

ARTICLES OF ASSOCIATION
(As adopted by Special Resolution passed on 13 August 2014)

OF

SAFETY GODOWN COMPANY, LIMITED
(安全貨倉有限公司)

Incorporated the 1st day of September, 1960.

HONG KONG

THE COMPANIES ORDINANCE (CHAPTER 622)

SPECIAL RESOLUTION

OF

SAFETY GODOWN COMPANY, LIMITED

(安全貨倉有限公司)

Passed on the 13th day of August, 2014

At the Annual General Meeting of Safety Godown Company, Limited (the “Company”) duly convened and held at Unit 310, 3/F., Lu Plaza, 2 Wing Yip Street, Kwun Tong, Kowloon on Wednesday, the 13th day of August, 2014 at 12:00 noon, the following resolution was duly passed as a special resolution:-

SPECIAL RESOLUTION

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

(Sd.) Oen Min Tjin

Oen Min Tjin

Chairman of the meeting

THE COMPANIES ORDINANCE (Cap. 32)

SPECIAL RESOLUTION

OF

SAFETY GODOWN COMPANY, LIMITED
(安全貨倉有限公司)

At an Extraordinary General Meeting of Members of the above Company held at the Registered Office of the Company on 23rd December 1972 at 10.00 a.m, the following resolution was duly passed as a Special Resolution : –

“THAT the Company henceforth be a public Company and that the regulations contained in the printed document submitted to this meeting, and for the purpose of identification, subscribed by the Chairman hereof, be approved and adopted as the New Articles of Association of the Company, in substitution for, and to the exclusion of, all the existing articles thereof.”

(Sd.) Ho Ching Hua

CHAIRMAN

Company Number: 6185

[COPY]

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that

SAFETY GODOWN COMPANY, LIMITED
(安全貨倉有限公司)

is this day incorporated in Hong Kong under the Companies Ordinance (Chapter 32 of the Revised Edition, 1950, of the Laws of Hong Kong), and that this Company is limited.

GIVEN under my hand and seal of office this 1st day of September, One Thousand Nine Hundred and Sixty.

L. S.

(Sd.) R. H. MUNRO,
Acting Registrar of Companies,
Hong Kong.

THE COMPANIES ORDINANCE (CHAPTER 622)

Company Limited by Shares

**ARTICLES OF ASSOCIATION
OF
SAFETY GODOWN COMPANY, LIMITED**

(安全貨倉有限公司)

(As adopted by special resolution passed on 13 August 2014)

Preliminary

- 1A. The name of the Company is “SAFETY GODOWN COMPANY, LIMITED (安全貨倉有限公司)”. Name
- 1B. The Company has the capacity, rights, powers and privileges of a natural person of full age and, in addition and without limit, the Company may do any act that it is permitted or required to do by these Articles or any ordinance or rule of law, and has power to acquire, hold and dispose of land. Capacity of a natural person
- 1C. The liability of the members is limited. Liability of members limited
- 1D. Upon any increase of capital the Company is to be at liberty to issue any new shares either in Hong Kong Dollars or in any other currency or partly in one currency and partly in another and with any preferential, deferred, qualified or special rights, privileges or conditions attached thereto. The rights for the time being attached to any share having preferential, deferred, qualified or special rights, privileges or conditions attached thereto, may be altered or dealt with in accordance with these Articles, but not otherwise.
- 1E. The model articles set out in Schedule 1 to the Companies (Model Articles) Notice (Chapter 622H of the Laws of Hong Kong) shall not apply to the Company. Model articles not to apply
2. In these presents unless there be something in the subject or context inconsistent therewith:-
- “Articles” or “these presents” mean these Articles of Association in their present form and all supplementary, amended or substituted articles for the time being in force.

“associate” shall have the meaning ascribed to it under the Listing Rules and “associates” shall be construed accordingly.

“Auditors” mean the auditors of the Company for the time being performing the duties of that office.

“Board” and “Directors” mean the directors of the Company for the time being of the Company or (as the context may require) the majority of directors of the Company present and voting at the meeting of the directors of the Company.

“call” includes any instalment of a call.

“The Chairman” means the chairman presiding at any meeting of Members or of the Board.

“clearing house” means a recognized clearing house within the meaning of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

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

“The Company” means “SAFETY GODOWN COMPANY, LIMITED (安全貨倉有限公司)”.

“connected entity” shall have the meaning given by Section 486 of the Ordinance and “connected entities” shall be construed accordingly.

“Dividend” includes scrip dividends, distributions in specie or in kind, capital distributions and capitalisation issues, if not inconsistent with the subject or context.

“electronic communication” means a communication sent by electronic transmission in any form through any medium.

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange and any amendments thereto for the time being in force.

“Member(s)” mean the duly registered holder(s) from time to time of the share(s) of the Company.

“Month” means calendar month.

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

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

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

“reporting documents” means the “reporting documents” as defined under the Ordinance.

“Seal” means the common seal from time to time of the Company and includes, unless the context otherwise requires, any official seal that the Company may have as permitted by these Articles and the Ordinance.

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

“share(s)” mean share(s) of the Company.

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

“summary financial report” means the “summary financial report” as defined under the Ordinance.

“In writing” and “written” include written or printed or printed by lithography or printed by photography or typewritten or produced by any other modes of representing words or figures in a visible form or, to the extent permitted by, and in accordance with the Ordinance and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or partly in one visible form and partly in another visible form.

Words and expressions which have a special meaning assigned to them in the Ordinance shall have the same meaning in these presents.

Words importing the masculine gender only include the feminine gender.

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

Words importing persons include corporations.

References to a document being executed include references to it being executed under hand or under seal or, to the extent permitted by, and in accordance with the Ordinance and other applicable laws, rules and regulations, by electronic signature or by any other method. References to a document, to the extent permitted by, and in accordance with the Ordinance and other applicable laws, rules and regulations, include references to any information in visible form whether having physical substance or not.

3. *Deleted.*
4. The Company may in connection with the issue of any shares exercise all powers of paying commission conferred or permitted by the Ordinance. Payment of commission

Shares and Certificates

5. Without prejudice to any special rights previously conferred on the holders of existing shares in the Company, any shares in the Company may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise, as the Company may from time to time by an ordinary resolution determine. Rights of shares
6. Any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the Company is liable, to be redeemed provided that, where power is reserved to purchase for redemption a redeemable share, purchases not made through the market or by tender shall be limited to a maximum price as determined from time to time by Members in general meeting and, if purchases are by tender, tenders shall be available to all Members alike. Redeemable Preference Shares
7. (a) Subject to the provisions of the Ordinance and of these Articles relating to new shares, all unissued shares in the Company shall be at the disposal of the Board, which may offer, allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, at such times, for such consideration and generally on such terms as the Board shall in its absolute discretion think fit. Allotment of shares in control of Board

(b) Subject to the provisions of the Ordinance, the Board may issue warrants (other than share warrants to bearer) or grant rights to subscribe for, any class of shares or securities of the Company on such terms as it may from time to time determine.

- 7A. The Company may exercise any powers conferred or permitted by the Ordinance or any other ordinance from time to time to buy-back its own shares (including any redeemable shares) or to give, directly or indirectly, by means of a loan, guarantee, the provision of security or otherwise, financial assistance for the purpose of or in the connection with a purchase or other acquisition made or to be made by any person of any shares in the Company and should the Company buy-back its own shares neither the Company nor the Board shall be required to select the shares to be bought back ratably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of the same class or as between them and the holders of shares of any other class or in connection with the rights as to dividends or capital conferred by any class of shares provided always that any such buy-back or financial assistance shall only be made or given in accordance with any relevant rules or regulations issued by the Stock Exchange or the Securities and Futures Commission of Hong Kong or any other relevant regulatory authorities from time to time in force. Share buy-back
8. The Directors may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls. Difference in amounts paid on shares
9. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such share, whether or not it shall have express or other notice thereof. Trusts not recognised

10. (A) Every person whose name is entered as a Member in the Register shall be entitled to receive within such period of time as may be prescribed by the Ordinance or the Listing Rules after allotment or lodgement of a transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares or, if he so requests, in a case where the allotment or transfer is of a number of shares in excess of the number for the time being forming the Stock Exchange board lot, upon payment, (i) in the case of an allotment, of a fee not exceeding such maximum amount as may from time to time be prescribed by the Listing Rules for every certificate after the first; or (ii) in the case of a transfer, of a fee not exceeding such maximum amount as may from time to time be prescribed by the Listing Rules for every certificate, such number of certificates for shares in Stock Exchange board lots or multiples thereof as he shall request and one for the balance (if any) of the shares in question, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue a certificate or certificates to each such person, and the issue and delivery of a certificate or certificates to one of several joint holders shall be sufficient delivery to all such holders.
- (B) Every certificate shall be issued under the Seal and (subject where permitted by the Ordinances to any resolution of the Board to the contrary) specify the number and class and distinguishing numbers (if any) of the shares to which it relates and, where the share capital of the Company is divided into different classes of shares, shall contain such words and/or statement as are required by the Ordinance. A share certificate shall relate to only one class of shares.
11. If any Member shall require additional certificates he shall pay for each additional certificate an amount not exceeding the maximum fee prescribed in this respect by any applicable laws or regulations as the Directors shall determine.
12. If any certificate be defaced, worn out, lost, or destroyed, the Directors may at their discretion and subject to such terms as they may think fit issue a new or duplicate certificate on payment of an amount not exceeding the maximum fee prescribed in this respect by any applicable laws or regulations as the Directors may prescribe, and the person requiring the new certificate shall surrender the defaced or worn-out certificate or give such evidence to the satisfaction of the Company beyond reasonable doubt of the loss or destruction of the certificate and such indemnity to the Company as the Directors think fit.

Members' right to
Certificates

Additional
Certificates

Replacement of
Certificates

Joint Holders of Shares

13. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the provisions following:–
- (a) The Company shall not be bound to register more than four persons as the holder of any share.
- (b) The joint holders of any share shall be liable, severally as well as jointly, in respect of all payments which ought to be made in respect of such share.
- (c) On the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such share; but the Directors may require such evidence of death as they may deem fit.
- (d) Any one of such joint holders may give effectual receipts for any Dividend, bonus, or return of capital payable to such joint holders.
- (e) Where there are joint holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto Provided that if more than one of such joint holders be present at any meeting personally or by proxy, the person whose name stands first in the Register in respect of such share shall alone be entitled to vote in respect thereof.

Joint Holders

Maximum number

Liability several as well as joint

Survivors of joint Holders only recognised

Receipts

Voting rights of joint Members

Calls on Shares

14. The Directors may from time to time make calls upon the Members in respect of all moneys unpaid on their shares, and each Member shall, subject to receiving fourteen days' notice at least, specifying the time and place for payment, pay the amount called on his shares to the persons and at the times and places appointed by the Directors. A call may be made payable by instalment.
15. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

Calls, how made

When call deemed to be made

16. If the call payable in respect of any share or any instalment of a call be not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest on the same at such rate, not exceeding Ten per cent per annum, as the Directors shall determine, from the day appointed for the payment of such call or instalment to the time of actual payment; but the Directors may if they shall think fit waive the payment of such interest or any part thereof. Interest on calls in arrear
17. If by the terms of the issue of any shares, or otherwise, any amount is made payable at any fixed time or by instalments at any fixed times, whether on account of the amount of the shares, every such amount or instalment shall be payable as if it were a call duly made by the Directors, of which due notice had been given; and all the provisions hereof with respect to the payment of calls and interest thereon, or to the forfeiture of shares for non-payment of calls, shall apply to every such amount or instalment and the shares in respect of which it is payable. Instalments to be treated as calls
18. The Directors may if they think fit receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him; and upon all or any of the moneys so paid in advance the Directors may (until the same would but for such advance become presently payable) pay interest at such rate (not exceeding without the sanction of the Company in general meeting, eight per cent per annum) as may be agreed upon between the Member paying the moneys in advance and the Directors. Provided however that such payment in advance of calls does not entitle the holder of the share to participate in respect thereof in a dividend subsequently declared. Payment in advance of calls

Transfer and Transmission of Shares

19. (a) All transfers of shares may be effected by an instrument of transfer in the usual or common form or in such other form as prescribed by the Stock Exchange or in such form as the Board may accept 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. All instruments of transfer must be left at the registered office or at such other place as the Board may appoint. Form of transfer

- (b) The instrument of transfer of any share shall be executed by or on behalf of the transferor and by or on behalf of the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its absolute discretion to do so. The Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept machine imprinted signatures on the instrument of transfer. 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.
20. The Directors may decline to register any transfer of shares upon which the Company has a lien and in the case of shares not fully paid-up may refuse to register a transfer to a transferee of whom they do not approve.
21. The Directors may decline to recognise any instrument of transfer unless (a) an amount not exceeding the maximum fee prescribed in this respect by any applicable laws or regulations, as the Directors may prescribe, is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. If the Directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was lodged with the Company send to each of the transferee and the transferor notice of the refusal. If the Directors decline to register a transfer, the transferee or transferor may request a statement of the reasons for the refusal. If such request is made, the Directors shall, within 28 days after receiving the request,
- (i) send the person who made the request a statement of the reasons;
or
- (ii) register the transfer.
22. On the death of any Member (not being one of several joint holders of a share) the legal personal representative of such deceased Member shall be the only person recognised by the Company as having any title to such share subject always to Article 21.

Execution of
transfer

Refusal to register
where lien or
shares not fully
paid-up

Fee for registering
transfer

Person recognised
on death of
Member

23. Any person becoming entitled to a share or shares by reason of the death or bankruptcy of a Member may upon such evidence being produced as may from time to time be required by the Directors, elect either to be registered himself as the holder of the share or shares or to have some person nominated by him registered as the transferee thereof, but the Directors shall have the same right to refuse or suspend registration as they would have had in the case of a transfer of the share or shares by the deceased or bankrupt person before the death or bankruptcy.

Transmission
Article

24. The transfer books and Register may be closed during such times as the Directors think fit, not exceeding in the whole thirty days in each year.

Closing of Transfer
Books

Untraceable Members

24A. (1) As regards untraceable members, 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.

Power to cease
sending cheques to
untraceable
members

(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) at least three dividends in respect of the shares in question have become payable during the relevant period and no dividends during that period has been claimed; and
- (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 had 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) on the expiry of the relevant period, the Company has given notice to the Stock Exchange, and has caused advertisement in the newspapers to be published, of its intention to sell such shares.

For the purpose of this Article, “relevant period” means the period commencing twelve 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 authorize 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 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.

Forfeiture of Shares and Lien

25. If any Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring him to pay so much of the call or instalment as is unpaid, together with interest accrued and any expenses incurred by reason of such non-payment. Notice requiring payment of call or instalment
26. The notice shall name a further day (not being earlier than the expiration of fourteen days from the date of the notice) on or before which such call or instalment and all interest accrued and expenses incurred by reason of such non-payment are to be paid, and it shall also name the place where payment is to be made, such place being either the Office of the Company, or some other place at which calls of the Company are usually made payable. The notice shall also state that in the event to non-payment at or before the time and at the place appointed the shares in respect of which such call or instalment is payable will be liable to forfeiture. What the notice is to state
27. If the requirements of any such notice as aforesaid be not complied with, any share in respect of which such notice has been given may, at any time thereafter before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect, and any such forfeiture shall extend to all Dividends declared in respect of the share so forfeited but not actually paid before such forfeiture. Forfeiture

28. Any shares so forfeited shall be deemed to be the property of the Company, and may be sold or otherwise disposed of in such manner, either subject to or discharged from all calls made or instalments due prior to the forfeiture, as the Directors think fit; or the Directors may, at any time before such shares are sold or otherwise disposed of, annul the forfeiture upon such terms as they may approve. For the purpose of giving effect to any such sale or other disposition the Directors may authorise some person to transfer the shares so sold or otherwise disposed of to the purchaser thereof or other person becoming entitled thereto.
- Forfeited shares the property of the Company
29. Any person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall, notwithstanding remain liable to pay to the Company all moneys which at the date of the forfeiture were presently payable by him to the Company in respect of the shares, together with interest thereon from the date of forfeiture until payment, at such rate, not exceeding ten per cent per annum, as the Directors shall prescribe, but his liability shall cease if and when the Company receive payment in full in respect of such shares. The Directors may, if they shall think fit, remit the payment of such interest or any part thereof.
- Liability to pay calls after forfeiture
30. When any shares have been forfeited an entry shall forthwith be made in the Register recording the forfeiture and the date thereof, and as soon as the shares so forfeited have been sold or otherwise disposed of an entry shall also be made of the manner and date of the sale or disposal thereof.
- Entry of particulars
31. The Company shall have a first and paramount lien upon all shares other than shares which are fully paid held by any Member (whether alone or jointly with other persons) and upon all Dividends and bonuses which may be declared in respect of such shares, for all debts, obligations and liabilities of such Member to the Company: Provided always that if the Company shall register a transfer of any shares upon which it has such a lien as aforesaid without giving to the transferee notice of its claim, the said shares shall, in default of agreement to the contrary between the Company and the transferee, be freed and discharged from the lien of the Company.
- Lien

32. The Directors may, at any time after the date for the payment or satisfaction of such debts, obligations, or liabilities shall have arrived, serve upon any Member who is indebted or under any obligation to the Company, or upon the person entitled to his shares by reason of the death or bankruptcy of such Member, a notice requiring him to pay the amount due to the Company or satisfy the said obligation, and stating that if payment is not made or the said obligation is not satisfied within a time (not being less than fourteen days) specified in such notice, the shares held by such Member will be liable to be sold; and if such Member or the person entitled to his shares as aforesaid shall not comply with such notice within the time aforesaid, the Directors may sell such shares without further notice, and for the purpose of giving effect to any such sale the Directors may authorise some person to transfer the shares so sold to the Purchaser thereof. Sale for lien
33. Upon any sale being made by the Directors of any shares to satisfy the lien of the Company thereon the proceeds shall be applied: First, in the payment of all costs of such sale; next, in satisfaction of the debts or obligations of the Member to the Company; and the residue (if any) shall be paid to the person entitled to the shares at the date of the sale or as he shall in writing direct. Proceeds, how applied
34. An entry in the Directors' Minute Book of the forfeiture of any shares, or that any shares have been sold to satisfy a lien of the Company, shall be sufficient evidence as against all persons claiming to be entitled to such shares that the said shares were properly forfeited or sold; and such entry, the receipt of the Company for the price of such shares, and the appropriate share certificate, shall constitute a good title to such shares, and the name of the purchaser or other person entitled shall be entered in the Register as a Member, and he shall not be bound to see to the application of the purchase-money, nor shall his title to the said shares be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture or sale. The remedy (if any) of the former holder of such shares, and of any person claiming under or through him, shall be against the Company and in damages only. What necessary to give title to purchaser
35. *Deleted.*

Alteration of Share Capital

36. Subject to the provisions of the Ordinance, the Company may, before the issue of any new shares, determine that the same, or any of them shall be offered in the first instance to all the existing holders of any class of shares in proportion as nearly as may be to the number of shares of such class held by them respectively, or make any other provisions as to the issue and allotment of such shares, but in default of any such determination or so far as the same shall not extend, such shares may be dealt with as if they formed part of the capital of the Company existing prior to the issue of the same. When to be offered to existing members
37. Without prejudice to any special rights previously conferred upon the holders of existing shares, any new shares shall be issued upon such terms and conditions and with such rights, privileges or restrictions annexed thereto as the general meeting resolving upon the creation thereof shall direct, and if no direction be given, subject to the provisions of the Ordinance and of these Articles, as the Board shall determine; and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting. Terms of issue of new shares
38. Subject to any direction to the contrary that may be given by the resolution effecting the increase of capital, any capital raised by the creation of new shares shall be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls and the forfeiture of shares on non-payment of calls, transfer and transmission of shares, lien or otherwise, as if it had been part of the original capital. New Capital to be considered part of original unless otherwise provided
39. (A) Subject to the provisions of the Ordinance, the Company may from time to time alter its share capital in any one or more of the ways set out below: Alteration of capital
- (a) increase its share capital by allotting and issuing new shares;
 - (b) increase its share capital without allotting and issuing new shares, if the funds or other assets for the increase are provided by the Members;
 - (c) capitalize its profits, with or without allotting and issuing new shares;
 - (d) allot and issue bonus shares with or without increasing its share capital;

- (e) convert all or any of its shares into a larger or smaller number of shares; or
- (f) cancel shares:
 - (i) that, at the date the resolution for cancellation is passed, have not been taken or agreed to be taken by any person; or
 - (ii) that have been forfeited.

(B) On any consolidation of fully paid shares, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of shares to be consolidated determine which particular shares are to be consolidated into each consolidated share, and if it shall happen that any person shall become entitled to fractions of a consolidated share or shares, such fractions may be sold by some person appointed by the Board for that purpose and the person so appointed may transfer the shares so sold to the purchaser thereof and the validity of such transfer shall not be questioned, and so that the net proceeds of such sale (after deduction of the expenses of such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated share or shares rateably in accordance with their rights and interests or may be paid to the Company for the Company's benefit.

40. Subject to the provisions of the Ordinance, the Company may by special resolution reduce its share capital. Reduction of capital

Modification of Rights

41. (A) Without prejudice to any special rights conferred on the holders of any existing shares, the shares in the original or any increased capital of the Company may, subject to the provisions of the Ordinance, be divided into different classes of shares as the Company may from time to time determine by a special resolution in general meeting. How rights of shares may be modified.

- (B) All or any of the special rights (unless otherwise provided for by the terms of issue) attached to the shares or any class of the shares (if the capital is divided into different classes of shares) may, subject to the provisions of the Ordinance, be varied or abrogated either with the consent in writing of the holders representing at least 75% of the total voting rights of holders of the shares or the shares of that class (if the capital is divided into different classes of shares) or with the sanction of a special resolution passed at a general meeting of the holders of the shares or at a separate general meeting of the holders of the shares of that class (if the capital is divided into different classes of shares). To every such separate general meeting the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be not less than two persons holding or representing by proxy one-third of the total voting rights of holders of shares of that class, and at an adjourned meeting one person holding shares of that class or his proxy, and that any holder of shares of the class present in person or by proxy may demand a poll.
- (C) The provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the rights whereof are to be varied.
- (D) The 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 altered by the creation or issue of further shares ranking *pari passu* therewith.

Borrowing Powers

42. The Directors may raise or borrow for the purposes of the Company's business such sum or sums or money as they think fit. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued capital, or by the issue, at such price as they may think fit, of bonds or debentures, either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

Borrowing powers
of Directors

43. Any bonds, debentures, debenture Stock or other securities issued or to be issued by the Company shall be under the control of the Directors, who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company. Bonds, Debentures, etc., to be subject to control of Directors
44. The Company may, upon the issue of any bonds, debentures, debenture stock, or other securities, confer on the creditors of the Company holding the same, or on any trustees or other persons acting on their behalf, a voice in the management of the Company, whether by giving to them the right of attending and voting at general meetings, or by empowering them to appoint one or more persons to be the Directors of the Company, or otherwise as may be agreed. May confer voice in management of the Company
45. If any Director or other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Director or person so becoming liable as aforesaid from any loss in respect of such liability. Indemnity may be given
46. A register of the holders of the debentures of the Company shall be kept at the Office of the Company, and shall (subject to such reasonable restrictions as the Company may in general meeting impose, so that no less than 2 hours in each day shall be allowed for inspection) be open to the inspection of any person. The Directors may close such register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year. Register of Debenture Holders

General Meetings

47. Subject to the provisions of the Ordinance, the Company shall, in respect of each of its financial year, hold a general meeting as its annual general meeting in addition to any other meeting and shall specify the meeting as such in the notice calling it. The annual general meeting shall be held at such time and place(s) as the Board shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings. Annual Meetings
48. The Directors may whenever they think fit, and they shall upon a requisition made in writing by Members in accordance with the provisions of the Ordinance convene an extraordinary general meeting. Requisition for extra- ordinary general meeting
49. In the case of an extraordinary general meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the meeting shall be transacted. Business at Meeting called by requisition

50. In the case of an annual general meeting, twenty-one clear days' notice at the least, and in any other case fourteen clear days' notice at the least, shall be given to all the Members and to the Auditors. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place (and if the meeting is to be held in two or more places, the principal place of the meeting and the other place or places of the meeting), the day and the hour of the meeting and the general nature of the business to be dealt with, and such notice shall be given in manner hereinafter mentioned. Every notice of an annual general meeting shall specify the meeting as such. The accidental omission to give notice of any meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate any resolution passed or proceedings at any such meeting. Notice
51. A general meeting shall, notwithstanding that it is called by shorter notice than that specified in the last preceding Article, be deemed to have been duly called if it is so agreed:– Short Notice
- (i) in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
 - (ii) in the case of any other general meeting, by a majority in number of the Members having the right to attend and vote thereat, being a majority together representing at least 95% of the total voting rights at the meeting of all the Members.

Proceedings at General Meetings

52. The business of any annual general meeting shall be to receive and consider the accounts and balance sheets, the reports of the Directors and Auditors, and any other documents required by law to be attached or annexed to the balance sheets, to elect Directors in place of those retiring, to elect Auditors and fix their remuneration, and to declare a Dividend. All other business transacted at an annual general meeting, and all business transacted at an extraordinary general meeting, shall be deemed special. Business of Meeting
53. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business; and such quorum shall consist of not less than two Members personally present or by proxy. Quorum

54. If within half an hour from the time appointed for a general meeting a quorum be not present, the meeting, if convened upon 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 place; and if at such adjourned meeting a quorum be not present within half an hour from the time appointed for the meeting it shall be adjourned sine die. Adjournment for want of quorum
55. The Chairman of the Board shall preside as Chairman at every general meeting of the Company. If there be no such Chairman, or if at any meeting he be not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Members present shall choose one of the Directors present to be Chairman; or if no Director be present and willing to take the chair the Members present shall choose one of their Members to be Chairman. Chairman
56. The Chairman may, with the consent of any general meeting which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted thereat. Adjournment with consent of meeting
57. Every question submitted to a general meeting shall be determined in the first instance by a show of hands of the Members present in person, unless a poll is taken as may from time to time be required under the Listing Rules or any other applicable laws, rules or regulations or unless a poll is demanded (before or upon the declaration of the result of the show of hands) by the Chairman or by:– Method of voting
- (i) not less than three Members present in person or by proxy having the right to vote at the meeting; or
 - (ii) a Member or Members present in person or by proxy representing not less than 5% of the total voting rights of all the Members having the right to vote at the meeting.
- Unless a poll is so taken as required under the Listing Rules or any other applicable laws, rules or regulations or unless a poll is duly demanded in accordance with the foregoing provisions a declaration by the Chairman that a resolution has been carried or lost or has or has not been carried by any particular majority, and an entry to that effect in the minutes of the proceedings of the Company, shall be conclusive evidence of the fact without proof of the number, proportion or validity of the votes recorded in favour of or against such resolution.

58. If a poll be directed or demanded in the manner above mentioned it shall (subject to the provisions of Article 60 hereof) be taken at such time and in such manner as the Chairman may appoint, and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was directed or demanded. Poll
59. In the case of an equality of votes at any general meeting, whether upon a show of hands or on a poll, the Chairman shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection of any vote the Chairman shall determine the same, and such determination shall be final and conclusive. Casting vote
60. A poll demanded upon the election of a chairman or upon a question of adjournment shall be taken forthwith. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. When poll taken without adjournment

Votes of Members

61. Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of shares, at any general meeting on a show of hands every Member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative shall have one vote, and upon a poll every Member present in person or by proxy shall have one vote for every share of which he is the holder which is fully paid up or credited as fully paid up (but so that no amount paid up or credited as paid up on a share in advance of calls or instalments shall be treated for the purposes of this Article as paid up on the share). On a poll a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. Votes
62. If any Member be a person of unsound mind he may vote by his committee, receiver, curator bonis, or other legal curator. By committee or curator
63. No Member shall be entitled to be present or to vote at any general meeting unless all calls or other sums presently payable by him in respect of the shares held by him in the Company have been paid. Votes of persons whose calls are unpaid
64. Any Member entitled to attend and vote at a meeting of the Company or a meeting of the holders of any class of shares in the Company shall be entitled to appoint another person as his proxy to attend and to speak and vote instead of him. A proxy need not be a Member. On a poll votes may be given either personally or by proxy. Proxy

65. 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 such appointor be a corporation either under its common seal or under the hand of an officer or attorney so authorised. How signed
66. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be (i) deposited at the Office of the Company or at such other place as is specified in the notice of meeting or in the instrument of proxy issued by the Company or, (ii) if an electronic address is specified by the Company, in the notice of meeting or in the instrument of proxy issued by the Company, specifically for the purpose of receiving such instruments and the aforesaid authorities and documents for that meeting, sent or transmitted by electronic means to such electronic address subject to any conditions or limitations imposed by the Company, in each case not less than forty-eight hours before the time fixed for holding the meeting or adjourned meeting at which the person named in such instrument is authorised to vote or in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. In calculating the periods mentioned above, no account is to be taken of any part of a day that is a public holiday. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked. A proxy need not be a Member. Deposit of proxy
67. (1) No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date. Expiration of proxies
- (2) Instruments of proxy shall be in any common form or in such other form as the Board may approve. The instrument of proxy, which need not be witnessed, shall be deemed to confer authority to demand or join in demanding a poll and 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 of the meeting as for the meeting to which it relates. Form of and authority of proxies

- (3) The Board shall at the expense of the Company send with all notices convening general meetings or meetings of any class of Members to the Members entitled to vote thereat instruments of proxy (with or without prepaid postage) with provision for two-way voting on all resolutions intended to be proposed other than resolutions which are merely procedural or relate to the fixing of Auditors' remuneration. Board to send proxies to all voting members
- (4) Such instrument of proxy shall be issued to all the Members entitled to be sent a notice of the meeting and to vote thereat by proxy, and not to some only of such Members.
- (5) The accidental omission to send out an instrument of proxy, whenever necessary, to any Member or the non-receipt of such instrument by any Member, shall not invalidate any resolution passed or proceedings at the meeting to which the instrument of proxy relates.
- (6) 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 the instrument of proxy 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 at such other place in Hong Kong specified for the deposit of instruments of proxies hereunder) before the commencement of the meeting or adjourned meeting at which the instrument of proxy is used. Intervening death, insanity of or revocation by principal
- (7) A Member may appoint more than one proxy to attend on the same occasion.
- 67A. (a) 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 of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member. Corporation acting by representative at meetings

(b) If a recognised clearing house (or its nominee(s)) is a Member, it may authorise such person or persons as it thinks fit to act as its representative(s) or proxy(ies) at any general meetings or any separate meetings of any class of Members provided that, if more than one person is so authorised, the authorisation or proxy form must specify the number and class of shares in respect of which each such person is so authorised. The person so authorised will be deemed to have been duly authorised without the need of producing any documents of title, notarised authorisation and/or further evidence for substantiating the facts that it is duly authorised and will be entitled to exercise the same rights and powers on behalf of the recognised clearing house as that clearing house (or its nominee(s)) could exercise if it were an individual Member (including the right to vote individually on a show of hands).

67B. Where the Company has knowledge that a Member is, under any applicable laws and the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such Member in contravention of such requirement or restriction shall not be counted.

Voting in
contravention to
Listing Rules

Directors

- | | |
|--|--|
| 68. Unless and until the Company in general meeting shall otherwise determine, the number of Directors shall be not less than four nor more than fifteen. | Number of
Directors |
| 69. A Director need not hold any share in the Company. | No qualification
shares for Directors |
| 70. The remuneration of the Directors shall be such sum or sums as the Company may in general meeting from time to time to determine. The Directors shall also be entitled to be paid their reasonable travelling and other expenses incurred in consequence of their attendance at board meetings and otherwise in the execution of their duties as Directors. Any resolution of the Board reducing or postponing the time for payment of the Directors' remuneration shall bind all the Directors. | Remuneration of
Directors |
| 71. The Directors may award special remuneration out of the funds of the Company to any Director going or residing abroad in the interests of the Company, or undertaking any work additional to that usually required of Directors of a company similar to this. | Special
remuneration |

Powers of Directors

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

Powers

Disqualification of Directors

73. The office of a Director shall be vacated:–
- (a) If he becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors generally;
 - (b) If he becomes of unsound mind;
 - (c) If he be convicted of an indictable offence;
 - (d) If he is requested in writing by all his co-directors to resign;
 - (e) If he ceases to be a Director or becomes prohibited from being a Director by reason of any order made under any provision of the Ordinance or any ordinance or any rule of law;
 - (f) If he gives the Company one month's notice in writing that he resigns his office; or
 - (g) If he shall be removed from office by an ordinary resolution of the Company under Article 85.

Disqualification

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

74. (A) If a Director or his connected entity, who to the Director's knowledge (whether he being aware or ought reasonably to be aware) is in any way, whether directly or indirectly, interested in a transaction, contract or arrangement or a proposed transaction, contract, or arrangement with the Company, the Director shall declare the nature and extent of such interest at a meeting of the Board at which the question of entering into the transaction, contract or arrangement is first taken into consideration if he knows such interest then exists, or in any other case at the first meeting of the Board after he knows that he or his connected entity is or has become so interested. For the purposes of this Article, a general notice to the Board by a Director to the extent that:— (i) he is a member, director, executive, officer, employee or otherwise of a specified company or firm and is to be regarded as interested in any transaction, contract or arrangement which may after the effective date of the notice be made with that company or firm; or (ii) he is connected with a person specified in the notice and is to be regarded as interested in any transaction, contract or arrangement which may after the effective date of the notice be made with the specified person, shall be deemed to be a sufficient declaration of interest in relation to any such transaction, contract or arrangement; provided that such notice must state the nature and extent of the Director's interest in the specified body corporate or firm or the nature of the Director's connection with the specified person and no such notice shall be effective unless either it is given at a meeting of the Board or in writing and sent to the Company (in which case such notice will take effect on the twenty-first day after the day on which it is sent to the Company) and the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.
- Director to declare interest
- (B) A Director shall not vote (nor be counted in the quorum) on any resolution of the Board approving any transaction, contract, arrangement or proposal in which he or any of his close associate(s), to the knowledge of such Director is or are materially interested, but this prohibition shall not apply to any of the following matters namely:—
- (i) any contract or arrangement for the giving by the Company of any security or indemnity to the Director or his close associate(s) in respect of money lent or obligations incurred or undertaken by him or any of his close associates at the request of or for the benefit of the Company or any of its subsidiaries;

- (ii) any contract or arrangement for the giving by the Company of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or 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;
- (iii) any contract, arrangement or proposal concerning an offer of the 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 to be interested as a participant in the underwriting or sub-underwriting of the offer;
- (iv) any contract or arrangement in which the Director or his 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;
- (v) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to the directors, his close associates and employees of the Company or any of its subsidiaries and does not provide in respect of any Director or his close associate(s) any privilege not generally accorded to the employees to whom such scheme or fund relates; and
- (vi) any proposal or arrangement concerning the adoption, modifications or operation of any share scheme involving the issue or grant of options over shares or other securities by the Company to, or for the benefit of the employees of the Company or any of its subsidiaries under which the Director or his close associate(s) may benefit.

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

- (C) A company shall be deemed to be a company in which a Director and/or his close associates or associates (as the case may be) or connected entities has shareholding interest if and so long as (but only if and so long as) he and/or his close associates or associates (as the case may be) or connected entities is/are (either directly or indirectly) the holder(s) of or beneficially interested in any class of the equity share capital of such company (or of any third company through which his interest or that of any of his close associates or associates (as the case may be) or connected entities is derived) or of the voting rights available to members of such company. For the purpose of this paragraph there shall be disregarded any shares held by a Director or his close associates or associates (as the case may be) or connected entities as bare or custodian trustee and in which he or any of them has no beneficial interest, any shares comprised in a trust in which the interest of the Director or his close associates or associates or connected entities is/are in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director or his close associates or associates (as the case may be) or connected entities is/are interested only as a unit holder and any shares which carry no voting right at general meetings and very restrictive dividend and return of capital right.
- (D) A Director shall not vote or be counted in the quorum on any resolution of the Board concerning his own appointment as the holder of any office or place of profit with the Company or any other company in which the Company is interested (including the arrangement or variation of the terms thereof, or the termination thereof).
- (E) Subject to paragraph (B) of this Article, where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employment with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately, and in such case each of the Directors concerned if he has no material interest (as defined above) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

Consideration of
Appointment of
two or more
Directors

- (F) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the Chairman of the meeting) or his close associates or associates (as the case may be) or as to the entitlement of any Director (other than such Chairman) to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the Chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director and/or his close associates or associates (as the case may be) 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 the Chairman shall be counted in the quorum but shall not vote on the matter) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of the Chairman as known to such Chairman has not been fairly disclosed to the Board.
- Chairman to rule on questions of a Director's interest
- (G) Subject to the provisions of the Ordinances, a Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Board may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
- Director's right to hold office and place of profit
- (H) Any Director may himself or by his firm act in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.
- Director's right to act in a professional capacity for the Company

(I) Subject to the provisions of the Ordinance, the Company may by ordinary resolution ratify any transaction not duly authorised by reason of a contravention of this Article provided that no Director who is or whose close associates or associates (as the case may be) is/are materially interested in such transaction, together with any of his close associates or associates (as the case may be), shall vote upon such ordinary resolution in respect of any shares in the Company in which he is interested.

75. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as the number of Directors is reduced below the number fixed by or pursuant to the Regulations of the Company as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose. Any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.

Directors may act notwithstanding vacancy

Managing Director

76. The Directors may from time to time appoint one or more of their body to the office of managing director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. His appointment shall be automatically determined if he ceases from any cause to be a Director.

The managing Director

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

Power managing Director

Rotation of Directors

78. Subject to the manner of retirement by rotation of Directors as from time to time prescribed under the Listing Rules, and notwithstanding any contractual or other terms on which any Director may be appointed or engaged, at each annual general meeting, one-third of the Directors for the time being (or if their number is not a multiple of three, the number nearest to but not less than one-third) shall retire from office by rotation, provided that every Director (including those appointed for a specific term) shall be subject to retirement by rotation at least once every three years. The Directors to retire in every year shall be those who have been longest in office since their last election but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. Directors to retire by rotation
79. A retiring Director shall be eligible for re-election. Eligible for re-election
80. (a) The Company at the annual general meeting at which any Director retires in manner aforesaid shall fill up the vacated office, and may fill up any other offices which may then be vacant, by electing the necessary number of persons, unless the Company shall determine to reduce the number of Directors in office. Filling vacancies
- (b) The Company may also at any general meeting by ordinary resolution elect any person to be a Director either to fill up any vacancies in the office of Director or appoint additional Directors provided that the maximum number fixed as hereinbefore mentioned is not exceeded. Appointment of Directors
81. If at any general meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up, shall continue in office until the annual general meeting in the next year, and so on from time to time until their places have been filled up, unless at any such meeting it shall be determined to reduce the number of Directors in office. If vacancies not filled

Variation of Number of Directors

82. The Company may from time to time in general meeting increase or reduce the number of Directors, and may also determine in what rotation (if any) such increased or reduced number is to go out of office. Number of Directors may be varied

- 82A. No person, other than a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any general meeting, unless notice in writing of the intention to propose that person for election as a Director and notice in writing by that person of his willingness to be elected shall have been given to the Company provided that the minimum length of the period, during which such notices are given, shall be at least seven days. The period for lodgment of such notices shall commence no earlier than the day after the despatch of the notice of the general meeting appointed for such election and end no later than seven days prior to the date of such general meeting.
- Notice of intention
to appoint Director
83. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Subject to the provisions of these Articles, any Director so appointed by the Board shall hold office until the next following general meeting (in the case of filling a casual vacancy) or until the next following annual general meeting (in the case of an addition to the Board), and shall then be eligible for re-election at such meeting.
- Power to fill
vacancies or
appoint additional
Directors
84. A Director may appoint any person who is approved by the majority of the Directors, to be an alternate (or substitute) Director to act in his place whenever he is abroad or unable to act as a Director and such appointment shall have effect during the continuance in office of such Director, and such appointee, whilst he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors, and to attend and vote thereat in the absence or incapacity of the Director in whose place he is appointed. A Director may at any time in writing revoke the appointment of an alternate appointed by him. An alternate Director shall ipso facto cease to be an Alternate Director if his appointor ceases for any reason to be a Director.
- Alternate Directors
85. The Company may by ordinary resolution remove any Director from office (notwithstanding any provision of these Articles or of any agreement between the Company and such Director, but without prejudice to any claim he may have for damages for breach of any such agreement) and may by ordinary resolution elect another person in place of a Director so removed from office and any person so elected shall be treated for the purpose of determining the time at which he or any other Director is to retire by rotation as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such election, the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy.
- Company's power
to remove
Directors and
appoint others in
their stead

General Managers

86. The Directors may from time to time appoint a general manager or general managers of the Company and may fix his or their remuneration either by way of salary or commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes and pay the working expenses of any of the staff of the general manager or general managers who may be employed by him or them upon the business of the Company. Appointment and remuneration
87. The appointment of such general manager or general managers may be for such period as the Directors may decide and the Directors may confer upon him or them all or any of the powers of the Directors as they may think fit. Period
88. For the purposes of Articles 86 and 87 hereof the Directors may enter into such agreement or agreements with any such general manager or general managers upon such terms and conditions in all respects as the Directors may in their absolute discretion think fit, including a power for such general manager or general managers to appoint an assistant general manager or assistant general managers or other employees whatsoever under them for the purpose of carrying on the business of the Company. General powers of Company vested in general managers

Proceedings of Directors

89. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may, at any time summon a meeting of the Directors. Notice of a meeting of Directors need not be given to a Director who is not in Hong Kong. Meetings and quorum
Voting
90. The Directors may elect a Chairman of their meetings, and determine the period for which he is to hold office; but if no such Chairman be elected, or if at any meeting the Chairman be not present within ten minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of such meeting. Chairman

91. A resolution in writing signed by all the Directors (but not alternate Directors) (except such as are absent from Hong Kong or temporarily unable to act through ill-health or disability) for the time being annexed or attached to the Directors' minute book shall be as effective for all purposes as a resolution of the Directors passed at a meeting duly convened, held, and constituted. Resolution signed by all the Directors
92. The Directors may delegate any of their powers to committees, consisting of such one or more of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. The regulations herein contained for the meetings and proceedings of Directors shall, so far as not altered by any regulations made by the Directors, apply also to the meetings and proceedings of any committee. Delegation to committees
Proceedings of committees
93. The Board or any committee of the Board may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment through which all persons attending or participating in the meeting are capable of hearing each other and can communicate with each other simultaneously and instantaneously. For the purpose of counting a quorum, the person or persons participating in the meeting in the aforesaid manner shall be deemed for all purposes to be present in person at such meeting. Telephone conference
94. All acts done by any meeting of the Directors or of a committee of Directors, or by any persons acting as Directors, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director. Acts valid although appointment defective

Minutes

95. The Directors shall cause minutes to be made in books provided for the purpose:— Minutes to be made
- (a) Of all appointments of officers made by the Directors;
 - (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 at all meetings of the Company and of Directors and of committees of Directors.

The Seal

96. (a) The Board shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Board previously given, and two Members of the Board or any two persons appointed by the Board shall sign every instrument to which the Seal is affixed but so that the Directors may by resolution determine, either generally or in any particular case, that the signatures of any one or more Directors or persons appointed by the Board may be affixed to or reproduced on any document or documents by some mechanical means to be specified in such resolution, or one or more of such signatures may be entirely dispensed with, provided that entirely dispensing with one or more signatures shall only be permitted in connection with the use of the Company's Seal on share certificates or debentures. Every instrument executed in manner provided by this Article shall be deemed to be sealed and executed with the authority of the Directors previously given. Custody of Seal
- (b) The Company may have an official seal for use for sealing certificates for shares or other securities issued by the Company as permitted by the Ordinance (and no signature of any Director, officer or other person and no mechanical reproduction thereof shall be required on any such certificates or other document and any such certificates or other document to which such official seal is affixed shall be valid and deemed to have been sealed and executed with the authority of the Board notwithstanding the absence of any such signature or mechanical reproduction as aforesaid) and an official seal for use abroad under the provisions of the Ordinance where and as the Board shall determine, and the Company may by writing under the seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company for the purpose of affixing and using such official seal and they may impose such restrictions on the use thereof as may be thought fit. 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 official seal as aforesaid. Official seal
- (c) Subject to the Ordinance, a document signed by any two of the Directors, or any of the Directors and the Secretary and expressed (in whatever words) to be executed by the Company has effect as if the document had been executed under the Company's common Seal.

96A. (a) The Board may from time to time and at any time, by power of attorney under the Seal, appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

Power to appoint attorney

(b) The Company may, by writing under its Seal, empower any person, either generally or in respect of any specified matter, as its attorney to execute deeds and instruments on its behalf and to enter into contracts and sign the same on its behalf and every deed signed by such attorney on behalf of the Company and under his seal shall bind the Company and have the same effect as if it were under the seal of the Company.

Execution of deeds by attorney

Cheques, etc.

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

Dividends

98. Subject to the rights of the holders of any shares entitled to any priority, preference, or special privileges, all Dividends shall be declared and paid to the Members in proportion to the amounts paid up on the shares held by them respectively. No amount paid on a share in advance of calls shall, be treated for the purpose of this Article as paid on the share.

Dividends how payable

99. The Directors may if they think fit from time to time determine the amount of Dividends (if any) to be paid by the Company. If the Directors think fit they may from time to time make a recommendation as to the amount (if any) which they consider ought to be paid by way of Dividend and the Company may thereafter declare the amount of the Dividend to be paid but such Dividend shall not exceed the amount recommended by the Directors. Declaration of Dividend
100. No Dividend shall be paid otherwise than out of the profits of the Company. Dividend only out of profits
101. The Directors may from time to time pay to the Members, or any class of Members such interim Dividends as appear to the Directors to be justified by the profits of the Company. Interim Dividends
102. The Directors may deduct from the Dividends payable to any Member all such sums of money as may be due from him to the Company on account of calls or otherwise. Deductions
103. Notice of any Dividend that may have been declared shall be given to each Member in the manner in which notices of general meetings are given to the Members. Notice of Dividend
104. The Company may transmit any Dividend or bonus payable in respect of any share by ordinary post to the registered or other recorded address of the holders or, in the case of joint holders, the first named person in the Register in respect of such Share (unless he shall have given written instructions to the contrary) and shall not be responsible for any loss arising in respect of such transmission. Dividend may be sent by post
105. No Dividend shall bear interest as against the Company. Dividends not to bear interest

106. Whenever the Board or the Company in general meeting have 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, with or without offering any rights to shareholders to elect to receive such Dividend in cash, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may disregard fractional entitlements 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 determine that fractional entitlements shall be aggregated and sold and the benefit shall accrue to the Company rather than to the members concerned, 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.

Distribution of
assets in specie

106A.(A) Wherever the Board or the Company in general meeting have resolved that a Dividend be paid or declared on the share capital of the Company, the Board may further resolve:—

Scrip Dividend

either (i) that such Dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up on the basis that the shares so allotted shall be of the same class or classes as the class or classes already held by the allottee, provided that the Members entitled thereto will be entitled to elect to receive such Dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply:—

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

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

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

- (c) the right of election may be exercised in respect of the whole or part of that portion of the Dividend in respect of which the right of election has been accorded; and
 - (d) the Dividend (or that part of the Dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised (“the elected shares”) and in lieu thereof shares shall be allotted credited as fully paid up to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company’s reserve accounts (including any special account,) as the Board may determine, such sum as may be required in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the elected shares on such basis.
- (B) The shares allotted pursuant to the provisions of paragraph (A) of this Article shall rank *pari passu* in all respects with the shares then in issue save only as regards participation:–
- (i) in the relevant Dividend (or the right to receive or to elect to receive an allotment of shares in lieu thereof as aforesaid);
or
 - (ii) in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant Dividend

unless, contemporaneously with the announcement by the Board of its proposal to apply the provisions of sub-paragraph (i) or (ii) of paragraph (A) of this Article in relation to the relevant Dividend or contemporaneously with its announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of paragraph (A) of this Article shall rank for participation in such distribution, bonus or rights.

- (C) The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (A) 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.
- (D) The Company may upon the recommendation of the Board by special resolution resolve in respect of any one particular Dividend of the Company that notwithstanding the provisions of paragraph (A) of this Article a Dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to Members to elect to receive such dividend in cash in lieu of such allotment.
- (E) The Board may on any occasion determine that rights of election and the allotment of shares under paragraph (A) of this Article shall not be made available or made to any Members with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of such rights of election or the allotment of shares would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.

107. All Dividends or bonuses unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and all Dividends or bonuses unclaimed for six years after having been declared may be forfeited by the Directors for the benefit of the Company.

Unclaimed
Dividends

Reserve Fund

108. Before determining or recommending a Dividend the Directors may set aside any part of the net profits of the Company to a reserve fund, and may apply the same either by employing it in the business of the Company or by investing it in such manner as they shall think fit and the income arising from such reserve fund shall be treated as part of the gross profits of the Company. Such reserve fund may be applied for the purpose of maintaining the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance fund, equalising Dividends, paying special Dividends or bonuses, or for any other purpose for which the net profits of the Company may lawfully be used, and until the same shall be so applied it shall be deemed to remain undivided profit. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to divide or to place to reserve.

Reserve fund

Accounts

109. The Directors shall cause true accounts to be kept:–
- (a) Of all sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place;
 - (b) Of all sales and purchases of goods by the Company;
 - (c) Of the assets and liabilities of the Company.

Accounts to be kept

110. The books of account shall be kept at the Office of the Company in Hong Kong and shall always be open to the inspection of the Directors. The Directors may from time to time by resolution determine whether and to what extent, and at what times and places in Hong Kong and on what conditions the books and accounts of the Company, or any of them, shall be open to the inspection of the Members (not being Directors), and the Members shall have only such rights of inspection as are given to them by the Ordinance or by such resolution as aforesaid.

Limitation or rights to inspect

111. The Board shall from time to time in accordance with the provisions of the Ordinance cause to be prepared and laid before the Company at its annual general meeting the reporting documents.

Reporting document

112. Subject to Article 113, the Company shall in accordance with the Ordinance and other applicable laws, rules and regulations, deliver or send to every Member a copy of the reporting documents of the Company or a copy of the summary financial report in place of a copy of the reporting documents from which the report is derived, not less than twenty-one days before the date of the general meeting of the Company concerned (or such other time as is permitted under the Ordinance and other applicable laws, rules and regulations). Provided that this Article shall not require a copy of these documents to be sent to more than one of the joint holders of any shares or debentures or to any Member of, or any holder of debentures, who is not entitled to receive notices of annual general meetings of the Company and whose address the Company is unaware, but any Member or holder of debentures of the Company to whom a copy of these documents has not been sent, shall be entitled to receive a copy of these documents free of charge on application at the Office of the Company.

Reporting document and summary financial report

113. Where any Member has, in accordance with the Ordinance and other applicable laws, rules and regulations, agreed or is deemed to have agreed to his having access to the reporting documents and/or the summary financial report on the Company's website as mentioned in Article 116(iv) or, to the extent permitted by, and in accordance with the Ordinance and other applicable laws, rules and regulations, in any other manner (including any other form of electronic communication) instead of being sent the documents or report, as the case may be (an "assenting person"), the publication or making available by the Company, in accordance with the Ordinance and other applicable laws, rules and regulations, on the Company's website referred to above of the reporting documents and/or the summary financial report throughout the period beginning not less than twenty-one days before the date of the general meeting of the Company concerned and ending on such date in accordance with the Ordinance and other applicable laws, rules and regulations (or such other period or time as is permitted under the Ordinance and other applicable laws, rules and regulations) or in such other manner, shall be treated as having sent a copy of the reporting documents or a copy of the summary financial report to an assenting person in satisfaction of the Company's obligations under paragraph Article 112.

Auditors

114. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Ordinance.

Auditors to be appointed

Notices

115. Every Member shall register with the Company an address either in Hong Kong or elsewhere to which notices can be sent and if any Member shall fail so to do, notice may be given to such Member by sending the same in any of the manners hereinafter mentioned to his last known place of business or residence, or if there be none, by posting the same for one day at the Office of the Company or by posting the same on the website of the Company or any other electronic means. Subject to the Listing Rules and unless these Articles otherwise provide,
- Address of
Members and
service of notices
to joint holders
- (i) all notices, documents or other information directed to be given to the Members shall, with respect to any share to which persons are jointly entitled, be given to any one of the joint holders in respect of such share, and such notices, documents or information so given shall be deemed to have been given to all the holders of such share; and
 - (ii) anything to be agreed or specified by the Members shall, with respect to any share to which persons are jointly entitled, be deemed to have been agreed or specified by all the holders of such share if any one of the joint holders in respect of such share has so agreed or specified (except for transfer of the share).
116. Any notice or document (including any “corporate communication” as defined in the Listing Rules), whether or not to be given or issued under the Ordinance and other applicable laws, rules and regulations or these presents from the Company, may be served or delivered by the Company upon any Member in the following manner:–
- Service of notices
- (i) in hard copy form either (a) personally or (b) by hand to, or by sending it through the post (if sent to an address outside Hong Kong, by airmail or any equivalent service that is no slower) in a prepaid envelope or wrapper addressed to, the member’s address as shown in the Register;
 - (ii) by advertisement in English in at least one English language newspaper and in Chinese in at least one Chinese language newspaper being in each case a newspaper published and circulating generally in Hong Kong and specified or permitted for this purpose by the Ordinance and other applicable laws, rules and regulations, and for such period as the Board shall think fit to the extent permitted by, and in accordance with the Ordinance and other applicable laws, rules and regulations;

(iii) in electronic form:

- (a) personally; or
- (b) by hand to, or by sending it through the post (if sent to an address outside Hong Kong, by airmail or an equivalent service that is no slower) in a prepaid envelope or wrapper addressed to, the member's address as shown in the Register; or
- (c) by sending or transmitting it as an electronic communication to the member at any telex or facsimile transmission number or electronic number or electronic address supplied by him to the Company for the giving of notice or document from the Company to him,

to the extent permitted by, and in accordance with the Ordinance and other applicable laws, rules and regulations;

- (iv) by publishing it on the Company's website and giving to the Member a notice in accordance with the Ordinance and other applicable laws, rules and regulations stating that the notice or other document is available there (a "notice of publication") to the extent permitted by, and in accordance with the Ordinance and other applicable laws, rules and regulations. The notice of publication may be given to such Member by any of the means set out in paragraphs (i), (ii), (iii)(c) or (v) of this Article; or
- (v) by sending or otherwise making available to such Member through such means to the extent permitted by, and in accordance with, the Ordinance and other applicable laws, rules and regulations.

117. (A) Any notice or other document (including any "corporate communication" as defined in the Listing Rules) given or issued by or on behalf of the Company:-

When notice
deemed to be
served

- (i) if served or delivered in person, shall be deemed to have been served or delivered at the time of personal service or delivery, and in proving such service or delivery, a certificate in writing signed by the Secretary (or other officer of the Company or such other person appointed by the Board) that the notice or document was so served or delivered shall be conclusive evidence thereof;

- (ii) if served or delivered by post, shall be deemed to have been served or delivered on the second business day following that on which the envelope or wrapper containing the same is put into a post box, and in proving such service or delivery, it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly prepaid, addressed and put into such post box. A certificate in writing signed by the Secretary (or such other officer of the Company or such other person appointed by the Board) that the envelope or wrapper containing the notice or other document was so prepaid, addressed and put into such post box shall be conclusive evidence thereof;

- (iii) if sent or transmitted as an electronic communication in accordance with Article 116(iii)(c) or through such means in accordance with Article 116(v), shall be deemed to have been served or delivered at the expiration of 24 hours after the relevant despatch or transmission. A notice or document published in the Company's website in accordance with Article 116(iv), shall be deemed to have been served or delivered after the expiration of 24 hours after the later of (a) the time when the Member receives or is deemed to have received the notice of publication and (b) the time when the notice or document is first made available on the Company's website. In calculating a period of hours mentioned in this paragraph, any part of a day that is not a business day is to be disregarded. In proving such service or delivery, a certificate in writing signed by the Secretary (or such other officer of the Company or such other person appointed by the Board) as to the fact and time of such service, delivery, despatch, transmission or publication shall be conclusive evidence provided that no notification that the electronic communication has not reached its recipient has been received by the sender, except that any failure in transmission beyond the sender's control shall not invalidate the effectiveness of the notice or document being served; and

- (iv) if served by advertisement in newspaper in accordance with Article 116(ii), shall be deemed to have been served on the day on which such notice or document is first published.

For the purpose of this paragraph (A), "business day" has the meaning given by Section 821 of the Ordinance.

(B) Subject to the Ordinance and other applicable laws, rules and regulations, any notice or document (including but not limited to the documents referred to in Articles 111 to 113 and any “corporate communication” as defined in the Listing Rules) may be given by the Company in the English language only, in the Chinese language only or in both. Where a person has in accordance with the Ordinance and other applicable laws, rules and regulations consented to receive notices and documents (including but not limited to the documents referred to in Articles 111 to 113 and any “corporate communication” as defined in the Listing Rules) from the Company in the English language only or the Chinese language only but not both, it shall be sufficient for the Company to serve on or deliver to him any such notice or document in such language only in accordance with these presents unless and until there is a notice of revocation or amendment of such consent given or deemed to have been given by such person to the Company in accordance with the Ordinance and other applicable laws, rules and regulations which shall have effect in respect of any notice or document to be served on or delivered to such person subsequent to the giving of such notice of revocation or amendment.

Choice of languages

Discovery of Secrets

118. No Member shall be entitled to require or receive any information concerning the business, trading, or customers of the Company, or any trade secret or secret process of or used by the Company, beyond such information as to the accounts and business of the Company as is by these presents or by the Ordinance directed to be laid before the Company in general meeting, and no Member shall be entitled to inspection of any of the books, papers correspondence, or documents of the Company except in-so-far as such inspection is authorised by these presents or by the Ordinance.

No Member entitled to trade information

Arbitration

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

Reference to arbitration

Winding Up

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

Distribution of assets in winding up

121. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of a special resolution of the Company and any other sanction required by the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), be divided among the Members in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

Assets may be distributed in specie

Capitalization of Profits

122. Subject to the Ordinance, the Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and not required for the payment or provision of the fixed Dividend on any shares (if any) entitled to fixed preferential Dividends, and accordingly that such sums be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of Dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other.
123. Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully-paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled on such capitalization, or, as the case may require for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

Power to capitalize

Effect of resolution to capitalize

Indemnity

124. (A) Subject to the provision of the Ordinance and so far as may be permitted by the Ordinance, every Director, manager, Secretary or other officer and every Auditor of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (except for any liability in relation to the Auditor as mentioned in Section 415 of the Ordinance) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director, manager, Secretary or other officer or Auditor shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the Ordinance. This indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any of the said persons. Indemnity
- (B) Subject to the provisions of the Ordinance, if any Director or other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Director or person so becoming liable as aforesaid from any loss in respect of such liability.
125. Subject to the provisions of the Ordinance, the Company shall have power to purchase and maintain for any Director or other officer of the Company, or Auditors of the Company:– Liability insurance
- (a) insurance against any liability to the Company, a related company or any other party in respect of any negligence, default, breach of duty or breach of trust (save for fraud) of which he may be guilty in relation to the Company or a related company; and
- (b) insurance against any liability incurred by him in defending any proceedings, whether civil or criminal, taken against him for any negligence, default, breach of duty or breach of trust (including fraud) of which he may be guilty in relation to the Company or a related company.

For the purpose of this Article, “related company” means any company which is the Company’s subsidiary or holding company or a subsidiary of the Company’s holding company.

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

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
<p style="text-align: center;">KO TONG LI, 文咸西街八十一號 81, Bonham Strand, West, Hong Kong. Merchant</p> <p style="text-align: center;">LU SIN, 文咸西街八十一號 81, Bonham Strand, West, Hong Kong. Merchant</p>	<p style="text-align: center;">One</p> <p style="text-align: center;">One</p>
Total Number of Shares Taken	Two

Dated the 27th day of August, 1960.

WITNESS to the above signatures:

M. P. K. WONG,
Solicitor,
HONG KONG

(Note: The names and other particulars of subscribers and related content appearing on this page originally formed part of the Memorandum of Association of the Company before Part 3 of the Ordinance came into effect on 3rd March, 2014, and are now reproduced here for reference only.)