

ARTICLES OF ASSOCIATION

OF

The Hongkong and Shanghai Banking Corporation Limited

*(As adopted pursuant to The Hongkong and Shanghai Banking Corporation Limited
(Amendment) Ordinance 1997 and amended by Special Resolution dated 19 May 2014)*

Certified true copy



Director

Company No. 263876

**THE COMPANIES ORDINANCE
(CHAPTER 622)**

SPECIAL RESOLUTION

of

**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED
("the Bank")**

Passed on 20 November 2018

I, Philip David Miller, being the Deputy Corporation Secretary of the Bank, hereby certify that the following Special Resolution was passed by the shareholders of the Bank pursuant to Section 548 of the Companies Ordinance (Cap. 622) and Article 71 of the Articles of Association of the Bank on the above mentioned date:-

"RESOLVED THAT the terms of a proposed share buy-back contract (the "Contract") between the Bank and HSBC Asia Holdings B.V. relating to the buy-back of (i) 200,000,000 cumulative irredeemable preference shares and (ii) 2,478,000,000 non-cumulative irredeemable preference shares, all of which have been issued fully paid or credited as fully paid (together, the Preference Shares) for consideration of US\$1 per Preference Share (US\$2,678,000,000 in aggregate), together with all interest accrued and outstanding in respect of the period from (and including) the date that interest was last paid on the relevant Preference Shares to (but excluding) the date of completion of the transfer of the Preference Shares pursuant to the Contract, which combined sum is to be derived from the distributable profits of the Bank be and is hereby approved in accordance with the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) and that any two members of the Executive Committee of the Bank, one of whom must be the Chief Executive or Chief Financial Officer, be authorised to sign on behalf of the Bank the Contract and related documents."

Dated the 22nd day of November 2018

(Sd.) Philip David Miller

Deputy Corporation Secretary

No. 263876

CERTIFICATE OF INCORPORATION

WHEREAS The Hongkong and Shanghai Banking Corporation, a company created by virtue of The Hongkong and Shanghai Banking Corporation Ordinance, Chapter 70 of the Laws of Hong Kong, has applied for registration pursuant to Part IX of the Companies Ordinance, Chapter 32 of the Laws of Hong Kong.

I HEREBY CERTIFY THAT

the said The Hongkong and Shanghai Banking Corporation is this day incorporated in Hong Kong under the Companies Ordinance as a company with the name of THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, and that this company is limited.

Given under my hand this Sixth day of October One Thousand Nine Hundred and Eighty-nine.

(Sd.) NOEL M. GLEESON

Registrar General
(Registrar of Companies)
Hong Kong

ARTICLES OF ASSOCIATION

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**THE COMPANIES ORDINANCE (Chapter 622)
COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

*(As adopted pursuant to The Hongkong and Shanghai Banking Corporation Limited
(Amendment) Ordinance 1997 and amended by Special Resolution dated 19 May 2014)*

OF

The Hongkong and Shanghai Banking Corporation Limited

PRELIMINARY

- 1 The regulations contained in the Companies (Model Articles) Notice (LN77 of 2013) shall not apply to the Company, but the following shall, subject to repeal, addition and alteration as provided by the Ordinance, the Bank Ordinance or these Articles, be the Articles of Association of the Company.

INTERPRETATION

- 2 (a) In these Articles, save where the context otherwise requires, the following expressions have the following meanings : -

Expression	Meaning
"the Auditors"	the auditors for the time being of the company;
"these Articles"	these Articles of Association in their present form or as altered from time to time;
"the Bank Ordinance"	The Hongkong and Shanghai Banking Corporation Limited Ordinance (Chapter 70 of the Laws of Hong Kong) or any statutory re-enactment or modification thereof for the time being in force;

"the Board" and "the Directors"	the Directors or the Directors present at a duly convened meeting of Directors at which a quorum is present;
"call"	includes any instalment of a call and, in the application of provisions of these Articles to forfeiture of shares, any sum which, by the terms of issue of a share, is payable at a fixed time;
"the Company"	The Hongkong and Shanghai Banking Corporation Limited;
"Director"	a director for the time being of the Company;
"dividend"	includes distributions in specie or in kind and capital distributions;
"Dollars" & "\$"	dollars of Hong Kong currency;
"member"	a member of the Company;
"month"	calendar month;
"the Office"	the registered office of the Company for the time being;
"the Ordinance"	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or any statutory re-enactment or modification thereof for the time being in force; and any reference to any section or provision of the Ordinance shall be deemed to include a reference to any statutory re-enactment or modification thereof for the time being in force;
"paid"	includes credited as paid;
"the Register"	the register of members of the Company kept pursuant to the Ordinance and includes any branch register kept pursuant to the Ordinance;
"the Seal"	the common seal of the Company or any official seal that the Company may have as permitted by the Ordinance;
"the Secretary"	the person appointed for the time being to perform for the Company the duties of a secretary and includes a temporary or assistant secretary;

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|----------------------------|---|
| "share" | a share in the capital of the Company; |
| "the Statutes" | the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), The Hongkong and Shanghai Banking Corporation Limited Ordinance (Chapter 70 of the Laws of Hong Kong) and every other ordinance for the time being in force and effecting the Company; |
| "in writing" and "written" | includes facsimile and electronic communication messages and any mode of reproducing words in a legible and non-transitory form. |
- (b) In these Articles, if not inconsistent with the subject or context, words importing the singular number only shall include the plural number and vice versa, words importing any gender shall include all other genders and references to persons shall include corporations (acting, where applicable, by their duly authorised representatives).
- (c) Subject as aforesaid, any words defined in the Ordinance in force at the date when these Articles are adopted shall, if not inconsistent with the subject or context, bear the same meaning in these Articles or such part (as the case may be).
- (d) The headings and any marginal notes are inserted for convenience only and shall not affect the construction of these Articles.

NAME

- 3 The name of the Company is The Hongkong and Shanghai Banking Corporation Limited.

OFFICE

- 4 The Company shall maintain its head office in Hong Kong. The head office shall be at No.1 Queen's Road Central in Hong Kong or at such other place in Hong Kong as the Directors shall from time to time resolve.
- 5 The Office shall be at such place in Hong Kong as the Directors shall from time to time resolve.

LIABILITY OF MEMBERS

- 6 The liability of members of the Company shall be limited to any amount unpaid on the shares held by the members.

COMPANY OBJECTS

- 7 The objects for which the Company is established are:
- (a) To carry on in any part of the world the business of banking of all kinds and to transact and do all matters and things incidental thereto, or which

may at any time hereafter, at any place where the Company shall carry on business, be usually carried on as part of or in connection with, or which may be conducive to or be calculated to facilitate or render profitable the transaction of, the business of banking or dealing in money or securities of any kind; and, in particular, and without prejudice to such generality:

- (i) To receive money on loan, deposit, current account or otherwise at interest or otherwise with or without security, to obtain the use and control of money and securities, and to employ and use the same in any manner which the Company may consider expedient.
- (ii) To advance or lend money or give credit with or without security.
- (iii) To draw, make, accept, endorse, grant, discount, acquire, buy, sell, issue, negotiate, transfer, hold, invest or deal in and honour, retire, pay or secure obligations, instruments (whether negotiable or not) and securities of every kind.
- (iv) To grant, issue, negotiate, honour, retire and pay letters of credit, circular notes, drafts and other instruments and securities of every kind.
- (v) To buy, sell and deal in foreign exchange, precious metals, bullion and specie.
- (vi) To contract for public and private loans and to negotiate and issue the same.
- (vii) To receive money, securities, documents, bullion, jewellery and any other valuables, goods, chattels, movable effects and personal property of every kind on deposit or for safe custody or otherwise.
- (viii) To collect and transmit money and securities and to act as agent for the receipt of money or of documents and for the delivery of documents.
- (ix) To issue and transact business in respect of all types of bankers cards and credit cards, whether issued by the Company or by any other person or company.
- (x) To guarantee or otherwise accept responsibility for the genuineness and validity of obligations, instruments, deeds and documents of all kinds.
- (xi) To guarantee or otherwise become responsible for the performance of obligations or contracts of every kind by any company or person.
- (xii) To promote, effect, insure, guarantee, underwrite, secure the subscription or placing of, subscribe or tender for or procure the subscription of, participate in, manage or carry out any issue, public or private, of state, municipal or other loans, or of shares, stocks, debentures or debenture stock of any company, firm or person and to lend money for the purposes of any such issue.

- (xiii) To take, accept, enforce, release, sell, realise, dispose of and convert into money or otherwise deal with any real or personal property of whatever description, mortgaged, charged, pledged or hypothecated to the Company or taken by it in satisfaction, liquidation or payment of any debt or liability.
 - (xiv) To grant indemnities against loss and risks of all kinds.
 - (xv) Subject to applicable Hong Kong Ordinances and Laws from time to time and for the time being in force (including the Legal Tender Notes Issue Ordinance (Chapter 65)), in Hong Kong, but not elsewhere, to issue, re- issue and circulate notes of the Company payable to bearer on demand.
- (b) To carry on financial business and financial operations of all kinds, and in particular and without prejudice to the generality of the foregoing to finance or assist in the financing of the sale of goods, articles or commodities of all and every kind or description whether by way of personal loan, lease, hire purchase, instalment finance, deferred payment or otherwise, to institute, enter into, carry on, subsidise, finance or assist in subsidising or financing the sale and/or upkeep and maintenance of any goods, articles or commodities of all and every kind and description on any terms whatever, to acquire by assignment or otherwise, debts due and owing to any person or company and to collect such debts and to constitute and to act as managers of unit trusts and investment trusts and to issue and transact business in respect of all types of bankers' payment systems and to carry on all kinds of insurance business and generally to act as insurance brokers or in any other capacity, and to import, export, buy, sell, barter, exchange, let on hire, pledge, make advances upon or otherwise deal in any property whether tangible or intangible.
 - (c) To enter into arrangements with companies, firms and persons for promoting and increasing the manufacture, sale and purchase and/or upkeep and maintenance of goods, articles or commodities of every kind, either by buying, selling, letting or taking on hire, hire-purchase or easy-payment systems, or by financing or assisting such other companies, firms or persons to do all or any of such last-mentioned acts, transactions and things, and in such manner as may be necessary or expedient, and in connection with or for any of these purposes, to purchase agreements (or any rights thereunder), lend money, give indemnities, guarantees or securities or otherwise finance or assist all or any of such purposes on such terms and in such manner as may be desirable or expedient.
 - (d) To aid any government or state or any municipal or other body politic or corporate or any firm or company in the prosecution of any works, undertakings, projects or enterprises by the provision of capital, loans, credit, resources or by participation; and to prosecute and execute directly or by contribution or other assistance any works, undertakings, projects or enterprises in which or on the security whereof or of any profits or emoluments derivable from which the Company shall have invested or lent money, embarked capital or in any way engaged its credit.

- (e) To act as trustee for the holders of or otherwise in relation to any shares, stocks, funds, debentures, debenture stock, bonds, mortgages, obligations, options, option certificates, treasury bills or securities issued or to be issued by any government, state, provincial, municipal or other authority, corporation, company, firm or person and generally to undertake and execute any trusts, whether public or private, and to undertake and execute either alone or jointly with others, and either in its own name or through or by means of an officer or a party appointed by the Company, the office of receiver or manager for debenture holders or other mortgagees, custodian, trustee, executor, administrator, receiver, manager, committee, liquidator, treasurer, comptroller or registrar, or any other office of trust or confidence, and to perform and discharge the duties incident to any such office and to transact all kinds of business arising in connection therewith; and to keep for any corporation, company, firm or person and for any government, state, principality, authority, or body, whether supreme, provincial, municipal, local or otherwise, any register relating to any real or personal property or to any stocks, funds, shares or securities, and to undertake any duties in relation thereto or to the registration of transfers, assignments, mortgages, charges, deeds, documents or things, or the issue of certificates, or otherwise.
- (f) To act as the holding and co-ordinating company of the group of companies for which the Company is for the time being the holding company.
- (g) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest, and manage any lands, buildings, servitude, easements, rights, privileges, concessions, machinery, plant, stock-in-trade and any heritable or moveable real or personal property of any kind.
- (h) To purchase or otherwise acquire, dispose of, protect, extend and renew any patents, brevets d'invention, licences, concessions, copyrights, registered designs, service marks and trade marks (whether registered or not), design right or any similar property rights, including those subsisting in inventions, designs, drawings, performances, computer programmes, semi-conductor topographies, confidential information, business names, goodwill and the style or presentation of goods or services and application for protection thereof, which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, to use, exercise, develop, grant licences in respect of or otherwise turn to account any of the same for any purpose whatsoever, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to achieve these objects.
- (i) To form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to issue on commission or otherwise underwrite, subscribe for and take or guarantee the payment of any dividend or interest on any shares, stocks, debentures or other capital or securities or obligations of any such companies, syndicates or other bodies, and to pay or provide for brokerage commission and underwriting in respect of any such issue.

- (j) To enter into partnerships or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions or otherwise with any person or company for the purpose of carrying on business within any of the objects of the Company.
- (k) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, body or company carrying on any business which the Company is authorised to carry on, or possessed of property, assets or rights suitable for any of the purposes of the Company.
- (l) To develop, work, improve, manage, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property, assets or rights of the Company; to surrender or accept surrender of any lease or tenancy or rights; and to sell or deal with the property, assets, business, rights or undertaking of the Company, or any part thereof, for such consideration and on such terms as the Company may think fit, and including for cash or shares, debentures or securities of any other company.
- (m) To build, construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plant, machinery, tools, equipment or otherwise as may seem desirable for any of the businesses or in the interests of the Company; and to manufacture, buy, sell, lease or otherwise acquire and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects.
- (n) To manage and conduct the affairs of any companies, firms, bodies and persons carrying on business of any kind whatsoever, and in any part of the world.
- (o) To enter into, carry on and participate in financial transactions and dealings and operations of all kinds; and to take any steps which may be considered expedient for carrying into effect such transactions, dealings and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds.
- (p) To borrow or raise money in such manner as the Company shall think fit and on security or otherwise and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, shares or other securities, perpetual or otherwise, and, if the Company thinks fit, charged on all or any of the Company's property (both present and future) and undertaking including its uncalled capital and further, if so thought fit, convertible into any stock or shares or securities of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance.
- (q) To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the

undertaking, property, assets and rights present and future and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined in Division 4 of Part 1 of the Ordinance) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business.

- (r) To grant indemnities of every description and to undertake obligations of every description.
- (s) To make, draw, accept, exchange, endorse, negotiate, execute and issue promissory notes, bills of exchange or other negotiable instruments and to receive money on deposit or loan.
- (t) To pay commission to and remunerate any person or company for services rendered in underwriting or placing, or assisting to underwrite or place, any of the shares in the Company's share capital or any debentures or other securities of the Company, or in or about the conduct of its business.
- (u) To pay for any property or rights acquired by the Company in such manner as the Company may think fit, including payment either in cash or fully paid or partly paid shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (v) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company in such manner as the Company may think fit, including payment either in cash, by instalments or otherwise, or in fully paid or partly paid shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (w) To make loans or donations, either of cash or of other assets whatsoever, to or enter into any arrangements whatsoever for the benefit of such persons and in such cases as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.
- (x) To distribute among the members in specie any property of the Company or any proceeds of sale, disposal or realisation of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (y) To subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, bonds, debentures or debenture stock, or other securities

or obligations of any company and to invest, deal with or lend any of the moneys of the Company in such manner, with or without security, as the Company may think fit.

- (z) To amalgamate with any other company either whose objects are or include objects similar to those of the Company (if the constitution of such a company includes one or more objects) or which is possessed of property, assets or rights suitable for any of the purposes of the Company and on any terms whatsoever or to enter into any arrangements with any government, state, principality, authority, or body, whether supreme, provincial, municipal, local or otherwise, or any other bank, that may seem conducive to the Company's objects or any of them, and to obtain from any such government, state, principality, authority or body or bank and thereafter to carry out, exercise, develop, and otherwise deal with and turn to account any concessions, franchises, charters, patents, monopolies, privileges or rights whatsoever and wheresoever.
- (aa) To procure the Company or any branch agency or sub-agency or representative of the Company to be registered or recognised in any country or place abroad or with any applicable regulatory body in any part of the world.
- (bb) To obtain any provisional or other order or decree or resolution or ordinance or similar or equivalent regulation of Hong Kong or of the legislature of any other State or jurisdiction or of any foreign government or authority (whether supreme or provincial) or of any sovereign, legislative assembly or council, or of any court of justice, or of any provincial, municipal or local authority or other proper authority of whatever nature for enabling the Company to carry any of its objects into effect, or for effecting any modifications to the Company's constitution, or for any other purpose which may seem expedient, and to oppose or make representations in connection with any proceeding, proposal or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- (cc) To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity.
- (dd) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.
- (ee) To establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, trust, other establishment, or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or may be connected with any place where the Company carries on

business; to institute and maintain any institution, association, society, club, trust or other establishment or profit-sharing scheme, share incentive scheme or employee's share scheme calculated to advance the interests of the Company or to benefit such persons; to join, participate in and subsidise or assist any association of employers or employees or any trade association; and to subscribe or guarantee money for gifts or testimonials, or for national, provincial, municipal, educational, scientific, religious, charitable or benevolent objects or for any public, general or useful object or for any exhibition; the said persons are any persons who are or were at any time in the employment or service of the Company or of any company being at the relevant time the holding company or a subsidiary (both as defined in Division 4 of Part 1 of the Ordinance) of the Company or of the Company's holding company or are otherwise associated with the Company or any of its businesses or who are or were at any time directors or officers of the Company or of such other company as aforesaid, and holding or who held any salaried employment or office in the Company or such other company, and the families (including former spouses) of them or any person who is or was dependent on them.

- (ff) To purchase and maintain insurance for the benefit of any persons who are or were at any time directors, officers or employees of the Company or any other company which is a subsidiary of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Company or of any other such company or subsidiary are or have been interested indemnifying such persons against any liability which may be lawfully insured against.
- (gg) To take, make, execute, enter into, commence, carry on, prosecute or defend all steps, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company.
- (hh) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (ii) To do all or any of the above things in any other part of the world and either as principals, agents, contractors, trustees, or otherwise and by or through trustees, agents or otherwise and either alone or in connection with others and at any of its establishments.
- (jj) To do all such other acts or things in all parts of the world as seem to the Company incidental or conducive to the attainment of the above objects or any of them.
- (kk) For the purposes of Article 7:
 - (i) the word "company", except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and

wheresoever domiciled, and whether now existing or hereafter to be formed; and

- (ii) the objects set forth in each sub-article of this Article shall not be restrictively construed but the widest interpretation should be given thereto and they shall not, except where the context expressly so requires, be in any way limited or restricted by application of any rule that where particular words are followed by general words the general words are limited to the same kind as the particular words or by reference to or inference from any other object or objects set forth in such sub-article or from the terms of any other sub-article or by the name of the Company; none of such sub-articles or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-article, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-articles as if each sub-article contained the objects of a separate company.

SHARES

- 8 Without prejudice to any special rights previously conferred on any issued shares, any shares may be issued with such preferred, deferred or other special rights or restrictions, whether in regard to dividends, voting, transfer, repayment or redemption of share capital, or otherwise, as the Company in general meeting may, subject to the Ordinance, from time to time determine or, in the absence of any such determination, as the Directors shall determine.
- 9 Save as provided by contract or the Ordinance or these Articles to the contrary, the Directors may offer, allot, grant rights to subscribe for, convert securities into, or otherwise deal with or dispose of the same to such persons, at such times, for such consideration and generally upon such terms and conditions as they shall in their absolute discretion think fit and provided further that the Directors shall not exercise any of the aforesaid powers to allot shares, grant rights to subscribe for, convert securities into, or otherwise deal with or dispose of the same without the prior approval of the Company in general meeting where such approval is required by the Ordinance.
- 10 The Company may make arrangements on the issue of shares for a difference in the amount of calls to be paid and the time of payment of such calls by the holders of such shares.
- 11 If by the conditions of allotment of any shares the whole or part of the issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the shares, or his or her legal personal representative.
- 12 Any preference share may, with the sanction of an ordinary resolution, be issued on the terms that it is to be redeemed, or liable to be redeemed at the option of the Company or the holder of share.
- 13 Except as otherwise expressly provided by these Articles, as required by law or as ordered by a court of competent jurisdiction, the Company shall not recognise

any person as holding any share on trust, and (except as aforesaid) the Company shall not be bound by or recognise (even if having notice of it) any equitable, contingent, future, partial or other claim to or interest in any share except an absolute right of the holder to the whole of the share.

- 14 The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Ordinance.
- 15 No person shall become a member until his or her name shall have been entered into the Register.

JOINT HOLDERS OF SHARES

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

SHARE CERTIFICATES

- 17 Every person whose name is entered as a member in the Register shall be entitled without payment to receive within two months after allotment or within 10 business days after the day of lodgment of an instrument of transfer duly stamped, or within such other period as the conditions of issue shall provide, one certificate for all his or her shares of any particular class, or several certificates, each for one or more of his or her shares, upon payment of such sum, not exceeding two dollars for every certificate after the first, as the Directors shall from time to time determine, provided that in the event of a member transferring

part of the shares represented by a certificate in his or her name, a new certificate in respect of the balance thereof shall be issued in his or her name without payment and, in the case of a share or shares held jointly by several persons the Company shall not be bound to issue a certificate or certificates to each such person.

For the purposes of this Article 17 "business day" means a day on which a recognized stock market is open for the business of dealing in securities.

- 18 Every share certificate shall specify the number and class of shares, and, if required, the distinctive numbers thereof, to which the certificate relates, and the amount paid thereon. If at any time the share capital of the Company has different classes of shares in issue, every share certificate issued at that time shall include in a prominent position a statement that the Company has in issue different classes of shares and specify the voting rights attached to shares in each class, and no certificate shall be issued in respect of multiple classes of shares. The Directors may determine, either generally or in any particular case or cases, that any signatures on any such certificates need not be autographic but may be affixed to such certificates by some mechanical or electronic means or may be printed thereon or that such certificates need not be signed by any person.
- 19 If any share certificate shall be worn out, defaced, destroyed or lost, it may be replaced on such evidence being produced as the Directors shall require, and in case of wearing out or defacement, on delivery up of the old certificate, and in case of destruction or loss, on the execution of such indemnity (if any), as the Directors may require. In case of destruction or loss, the person to whom such replacement certificate is given shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and of such indemnity.

CALLS ON SHARES

- 20 (a) The Directors may from time to time make calls upon the members in respect of any or all moneys unpaid on their shares, subject always to the terms of issue of such shares, and any such call may be made payable by instalments.

(b) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place for payment, pay to the Company the amount called on his or her shares and at the time or times and place so specified. The non-receipt of a notice of any call by, or the accidental omission to give notice of a call to, any of the members shall not invalidate the call.
- 21 A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed. A call may be revoked, varied or postponed as to all or any of the members liable therefor as the Directors may determine. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 22 Subject to Articles 27 and 28, if any part of a call be not paid before or on the day appointed for payment thereof, the person from whom the payment is due shall be liable to pay interest on the outstanding part thereof at such rate as the

Directors shall determine from the day appointed for the payment of such call or instalment to the time of discharge thereof in full; but the Directors may, if they shall think fit, waive the payment of such interest or any part thereof.

- 23 If, by the terms of the issue of any shares or otherwise, any amount is made payable upon allotment or at any fixed time, every such amount shall be payable as if it were a call duly made and payable on the date on which by the terms of issue the same becomes payable; 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 and the shares in respect of which it is payable in the case of non-payment thereof.
- 24 The Directors may, if they shall 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 or her; and upon all or any of the moneys so paid in advance the Directors may (until the same would, but for such payment in advance, become presently payable) pay interest at such rate as may be agreed upon between the member paying the moneys in advance and the Directors. The Directors may also at any time repay the amount so advanced upon giving to such member one month's notice in writing.
- 25 On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such money is due; that the resolution making the call is duly recorded in the Minute Book of the Company; and that notice of such call was duly given to the member sued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence that the money is due.
- 26 No member shall, unless the Directors otherwise determine, be entitled to receive any dividend, or to receive notice of or to be present or vote at any general meeting, either personally or (save as proxy for another member) by proxy, or to exercise any privileges as a member, or be reckoned in a quorum, until he or she shall have paid all calls or other sums for the time being due and payable on every share held by him or her, whether alone or jointly with any other person, together with interest and expenses (if any).

FORFEITURE

- 27 If any member fails to pay in full any call on the day appointed for payment thereof, the Directors may at any time thereafter, during such time as any part of the call remains unpaid, serve a notice on the member requiring him or her to pay so much of the call as is unpaid together with interest accrued and any expenses incurred by reason of such non-payment.
- 28 The notice shall fix a further day (not being less than fourteen days from the date of the notice) on or before which such call or part thereof 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, or some other place at which calls of the Company are usually made payable. The notice shall also state that, in the event of non-payment at or

before the time and at the place appointed, the shares in respect of which such call is payable will be liable to forfeiture.

- 29 If the requirements with regard to payment of any such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may, at any time thereafter and 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 shares so forfeited but not payable until after such forfeiture. The Directors may accept the surrender of any shares liable to be forfeited hereunder and in such cases references in these Articles to forfeiture shall include surrender.
- 30 Any shares so forfeited shall be deemed for the purposes of this Article to be the property of the Company, and may be sold, re-allotted or otherwise disposed of either subject to or discharged from all calls made prior to the forfeiture, to any person, upon such terms as to subscription price and otherwise and in such manner and at such time or times as the Directors think fit. For the purpose of giving effect to any such sale or other disposition the Directors may authorise the transfer of the shares so sold or otherwise disposed of to the purchaser thereof or any other person becoming entitled thereto. The Directors shall account to the person whose shares have been forfeited with the balance (if any) of monies received by the Company in respect of those shares after deduction of expenses of forfeiture, sale or disposal of the shares and any amounts due to the Company in respect of the shares.
- 31 The Directors may, at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.
- 32 Any person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding the forfeiture be and remain liable to pay to the Company all moneys which, at the date of forfeiture, were payable by him or her to the Company in respect of the shares, together with interest thereon from the date of forfeiture until payment at such rate as the Directors may prescribe, and the Directors may enforce the payment of such moneys or any part thereof and may waive payment of such interest wholly or in part.
- 33 When any shares have been forfeited an entry shall be made in the Register recording the forfeiture and the date thereof, and so soon as the shares so forfeited have been sold or otherwise disposed of an entry shall also be made of the manner and date of the sale or disposal thereof.

LIEN

- 34 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys outstanding in respect of such share whether presently payable or not, and the Company shall also have a first and paramount lien on every share (not being a fully paid share) standing registered in the name of a member, whether singly or jointly with any other person or persons, for all the debts and liabilities of such member or his or her estate to the Company, whether the same shall have been incurred before or after notice has been given to the Company of any interest of any person other than such member, and whether the time for the payment or discharge of the same shall

have already arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or his or her estate and any other person, whether a member or not. The Company's lien on a share shall extend to all dividends payable thereon. The Directors may at any time either generally or in any particular case waive any lien that has arisen, or declare any share to be wholly or in part exempt from the provisions of this Article.

- 35 The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his or her death, bankruptcy or winding-up or otherwise by operation of law or court order.
- 36 The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists so far as the same are presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares so sold to the purchaser thereof.
- 37 A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his or her title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

- 38 The instrument of transfer of any shares in the Company shall be in writing in any usual or common form or any other form which the Directors may approve and shall be executed by or on behalf of the transferor and by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.
- 39 Every instrument of transfer shall be lodged at the Office for registration accompanied by the certificate relating to the shares to be transferred and such other evidence as the Directors may require in relation thereto. All instruments of transfer which shall be registered shall be retained by the Company, but save where fraud is suspected any instrument of transfer which the Directors may decline to register shall, on demand, be returned to the person depositing the same.

- 40 There shall be paid to the Company in respect of the registration of a transfer and of any Grant of Probate or Letters of Administration, Certificate of Marriage or Death, Power of Attorney or other document relating to or affecting the title to any share or for making of any entry in the Register affecting the title to any share, such fee (if any) as the Directors may from time to time require or prescribe.
- 41 The registration of transfers may be suspended at such times and for such periods as the Directors may, in accordance with the requirements of the Ordinance, from time to time determine and either generally or in respect of any class of shares.
- 42 The Directors may at any time in their absolute discretion decline to register any transfer of any share whether or not it is fully paid. If the Directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferor and transferee notice of the refusal. If the transferor or transferee shall request a statement of reasons for the refusal, the Company must, within 28 days after receiving the request, send such statement to the person who made such request.
- 43 The Directors may also decline to register any transfer unless : -
- (a) the instrument of transfer is in respect of only one class of shares;
 - (b) in the case of a transfer to joint holders, the number of transferees does not exceed four;
 - (c) the shares concerned are free of any lien in favour of the Company; and
 - (d) such other conditions as the Directors may from time to time impose for the purpose of guarding against losses arising from forgery are satisfied.

MEMBER LIMITATION

- 44 No person shall without the sanction of the Board be entitled at any time to be registered as the holder of or be interested in more than one per cent of the issued shares of the Company; and the Board may at any time require from any shareholder a statutory declaration or such other evidence as it may deem adequate to determine that this Article has been complied with.

TRANSMISSION OF SHARES

- 45 In the case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he or she was a sole or only surviving holder, shall be the only persons recognized by the Company as having any title to his or her shares; but nothing herein contained shall release the estate of a deceased holder, whether sole or joint, from any liability in respect of any share solely or jointly held by him or her.
- 46 Any person becoming entitled to shares in the Company in consequence of the death, bankruptcy or winding-up of any member or otherwise by operation of law or by court order shall, upon producing such evidence of his or her title as the Directors may require, have the right either to be registered himself or herself as the holder of the shares upon giving to the Company notice in writing of such his

or her desire or to transfer such shares to some other person. All the limitations, restrictions and provisions of these Articles and the Ordinance relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as if the same were a transfer of shares by a member, including the Directors' right to refuse or suspend registration.

- 47 A person becoming entitled to shares in the Company in consequence of the death, bankruptcy or winding-up of any member or otherwise by operation of law or by court order shall have the right to receive and give a discharge for any dividends or other moneys payable in respect of the shares, but he or she shall have no right to receive notice of or to attend or vote at meetings of the Company, or (save as aforesaid) to any of the rights or privileges of a member in respect of the shares, unless and until he or she shall be registered as the holder thereof, provided always that the Directors may at any time give notice requiring any such person to elect to be registered himself or herself or to transfer the shares, and if the notice is not complied with within sixty days, the Directors may thereafter withhold payment of all dividends or other moneys payable in respect of the shares until the requirements of the notice have been complied with.

ISSUE OF SHARES

- 48 The general meeting resolving upon the creation of any new shares may direct that the same or any of them shall be offered in the first instance to all the holders for the time being of any class of shares issued by the Company, in proportion to the number of shares of such class held by them respectively, or make any other provisions as to the issue and allotment of the new shares, and in default of any such direction, or so far as the same shall not extend, the new shares shall be at the disposal of the Directors, and Article 9 shall apply thereto.
- 49 Subject to any direction or determination that may be given or made in accordance with the powers contained in these Articles, all new shares created pursuant to Article 48 shall be subject to the same provisions herein contained with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as the existing shares of the Company.

ALTERATIONS OF SHARE CAPITAL

- 50 The Company may by ordinary resolution alter its share capital in any one or more of the ways set out in the Ordinance or in any other manner authorized, and subject to any conditions prescribed, by the Statutes.
- 51 The Company may by special resolution reduce its share capital in accordance with the requirements of the Ordinance.
- 52 Where any difficulty arises in regard to any consolidation or division of the Company's shares, the Directors may settle the same as they think expedient and in particular may arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale in due proportion amongst the members who would have been entitled to the fractions, and for this purpose the Directors may authorise some person to transfer the shares representing fractions to the purchaser thereof, who shall not be bound to see to the application of the purchase money nor shall his or her title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

MODIFICATION OF RIGHTS

- 53 Subject to the provisions of the Statutes, all or any of the rights attached to any class of shares for the time being in issue may, at any time, as well before as during liquidation, be altered or abrogated either with the consent in writing of the holders of not less than three-fourths of the issued shares of the class or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class, and all the provisions contained in these Articles relating to general meetings shall apply to every such meeting (with such changes as may be necessary to give effect to this provision), but so that the quorum thereof shall be one person, where the Company only has one member, and two persons, where the Company has two or more members, the person or persons (as the case may be) holding or representing by proxy one-third of the issued shares of the class, and that any holder of shares of the class present in person or by proxy may demand a poll.
- 54 The provisions of the foregoing Article shall apply to the variation or abrogation of the 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.
- 55 Subject to the terms of issue of or rights attached to any shares, the rights or privileges attached to any class of shares shall be deemed not to be varied or abrogated by the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued or by the reduction of the share capital or by the purchase or redemption by the Company of its own shares in accordance with the provisions of the Ordinance and these Articles.

GENERAL MEETINGS

- 56 Except as permitted under the Ordinance, the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year. The annual general meeting shall be held at such time and place as may be determined by the Directors in accordance with the Statutes. All other general meetings shall be called extraordinary general meetings.
- 57 The Directors may whenever they think fit, and shall on requisition in accordance with the Ordinance, proceed to convene an extraordinary general meeting.

NOTICE OF GENERAL MEETINGS

- 58 Subject to the provisions of the Ordinance regarding the requirements for special notice of resolutions, an annual general meeting shall be called by not less than 21 days' notice in writing, and any other general meeting shall be called by not less than fourteen days' notice in writing. The notice 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 place or other places of the meeting), date and time of the meeting, and, in the case of special business, the general nature of that business. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special

resolution. There shall appear on every such notice with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of the member and that a proxy need not be a member of the Company.

59 Notwithstanding that a meeting of the Company is called by shorter notice than that specified in these Articles or required by the Ordinance, it shall be deemed to have been duly called if it is so agreed : -

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

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

PROCEEDINGS AT GENERAL MEETINGS

61 All business shall be deemed special that is transacted at an extraordinary general meeting and at an annual general meeting with the exception of : -

- (a) the consideration of the accounts and balance sheet and the reports of the Directors and other documents required to be annexed to the accounts;
- (b) the declaration of dividends;
- (c) the election of Directors in place of those retiring (if any);
- (d) the election or re-election of the Auditors; and
- (e) the fixing of, or the determination of the method of fixing, the remuneration of the Auditors.

62 No business save the election of a chairman of the meeting shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Where the Company only has one member, that member present in person or by proxy is a quorum for all purposes. However, where the Company has more than one member, two members present in person or by proxy and entitled to vote shall be a quorum for all purposes. Where applicable, in determining attendance for the purposes of quorum, it is immaterial whether members attending the meeting are in the same place as each other. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that, if they have rights to speak and vote at the meeting, they are able to exercise them. A corporation being a member shall be deemed for the purposes of these Articles to be present in person if represented by proxy, representative or in accordance with the provisions of the Ordinance.

- 63 If, within fifteen minutes from the time appointed for the meeting a quorum be not present, the meeting, if convened upon requisition in accordance with the Ordinance, shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day, time and place as the chairman of the meeting may determine. If at such adjourned meeting a quorum be not present within fifteen minutes from the time appointed for the meeting, the members present in person or by proxy shall be a quorum and may transact the business for which the meeting is called.
- 64 The Chairman (if any) of the Board or, in the Chairman's absence, a Deputy Chairman (if any) shall preside as chairman at every general meeting. If there is no such Chairman or Deputy Chairman, or if at any meeting neither the Chairman nor a Deputy Chairman is present within five minutes after the time appointed for holding the meeting, or if neither of them is willing to act as chairman, the Directors present shall choose one of their number to act, or if one Director only is present he or she shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to act as chairman, the persons present and entitled to vote shall elect one of their number to be chairman of the meeting.
- 65 The chairman of any general meeting at which a quorum is present may, with the consent of the meeting, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place or adjourn the meeting without adjourning it to a specific time and place; but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place unless due notice thereof is given or such notice is waived in the manner prescribed by these Articles. When a meeting is adjourned for three months or more, or where a meeting is adjourned without being adjourned to a specific time and place, 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 the business to be transacted thereat. Where a meeting is adjourned without being adjourned to a specific time and place the time and place for the adjourned meeting shall be fixed by the Directors.

VOTING

- 66 (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by : -
- (i) the chairman of the meeting; or
 - (ii) at least five members present in person or by proxy and entitled to vote at the meeting (or each member of the Company, where the Company has fewer than five members); or
 - (iii) any member or members present in person or by proxy and representing at least five per cent of the total voting rights of all members having the right to vote at the meeting.
- (b) Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chairman that a resolution has, on a show of hands,

been carried unanimously or by a particular majority or lost shall be final and conclusive, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact without proof of the number of the votes recorded for or against such resolution.

- 67 A demand for a poll may be withdrawn only with the approval of the chairman of the meeting. If a poll be directed or demanded in the manner above mentioned it shall (subject to the provisions of Article 69 hereof) be taken at such time (being not later than seven days after the date of the demand) and in such manner as the chairman of the meeting may appoint. No notice need be given of a poll not taken immediately. The result of such poll shall be deemed for all purposes to be the resolution of the meeting at which the poll was so directed or demanded.
- 68 In the case of an equality of votes at any general meeting, whether upon a show of hands or on a poll, the chairman of the meeting shall be entitled to a further or casting vote in addition to the votes to which he or she may be entitled as a member or as a representative or proxy of a member.
- 69 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.
- 70 (a) No objection shall be made to the validity of any vote except at a meeting or poll at which such vote shall be tendered and every vote whether given personally or by proxy not disallowed at such meeting or poll shall be deemed valid for all purposes whatsoever of such meeting or poll.
- (b) In case of any dispute as to voting the chairman shall determine the same, and such determination shall be final and conclusive.
- 71 Subject to the provisions of the Ordinance, a resolution in writing, to which all members for the time being entitled to receive notice of and to attend and vote at general meetings have signified their agreement, shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. A member signifies their agreement to a resolution in writing when the Company receives from the member (sent electronically or in hard copy) a document : -

- (a) identifying the resolution to which it relates; and
- (b) indicating the member's agreement to the resolution,

and the document is authenticated by the member or by someone acting on the member's behalf.

For the purposes of this Article 71, a document is authenticated when:

- (a) it is signed by:
 - (i) in the case of a non-corporate member, the member; or
 - (ii) in the case of a corporate member:
 - (1) two directors of the member company;

- (2) a director and a secretary of the member company; or
- (3) a corporate representative of the member company; or
- (iii) in any case, a duly appointed attorney of the member; or
- (b) it includes or is accompanied by a statement detailing the identity of the person providing the authentication,

and in each instance the Company has no reason to doubt the truth or validity of the document or the authority of the person providing the authentication.

- 72 Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of shares, every member who is present in person or by proxy or by duly authorised representative or by attorney at any general meeting shall be entitled, on a show of hands, to one vote only (save that, where a member appoints more than one proxy, the proxies so appointed are not entitled to vote on a show of hands) and, on a poll, to one vote for every fully paid share of which he or she is the holder.
- 73 On a poll, votes may be given either personally or by proxy or by duly authorised representative and a member entitled to more than one vote need not use all his or her votes or cast all the votes he or she uses in the same way.
- 74 A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his or her committee, legal guardian or other person in the nature of a committee or legal guardian appointed by that court, and any such committee, legal guardian or other person may, on a poll, vote by proxy. If any member be a minor, he or she may vote by his or her guardian or one of his or her guardians who may give their votes personally or by proxy.

PROXIES AND CORPORATE REPRESENTATIVES

- 75 A proxy need not be a member of the Company.
- 76 An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may accept, provided that any form issued to a member for use by the member for appointing a proxy to attend and vote at a general meeting shall be such as to enable the member according to his or her intention to instruct the proxy to vote in favour of or against (or, in default of instructions, to exercise his or her discretion in respect of) each resolution.
- 77 The instrument appointing a proxy shall be signed by the appointor, or his or her duly authorised attorney, or if such appointor be a corporation, under its common seal, if any, or signed by some officer, attorney or other person duly authorised in that behalf.
- 78 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 or a copy certified in accordance with the Powers of Attorney Ordinance (Chapter 31 of the Laws of Hong Kong), of such power or authority, shall be deposited at the Office (or at such other place as shall be specified in the notice of meeting or any proxy form or other document accompanying the same) or, if an electronic address is

specified in the notice of meeting or in the instrument of proxy issued by the Company, sent by electronic means to that address (subject to any limitations or conditions specified therein), at least forty-eight hours before the time fixed for holding the meeting at which the person named in such instrument proposes to attend and vote or, in the case of a poll taken more than forty-eight hours after it was demanded, at least twenty-four hours before the time appointed for the taking of the poll; otherwise the person so named shall not be entitled to vote at that meeting (or as the case may be) except with the approval of the chairman of the meeting. No instrument appointing a proxy shall be valid except for the meeting mentioned therein and any adjournment thereof.

- 79 Any member may by power of attorney appoint any person to be his or her attorney for the purpose of attending and voting at any meeting, and such power may be a special power limited to any particular meeting or a general power extending to all meetings at which such member is entitled to vote. Every such power shall be deposited at the Office at least forty-eight hours before the time fixed for holding the meeting at which such attorney proposes to attend and vote or, in the case of a poll taken more than forty-eight hours after it was demanded, at least twenty-four hours before the time appointed for the taking of the poll; otherwise the attorney shall not be entitled to vote at that meeting (or as the case may be) except with the approval of the chairman of the meeting.
- 80 An instrument of proxy may be revoked by forwarding to the Office or, if an electronic address was specified in the relevant notice of meeting or in the instrument of proxy issued by the Company, by sending by electronic means to that address (subject to any limitations or conditions specified therein) written notification of such revocation signed by or on behalf of the person who issued or authorised the issue of the instrument of proxy.
- 81 A vote given in accordance with the terms of an instrument of proxy or power of attorney shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy or power of attorney, or transfer of the shares in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer shall have been received at the Office twenty-four hours at least before the time fixed for holding the meeting, or adjourned meeting, or the taking of the poll, at which the instrument of proxy is used.
- 82 Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company, or at any meeting of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

DIRECTORS

- 83 Unless and until otherwise determined by an ordinary resolution of the Company, the number of Directors shall be not fewer than five and not more than twenty-five.
- 84 A Director need not hold any shares in the Company.

DIRECTORS' REMUNERATION, EXPENSES AND PENSIONS

- 85 The Directors shall be entitled to receive by way of fees for their services as Directors such sum (or its equivalent in any other currency at such rate of exchange as the Board shall determine) and on such terms as the Company in general meeting may from time to time determine. Any sum so determined may be an aggregate sum in respect of the fees for all Directors or a sum in respect of the fees for each individual Director provided that, in the case of an aggregate sum, such sum shall, subject to any special directions of the Company in general meeting, be divided among the Directors in such proportions and in such manner as the Board may from time to time decide. Any fees payable pursuant to this Article shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provisions of these Articles and shall accrue from day to day.
- 86 Each Director shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him or her in or about the performance of his or her duties as Director, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company.
- 87 If by arrangement with the Board any Director shall perform or render any special duties or services outside his or her ordinary duties as a Director, he or she may be paid such reasonable additional remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may from time to time determine, including such committee fees as the Board may from time to time determine.
- 88 The salary or remuneration of any Director appointed to hold any employment or executive office in accordance with the provisions of these Articles may be either a fixed sum of money, or may altogether or in part be governed by business done or profits made or otherwise determined by the Board, and may be in addition to or in lieu of any fee payable to him or her for his or her services as Director pursuant to these Articles.

POWERS OF DIRECTORS

- 89 The business of the Company shall be managed by the Directors who may exercise all such powers of the Company (whether relating to the management of the business of the Company or otherwise) as are not by the Ordinance or by these Articles required to be exercised by the Company in general meeting, subject to any provision in these Articles or the Ordinance and to any resolution, not being inconsistent with any such provision, as may be passed by the Company in general meeting; but no such resolution shall invalidate any prior act of the Directors. The general powers given to the Directors by this Article shall be

in addition to, and not limited or restricted by, any special authority or power given to the Directors by any other Article.

- 90 The Directors may establish any local boards or agencies for managing any of the affairs of the Company, either in Hong Kong or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents for the Company, and may fix their remuneration, and may delegate (with or without power to sub-delegate as the Directors shall determine) to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors, and may authorise the members of any local boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
- 91 (a) The Directors may from time to time and at any time by power of attorney or other instrument appoint any person or body of persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney or other instrument may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit.
- (b) The Directors or a committee (as the case may be) may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in the attorney via a deed.
- 92 The Board may entrust to and confer upon any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.
- 93 Subject to and to the extent permitted by the Ordinance, the Company, or the Directors on behalf of the Company, may cause to be kept in any territory a Branch Register of members resident in such territory, and the Directors may make and vary such regulations as they may think fit respecting the keeping of any such Branch Register.
- 94 (a) The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and unpaid amounts on partly paid shares and to issue debentures, debenture stocks, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. Debentures, debenture stocks, bonds and other securities of the Company may be made assignable free from any equities between the Company and the person to whom the same may be issued, and may be issued with any special privileges as to redemption, surrender, drawings, allotment of shares,

attending and voting at general meetings of the Company, appointment of Directors and otherwise.

- (b) Where any unpaid amount on a partly paid share is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the members or otherwise, to obtain priority over such prior charge.
- 95 The Board on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including any Director or former director of the Company or the relations, connections or dependants of any Director or former director of the Company. A Director or former director of the Company shall not be accountable to the Company or the members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

APPOINTMENT AND REMOVAL OF DIRECTORS

- 96 The Company may, from time to time, by ordinary resolution appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board.
- 97 The Company may by ordinary resolution remove any Director before the end of the Director's term of office notwithstanding anything in these Articles or in any agreement between him or her and the Company (but without prejudice to any right to damages for termination of such agreement not in accordance with the terms thereof), and may, if thought fit, by ordinary resolution, appoint another person in his or her stead.
- 98 The Directors shall have power, exercisable at any time and from time to time, to appoint any other person as a Director, either to fill a casual vacancy or as an addition to the Board. 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.
- 99 The continuing Directors (or a sole continuing Director) 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 these Articles as the necessary quorum of Directors, the continuing Directors (or Director) may, notwithstanding that the number of Directors is below the number fixed pursuant to these Articles as the necessary quorum of Directors (or that there is only one continuing Director), 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. If no Directors are able or willing to act to summon a general meeting, then:
- (a) where the Company has more than one member, any two members may summon a general meeting for the purpose of appointing Directors; and
 - (b) where the Company only has one member, that member may summon a general meeting for the purpose of appointing Directors.

DISQUALIFICATION OF DIRECTORS

100 The office of a Director shall automatically be vacated:-

- (a) if the Director becomes prohibited by law or court order from being a Director;
- (b) if the Director becomes bankrupt or if a receiving order is made against him or her or the Director makes any arrangement or composition with his or her creditors;
- (c) if the Director becomes a lunatic or of unsound mind, or if all the other Directors unanimously resolve that the Director is physically or mentally incapable of performing the functions of a director;
- (d) if the Director resigns his or her office;
- (e) if the Director is removed by an ordinary resolution of the Company;
- (f) if the Director is convicted of an indictable offence;
- (g) if the Director has absented himself or herself (such absence not being with leave from the Board or on the affairs of the Company) from the meetings of the Board for three meetings in succession and the Board has resolved that his or her office be vacated; or
- (h) if the Director acts in contravention of the Company's conflicts of interest policy adopted by the Board from time to time and the Board has resolved that his or her office be vacated.

DIRECTORS' INTERESTS

101 If a Director or an entity connected with a Director is in any way, directly or indirectly, interested in a transaction, arrangement or contract or a proposed transaction, arrangement or contract with the Company that is significant to the Company's business, and the Director's interest is material, the Director shall declare the nature and extent of his or her interest in accordance with the requirements of the Ordinance. A general notice given to the Directors at a directors' meeting or in writing and sent to the Company which complies with all relevant provisions of the Ordinance, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any transaction, arrangement or contract or proposed transaction, arrangement or contract in which a Director or an entity connected with a Director is interested. Without prejudice to the generality of the foregoing, a Director shall give notice to the Company of such matters relating to himself or herself as may be necessary in accordance with the requirements of the Ordinance.

102 A Director may hold any other office or place of profit under the Company (other than the office of Auditor), and he or she or any firm of which he or she is a member may act in a professional capacity for the Company in conjunction with his or her office of Director, for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intended Director shall be disqualified by his or her office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any contract or arrangement entered into by or on behalf of the Company with any Director or

any firm or 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, remuneration or other benefits realised by any such contract or arrangement by reason only of such Director holding that office, or of any fiduciary relationship thereby established.

- 103 A Director may, notwithstanding his or her interest, vote in respect of any contract, arrangement, transaction or any other proposal whatsoever in which he or she is interested or an entity connected with him or her is interested, directly or indirectly, and be counted in the quorum and may retain for his or her own absolute use and benefit all profits and advantages accruing to him or her.
- 104 A Director may hold office as a director in or manager of any other company in which the Company is a shareholder or is otherwise interested, and (subject to any agreement with the Company to the contrary) shall not be liable to account to the Company for any remuneration or other benefits receivable by him or her from such other company. The Board may exercise the voting powers conferred by the shares in any other company held or owned by the Company in such manner in all respects as the Board thinks fit (including the exercise thereof in favour of any resolution appointing the Directors or any of them directors or other officers of such company or voting or providing for the payment of remuneration to the directors of such company) and any Director of the Company may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he or she may be, or be about to be, appointed a director or other officer of such other company and as such is or may become interested in the exercise of such voting rights in the manner aforesaid.

APPOINTMENT OF EXECUTIVE DIRECTORS

- 105 Subject to the provisions of the Ordinance, the Board may from time to time appoint one or more of its body to hold any employment or executive office for such term (subject to the provisions of the Ordinance) and subject to such other conditions as the Board thinks fit. The Board may revoke or terminate any such appointment without prejudice to any claim for damages for breach of contract between the Director and the Company.

CHAIRMAN

- 106 The Board may appoint one of its body as Chairman to preside at every Board meeting at which he or she is present and no more than three other members as Deputy Chairmen, may determine the period for which the Chairman is or they are to hold office and may at any time remove the Chairman or them from office.
- 107 The Board may from time to time entrust to and confer upon the Chairman or a Deputy Chairman separately together or in the alternative such of the powers exercisable by the Board as it may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions, as the Board thinks expedient, and it may confer such powers collaterally with or to the exclusion of or in substitution for all or any of the powers of the Board in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

ROTATION OF DIRECTORS

- 108 Each year one-third of the Directors shall retire from office. If the number of Directors is not a multiple of three, then the number nearest one-third must retire from office. The Directors to retire each year shall be the Directors who have been longest in office since their last election. As between Directors of equal time in office the Directors to retire shall (unless such Directors agree among themselves) be selected from among them by lot. The length of time a Director has been in office shall be computed from his or her last election or appointment whichever is later in date.
- 109 Where a Director retires at a general meeting, the members at the meeting may fill the vacated office by electing thereto the retiring Director or some other person eligible for appointment and in default the retiring Director shall if offering himself or herself for re-election be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost. The retirement shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his or her re-election is put to the meeting and lost and accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.
- 110 Every Director retiring by rotation shall continue to hold office until the termination of the meeting at which his or her successor is elected, and shall be eligible for re-election.
- 111 Subject to the provisions of Article 99, no person, not being a retiring Director, shall, unless recommended by the Board for election, be eligible for election as a Director at a general meeting unless the person or some member (duly qualified to be present and vote at the meeting for which such notice is given) intending to propose him or her has at least 14 days before the meeting left at the Office a notice in writing duly signed and addressed to the Company, signifying his or her candidature for the office or the intention of such member to propose him or her as the case may be.

ALTERNATE DIRECTORS

- 112 A Director shall have the power to nominate any other Director or any other person approved for that purpose by a resolution of the Board to act as an alternate Director in the Director's place during his or her absence, and at the Director's discretion to revoke such nomination, and, on such appointment being made, each alternate Director, whilst so acting, shall exercise and discharge all the functions, powers and duties and undertake all the liabilities and obligations of the Director the person represents, but shall not require any qualification and shall not be entitled to receive any remuneration from the Company. A nomination as an alternate Director shall automatically be revoked if the appointor ceases for any reason to be a Director.
- 113 Notice of all Board and General Meetings shall be sent to every alternate Director as if he or she were a Director and member of the Company until revocation of the person's appointment.

- 114 The appointment of an alternate Director shall be revoked and the alternate Director shall cease to hold office whenever the Director who appointed such alternate Director shall give notice in writing to the Secretary of the Company that he or she revokes such appointment.
- 115 Every person acting as an alternate Director shall while so acting be deemed to be an officer of the Company and shall alone be responsible to the Company for his or her own acts and defaults, and he or she shall not be deemed to be the agent of or for the Director appointing him or her.
- 116 A person who is an alternate Director but not a Director : -
- (a) may be counted as participating for determining whether a quorum is participating (but only if that person's appointor is not participating); and
 - (b) may sign or assent to a written resolution (but only if it is not signed, assented to or to be signed or assented to by that person's appointor).
- 117 No alternate Director may be counted as more than one Director for the purposes mentioned in Article 116(a).

PROCEEDINGS OF DIRECTORS

- 118 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined by the Board, three Directors shall constitute a quorum. Any Director who ceases to be a Director at a meeting of the Board may continue to be present and to act as a Director and be counted in the quorum until the termination of the meeting of the Board if no other Director objects and if otherwise a quorum of Directors would not be present. Matters arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote. A Director or the Secretary may, at any time, summon a meeting of the Directors.
- 119 Notice of a meeting of Directors shall be deemed to be duly given to a Director if it is given to the Director personally, in writing or by word of mouth, or sent to the Director at his or her last known address or any other address given by the Director to the Company for this purpose. A Director may consent to short notice of and may waive notice of any meeting and any such waiver may be retrospective. Notice of a meeting of the Board shall be given to each Director.
- 120 The Chairman, or in the Chairman's absence a Deputy Chairman, shall preside at every meeting of the Board but if all of these be absent, or if there be no Chairman or Deputy Chairman, or if at any meeting the Chairman or a Deputy Chairman be not present within ten minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be chairman of such meeting.
- 121 A resolution in writing signed, or assented to by electronic communication, by all the Directors who are in Hong Kong at the time of circulation of the resolution (provided that number is sufficient to constitute a quorum), or by all the members of a committee for the time being who were in Hong Kong at the time of circulation of the resolution, shall be as effective for all purposes as a resolution of the Directors or, as the case may be, of such committee passed at a meeting

duly convened, held and constituted. Notwithstanding the foregoing a resolution in writing shall be circulated to each Director, whether in Hong Kong or elsewhere at the time of circulation.

- 122 Any Director or member of a committee of the Board may validly participate in a meeting of the Board or a committee of the Board through the medium of telephone or video conference or any other form of communications equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting, or by a series of telephone calls from the chairman of the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is.
- 123 A meeting of the Directors at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Directors generally.
- 124 The Directors may, from time to time, appoint committees consisting of such one or more persons as they think fit, and may delegate all or any of their powers (including without limitation the authority to approve and to execute deeds, powers of attorney and other documents) to any such committee and, from time to time, revoke any such delegation and discharge any such committee wholly or in part. Any committee so appointed shall, in the exercise of the powers so delegated, conform to any regulations that may, from time to time, be imposed upon it by the Directors.
- 125 The meetings and proceedings of any such committee shall be governed (with such changes as may be necessary to give effect to this provision) by the provisions of these Articles regulating the meetings and proceedings of the Directors, insofar as the same are not superseded by any regulations made by the Directors under the last preceding Article.
- 126 All acts done in good faith by any meeting of the Directors or of a committee of Directors, or by any persons acting as Directors shall, notwithstanding that there was some defect in the appointment or continuance in office of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, or had vacated office, be as valid as if every such person had been duly appointed and was qualified and continued to be a Director and had been entitled to vote.

MINUTES

- 127 The Directors shall cause to be entered and kept in books provided for that purpose, minutes of the following: -
 - (a) all appointments of officers;
 - (b) all the names of the Directors present at each meeting of the Directors and of any committee;
 - (c) all orders made by the Directors and committees; and

- (d) all resolutions and proceedings of general meetings and of meetings of the Directors and committees.

Any such minutes of any meeting of the Directors, or of any committee, or of the Company, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting shall be conclusive evidence of the proceedings of such meeting.

THE SEAL

- 128 The Directors may decide by what means and in what form the Seal is to be used.
- 129 The Directors shall provide for the safe custody of the Seal. The Seal shall not be affixed to any instrument except by the authority of the Directors or a committee authorised by the Board on their behalf, and every instrument to which the Seal shall be affixed shall be either (i) signed by one Director and the Secretary or by a second Director or (ii) signed by any person nominated by the Directors for the purpose.
- 130 The Company may exercise all the powers of having official seals conferred by the Ordinance and such powers shall be vested in the Directors.

SECRETARY

- 131 The Directors shall appoint a Secretary of the Company for such period, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.
- 132 Any provision of the Ordinance or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

DIVIDENDS AND RESERVES

- 133 The Company may in general meeting from time to time declare dividends to be paid to members according to their rights and interests in the profits but no dividend shall be declared in excess of the amount recommended by the Directors.
- 134 Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall be declared and paid according to the proportion of the amount paid on the shares in respect of which the dividend is paid and (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the proportionate amount paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article no amount paid on a share in advance of calls shall be treated as paid on the share.
- 135 The Directors may retain any dividend or other monies payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts and liabilities in respect of which the lien exists.

- 136 Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to, on or subsequent to that on which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares.
- 137 No dividend shall be payable except out of the profits of the Company that are available for distribution, and no dividend shall bear interest as against the Company.
- 138 The Directors may, if they think fit, from time to time, resolve to pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company that are available for distribution. The Directors shall declare such dividend on all shares ranking *pari passu* in a single currency (which may be any currency). If at any time the shares of the Company are divided into different classes the Directors may resolve to pay such interim dividends in respect of those shares which confer on the holders thereof deferred or non-preferred rights as well as in respect of those shares which confer on the holders thereof preferential or special rights in regard to dividend, and provided that the Directors act in good faith, they shall not incur any responsibility to the holders of shares conferring a preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferred rights. The Directors may also resolve to pay at half-yearly or at other suitable intervals to be settled by them any dividend which may be payable at a fixed rate if they are of the opinion that the profits of the Company that are available for distribution justify the payment.
- 139 All dividends unclaimed for one year after having become payable may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed, and all dividends unclaimed for six years after having become payable may be forfeited by the Directors and shall revert to the Company. The payment into a separate account of any monies payable in respect of a dividend shall not constitute the Company a trustee in respect thereof for any person.
- 140 Unless otherwise directed any dividend or other monies payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled, or, in the case of joint holders, to the registered address of that one whose name stands first on the Register in respect of the joint holding, or addressed to such person at such address as the holder or joint holders shall direct. Every such cheque or warrant shall, unless the member or person entitled or joint holders otherwise direct, be made payable to the order of the member or person entitled or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of the joint holding. The Company shall not be liable or responsible for any cheque or warrant lost in transmission nor for any dividend or other monies lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant. Payment of the cheque or warrant by the banker on whom it is drawn shall be a good discharge to the Company.

- 141 The Board may direct that payment of any dividend declared may be satisfied wholly or partly by the distribution of assets of any kind, and in particular of fully paid shares or securities or debentures of any other company, or in any one or more of such ways. Where any difficulty arises in regard to such distribution, the Board may settle it as it thinks fit. In particular, the Board may:
- (a) issue fractional certificates (or ignore fractions);
 - (b) fix the value for distribution of such assets or any part thereof and determine that cash payments may be made to any members on the footing of the value so fixed, in order to adjust the rights of members; and
 - (c) vest any such assets in trustees on trust for the persons entitled to the dividend.
- 142 Before recommending a dividend the Directors may set aside any part of the net profits of the Company to one or more reserves, 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 reserves shall be treated as part of the profits of the Company. Such reserves 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 for any other purpose for which the undivided 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 as undivided profit any profit or balance of profit which they shall not think fit to recommend as dividend or to place to reserve.

CAPITALISATION OF PROFITS

- 143 The Company in general meeting may upon the recommendation of the Directors resolve to capitalise all or any part of any amount for the time being standing to the credit of any reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and accordingly that such amount be set free for distribution among the members or any class of members who would be entitled thereto if distributed by way of dividend and in the same proportions, on condition that the same be not paid in cash but be applied as a capitalisation issue either in or towards paying any amounts for the time being unpaid on any shares held by such members respectively or paying amounts on unissued shares or debentures or other securities of the Company to be allotted and distributed credited as fully paid to and amongst such members in the proportion aforesaid, or partly in one way and partly in the other and the Board shall give effect thereto.
- 144 Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the reserves and undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares, debentures or other securities and generally shall do all acts and things required to give effect thereto.
- 145 For the purpose of giving effect to any resolution under Articles 141 and 143 hereof the Directors may settle any difficulty which may arise in regard to the distribution or capitalisation issue as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific

assets, and may determine that cash payments shall be made to any members based upon the value so fixed or that fractions of such value as the Directors may determine may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the distribution or capitalisation issue as may seem expedient to the Directors. The provisions of the Ordinance in relation to the filing of contracts for allotment shall be observed, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the distribution or capitalisation issue, and such appointment shall be effective and binding upon all concerned, and the contract may provide for the acceptance by such persons of the shares, debentures or other securities to be allotted and distributed to them respectively in satisfaction of their claims in respect of the sum so capitalised.

ACCOUNTS AND AUDITORS

- 146 The Directors shall cause proper books of account to be kept and such other books and registers as are necessary to comply with the provisions of the Ordinance.
- 147 The Directors shall from time to time, in accordance with the provisions of the Statutes, cause to be prepared and to be laid before the Company in general meeting such Profit and Loss Accounts, Balance Sheets, Group Accounts (if any) and Reports as are required by the Statutes.
- 148 A copy of every Balance Sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the Directors' Report and a copy of the Auditors' Report, shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to all persons other than members or holders of debentures of the Company, being persons entitled to receive notices of general meetings of the Company:

Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware nor to more than one of the joint holders of any shares or debentures.

- 149 Auditors shall be appointed and their duties regulated in the manner provided by the Ordinance.

NOTICES

- 150 Any notice or other document to be given or issued to the members may be served by the Company upon any member either personally, by sending it by mail, postage prepaid, addressed to such member at his or her registered address, and, in any case where the registered address of a member is outside Hong Kong, by prepaid airmail, or by any form of electronic communication or transmission or in any other form of permitted means of communication.
- 151 Each member shall, from time to time, notify in writing to the Company some place which shall be deemed his or her registered address within the meaning of the last preceding Article.

152 Any notice:

(a) sent by mail:

(i) to an address in Hong Kong shall be deemed to have been served on the second business day following the day on which the notice is mailed; and

(ii) in any other case on the fifth day after the day of mailing; and

(b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent or any longer period as specified in the Ordinance from time to time,

where applicable, proof that the notice was properly addressed and mailed, postage prepaid shall be conclusive evidence that the notice was given.

For this Article 152, "business day" means a day that is not a general holiday or a 'black rainstorm warning day' or 'gale warning day', with each of these terms having the meaning given under the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong).

153 Any person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which, previously to his or her name and address being entered in the Register, shall be duly given to the person from whom he or she derives his or her title to such share.

154 Any notice or document delivered, sent by mail to, left at the registered address of, or sent by electronic communication to any member, in pursuance of these Articles, shall, notwithstanding such member be then deceased or bankrupt, and whether or not the Company has notice of his or her death or bankruptcy, be deemed to have been duly served in respect of any shares held by such member, whether held solely or jointly with other persons by such member, until some other person be registered in his or her stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be conclusive evidence of service of such notice or document on his or her executors, administrators or assigns and all persons (if any) jointly interested with him or her in any such share.

155 Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper, addressed to the Company or to such officer at the Office.

156 The signature to any notice to be given by the Company may be written or printed.

157 Subject to any special provisions contained in these Articles or in the Statutes, all notices required to be given by advertisement shall be advertised in at least one daily Chinese and one daily English newspaper circulating in Hong Kong.

158 In reckoning the period for any notice given under these Articles, the day on which notice is served, or deemed to be served, and the day for which such notice is given shall be excluded.

WINDING UP

- 159 If the Company shall be wound up, the surplus assets remaining after payment to all creditors shall be divided among the members in proportion to the shares held by them respectively. The distribution of any amount under this Article to the holder of any share which at the date of such distribution is not fully paid shall be adjusted so as to ensure that the holder gives credit against such distribution for the amount remaining to be paid on his share. This Article is, however, subject to the rights of the holders of any shares which may be issued on special terms or conditions.
- 160 If the Company shall be wound up, the liquidator (whether voluntary or official) may, with the sanction of a special resolution, divide among the members in specie or kind the whole or any part of the assets of the Company or vest any part of the assets of the Company in trustees upon such trusts for the benefit of the members or any of them as the resolution shall provide. Any such resolution may provide for and sanction a distribution of any specific assets amongst different classes of members otherwise than in accordance with their existing rights, but each member shall in that event have a right of dissent and other ancillary rights in the same manner as if such resolution were a special resolution passed pursuant to section 237 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong).
- 161 In the event of a winding-up of the Company, every member of the Company who is not for the time being in Hong Kong shall be bound, within fourteen days after the passing of an effective resolution to wind up the Company voluntarily, or within the like period after the making of an order for the winding up of the Company, to serve notice in writing on the Company appointing some person resident in Hong Kong upon whom all summonses, notices, processes, orders and judgements in relation to or under the winding-up of the Company may be served and, in default of such nomination, the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee shall be deemed to be a good personal service on such member for all purposes, and where the liquidator makes any such appointment the liquidator shall, with all convenient speed, give notice thereof to such member by advertising in the Hong Kong Government Gazette or by a registered letter sent through the post and addressed to such member at his or her address as appearing in the Register, and such notice shall be deemed to be served on the day on which the advertisement appears or the letter is posted.

INDEMNITY

- 162 (a) Subject to Article 162(b), the Directors, Auditors, Secretary and other officers for the time being of the Company shall be indemnified out of the Company's assets against any liability incurred by them or any of them as the holder of any such office or appointment to a person other than the Company or an associated company of the Company in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or associated company (as the case may be).
- (b) Article 162(a) shall not apply to:
- (i) any liability of a Director to pay:

- (1) a fine imposed in criminal proceedings; or
- (2) a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature; or
- (ii) any liability incurred by a Director:-
 - (1) in defending criminal proceedings in which the Director is convicted;
 - (2) in defending civil proceedings brought by the Company, or an associated company, in which judgment is given against the Director;
 - (3) in defending civil proceedings brought on behalf of the Company by a member of the Company or of an associated company of the Company in which judgment is given against the Director;
 - (4) in defending civil proceedings brought on behalf of an associated company of the Company by a member of the associated company or by a member of an associated company of the associated company in which judgment is given against the Director; or
 - (5) in connection with an application for relief under sections 903 or 904 of the Ordinance in which the Court refuses to grant the Director relief; or
- (iii) any liability incurred by an Auditor to the extent such liability is not permitted to be indemnified by the Company pursuant to the Ordinance.
- (c) A reference in Article 162(b)(ii) to a conviction, judgment or refusal of relief is a reference to the final decision in the proceedings.
- (d) For the purposes of Article 162(c), a conviction, judgment or refusal for relief:
 - (i) if not appealed against, becomes final at the end of the period for bringing an appeal; or
 - (ii) if appealed against, becomes final when the appeal, or any further appeal, is disposed of.
- (e) For the purposes of Article 162(d), an appeal is disposed of if:
 - (i) it is determined, and the period for bringing any further appeal has ended; or
 - (ii) it is abandoned or otherwise ceases to have effect.