trust, unincorporated association or other entity (other than the Company) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Company) upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting, or (ii) any trustee of any trust to whom shares are to be allotted and issued by the Company in connection with the operation of any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting.

145. The Board may settle, as it considers appropriate, any difficulty arising in regard to any distribution under the last preceding Article and in particular may issue certificates in respect of fractions of shares or authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the Members.

SUBSCRIPTION RIGHTS RESERVE

146. The following provisions shall have effect to the extent that they are not prohibited by and are in compliance with the Act:

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

- (a) as from the date of such act or transaction the Company shall establish and thereafter (subject as provided in this Article) maintain in accordance with the provisions of this Article a reserve (the “Subscription Rights Reserve”) the amount of which shall at no time be less than the sum which for the time being would be required to be capitalised and applied in paying up in full the nominal amount of the additional shares required to be issued and allotted credited as fully paid pursuant to sub- paragraph (c) below on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Rights Reserve in paying up such additional shares in full as and when the same are allotted;
- (b) the Subscription Rights Reserve shall not be used for any purpose other than that specified above unless all other reserves of the Company (other than share premium account) have been extinguished and will then only be used to make good losses of the Company if and so far as is required by law;
- (c) upon the exercise of all or any of the subscription rights represented by any warrant, the relevant subscription rights shall be exercisable in respect of a nominal amount of shares equal to the amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be the relevant portion thereof in the event of a partial exercise of the subscription rights) and, in addition, there shall be allotted in respect of such subscription rights to the exercising warrant holder, credited as fully paid, such additional nominal amount of shares as is equal to the difference between:
 - (i) the said amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be, the relevant portion thereof in the event of a partial exercise of the subscription rights); and
 - (ii) the nominal amount of shares in respect of which such subscription rights would have been exercisable having regard to the provisions of the conditions of the warrants, had it been possible for such subscription rights to represent the right to subscribe for shares at less than par and immediately upon such exercise so much of the sum standing to the credit of the Subscription Rights Reserve as is required to pay up in full such additional nominal amount of shares shall be capitalised and applied in paying up in full such additional nominal amount of shares which shall forthwith be allotted credited as fully paid to the exercising warrant holders; and

- (d) if, upon the exercise of the subscription rights represented by any warrant, the amount standing to the credit of the Subscription Rights Reserve is not sufficient to pay up in full such additional nominal amount of shares equal to such difference as aforesaid to which the exercising warrant holder is entitled, the Board shall apply any profits or reserves then or thereafter becoming available (including, to the extent permitted by law, share premium account) for such purpose until such additional nominal amount of shares is paid up and allotted as aforesaid and until then no dividend or other distribution shall be paid or made on the fully paid shares of the Company then in issue. Pending such payment and allotment, the exercising warrant holder shall be issued by the Company with a certificate evidencing his right to the allotment of such additional nominal amount of shares. The rights represented by any such certificate shall be in registered form and shall be transferable in whole or in part in units of one share in the like manner as the shares for the time being are transferable, and the Company shall make such arrangements in relation to the maintenance of a register therefor and other matters in relation thereto as the Board may think fit and adequate particulars thereof shall be made known to each relevant exercising warrant holder upon the issue of such certificate.
- (2) Shares allotted pursuant to the provisions of this Article shall rank *pari passu* in all respects with the other shares allotted on the relevant exercise of the subscription rights represented by the warrant concerned. Notwithstanding anything contained in paragraph (1) of this Article, no fraction of any share shall be allotted on exercise of the subscription rights.
- (3) The provision of this Article as to the establishment and maintenance of the Subscription Rights Reserve shall not be altered or added to in any way which would vary or abrogate, or which would have the effect of varying or abrogating the provisions for the benefit of any warrant holder or class of warrant holders under this Article without the sanction of a special resolution of such warrant holders or class of warrant holders.
- (4) A certificate or report by the auditors for the time being of the Company as to whether or not the Subscription Rights Reserve is required to be established and maintained and if so the amount thereof so required to be established and maintained, as to the purposes for which the Subscription Rights Reserve has been used, as to the extent to which it has been used to make good losses of the Company, as to the additional nominal amount of shares required to be allotted to exercising warrant holders credited as fully paid, and as to any other matter concerning the Subscription Rights Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrant holders and shareholders.

ACCOUNTING RECORDS

147. The Board shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place, and of the property, assets, credits and liabilities of the Company and of all other matters required by the Act or necessary to give a true and fair view of the Company's affairs and to explain its transactions.
148. The accounting records shall be kept at the Office or, at such other place or places as the Board decides and shall always be open to inspection by the Directors. No Member (other than a Director) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board or the Company in general meeting.
149. Subject to Article 150, a printed copy of the Directors' report, accompanied by the balance sheet and profit and loss account, including every document required by law to be annexed thereto, made up to the end of the applicable financial year and containing a summary of the assets and liabilities of the Company under convenient heads and a statement of income and expenditure, together with a copy of the Auditors' report, shall be sent to each person entitled thereto at least twenty-one (21) days before the date of the general meeting and at the same time as the notice of annual general meeting and laid before the Company at the annual general meeting held in accordance with Article 56 provided that this Article shall not require a copy of those documents to be sent to any person whose address the Company is not aware of or to more than one of the joint holders of any shares or debentures.
150. Subject to due compliance with all applicable Statutes, rules and regulations, including, without limitation, the Listing Rules, and to obtaining all necessary consents, if any, required thereunder, the requirements of Article 149 shall be deemed satisfied in relation to any person by sending to the person in any manner not prohibited by the Statutes, summarised financial statements derived from the Company's annual accounts and the directors' report which shall be in the form and containing the information required by applicable laws and regulations, provided that any person who is otherwise entitled to the annual financial statements of the Company and the directors' report thereon may, if he so requires by notice in writing served on the Company, demand that the Company sends to him, in addition to summarised financial statements, a complete printed copy of the Company's annual financial statement and the directors' report thereon.
151. The requirement to send to a person referred to in Article 149 the documents referred to in that article or a summary financial report in accordance with Article 150 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the Listing Rules, the Company publishes copies of the documents referred to in Article 149 and, if applicable, a summary financial report complying with Article 150, on the Company's computer network or in any other permitted manner (including by sending any form of electronic communication), and that person has agreed or is deemed to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company's obligation to send to him a copy of such documents.

AUDIT

- 152.(1) At the annual general meeting or at a subsequent extraordinary general meeting in each year, the Members shall appoint an auditor to audit the accounts of the Company and such auditor shall hold office until the next annual general meeting. Such auditor may be a Member but no Director or officer or employee of the Company shall, during his continuance in office, be eligible to act as an auditor of the Company.
- (2) The Members may, at any general meeting convened and held in accordance with these Articles, by ordinary resolution remove the Auditor at any time before the expiration of his term of office and shall by ordinary resolution at that meeting appoint another Auditor in his stead for the remainder of his term.
153. Subject to the Act the accounts of the Company shall be audited at least once in every year.
154. The remuneration of the Auditor shall be fixed by the Company in general meeting or in such manner as the Members may determine.
155. The Directors may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditor or Auditors, if any, may act. The remuneration of any Auditor appointed by the Directors under this Article may be fixed by the Board. Subject to Article 152(2), an Auditor appointed under this Article shall hold office until the next following annual general meeting of the Company and shall then be subject to appointment by the Members under Article 152(1) at such remuneration to be determined by the Members under Article 154.
156. The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto; and he may call on the Directors or officers of the Company for any information in their possession relating to the books or affairs of the Company.
157. The statement of income and expenditure and the balance sheet provided for by these Articles shall be examined by the Auditor and compared by him with the books, accounts and vouchers relating thereto; and he shall make a written report thereon stating whether such statement and balance sheet are drawn up so as to present fairly the financial position of the Company and the results of its operations for the period under review and, in case information shall have been called for from Directors or officers of the Company, whether the same has been furnished and has been satisfactory. The financial statements of the Company shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the Auditor shall be submitted to the Members in general meeting. The generally accepted auditing standards referred to herein may be those of a country or jurisdiction other than the Cayman Islands. If so, the financial statements and the report of the Auditor should disclose this fact and name such country or jurisdiction.

NOTICES

- 158.(1) Any Notice or document (including any “corporate communication” within the meaning ascribed thereto under the Listing Rules), whether or not, to be given or issued under these Articles from the Company shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or electronic communication and any such Notice and document may be given or issued by the following means:
- (a) by serving it personally on the relevant person;
 - (b) by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose;
 - (c) by delivering or leaving it at such address as aforesaid;
 - (d) by placing an advertisement in appropriate newspapers or other publication and where applicable, in accordance with the requirements of the Designated Stock Exchange;
 - (e) by sending or transmitting it as an electronic communication to the relevant person at such electronic address as he may provide under Article 158(5), subject to the Company complying with the Statutes and any other applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person;
 - (f) by publishing it on the Company’s website to which the relevant person may have access, subject to the Company complying with the Statutes and any other applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person and/or giving notification to any such person stating that the notice, document or publication is available on the Company’s computer network website (a “notice of availability”); or
 - (g) by sending or otherwise making it available to such person through such other means to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations.
- (2) The notice of availability may be given by any of the means set out above other than by posting it on a website.
- (3) 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 deemed a sufficient service on or delivery to all the joint holders.

- (4) Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which, previously to his name and address (including electronic address) being entered in the Register as the registered holder of such share, shall have been duly given to the person from whom he derives title to such share.
- (5) Every Member or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Articles may register with the Company an electronic address to which notices can be served upon him.
- (6) Subject to any applicable laws, rules and regulations and the terms of these Articles, any notice, document or publication, including but not limited to the documents referred to in Articles 149, 150 and 158 may be given in the English language only or in both the English language and the Chinese language.

159. Any Notice or other document:

- (a) if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the Notice or other document was so addressed and put into the post shall be conclusive evidence thereof;
- (b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A Notice placed on the Company's website or the website of the Designated Stock Exchange, is deemed given by the Company to a Member on the day following that on which a notice of availability is deemed served on the Member;
- (c) if published on the Company's website, shall be deemed to have been served on the day on which the notice, document or publication first so appears on the Company's website to which the relevant person may have access or the day on which the notice of availability is deemed to have been served or delivered to such person under these Articles, whichever is later;
- (d) if served or delivered in any other manner contemplated by these Articles, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch or transmission; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the act and time of such service, delivery, despatch or transmission shall be conclusive evidence thereof; and

- (e) if published as an advertisement in a newspaper or other publication permitted under these Articles, shall be deemed to have been served on the day on which the advertisement first so appears.
- 160.(1) Any Notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the Notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such Notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.
- (2) A Notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member by sending it through the post in a prepaid letter, envelope or wrapper addressed to him by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.
- (3) Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every Notice in respect of such share which prior to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.

SIGNATURES

161. For the purposes of these Articles, a facsimile or electronic transmission message purporting to come from a holder of shares or, as the case may be, a Director or alternate Director, or, in the case of a corporation which is a holder of shares from a director or the secretary thereof or a duly appointed attorney or duly authorised representative thereof for it and on its behalf, shall in the absence of express evidence to the contrary available to the person relying thereon at the relevant time be deemed to be a document or instrument in writing signed by such holder or Director or alternate Director in the terms in which it is received.

WINDING UP

- 162.(1) Subject to Article 162(2), the Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.
- (2) A resolution that the Company be wound up by the court or be wound up voluntarily shall be a special resolution.
- 163.(1) Subject to any special rights, privileges or restrictions as to the distribution of available surplus assets on liquidation for the time being attached to any class or classes of shares (i) if the Company shall be wound up and the assets available for distribution amongst Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed *pari passu* amongst such Members in proportion to the amount paid up on the shares held by them respectively and (ii) if the Company shall be wound up and the assets available for distribution amongst the Members as such shall be insufficient to repay the whole of the paid-up capital such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively.
- (2) If the Company shall be wound up (whether the liquidation is voluntary or by the court) the liquidator may, with the authority of a special resolution and any other sanction required by the Act, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of properties of one kind or shall consist of properties to be divided as aforesaid of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of the Members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

INDEMNITY

- 164.(1) The Directors, Secretary and other officers and every Auditor of the Company at any time, whether at present or in the past, and the liquidator or trustees (if any) acting or who have acted in relation to any of the affairs of the Company and everyone of them, and everyone of their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, in their respective offices or trusts; and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto; PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any of said persons.
- (2) Each Member agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company; PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud or dishonesty which may attach to such Director.

FINANCIAL YEAR

- 164A. Unless otherwise determined by the Directors, the financial year end of the Company shall be 31 of December in each year.

AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION AND NAME OF COMPANY

165. No Article shall be rescinded, altered or amended and no new Article shall be made until the same has been approved by a special resolution of the Members. A special resolution shall be required to alter the provisions of the memorandum of association or to change the name of the Company.

INFORMATION

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