



**Notice of Annual General Meeting,
Re-election of Retiring Directors,
General Mandates to Issue and Buy Back Shares and
Amendments to the Articles of Association**

**股東周年大會通告、
重選行將屆滿退任的董事、
發行及回購股份的一般性授權
及修訂組織章程細則**

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

此乃要件 請即處理

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

閣下如對本通函的任何內容或應採取的行動有任何疑問，應諮詢閣下的股票經紀、其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

If you have sold or transferred all your shares in The Hongkong and Shanghai Hotels, Limited (the "Company"), you should at once hand this circular and the attached proxy form to the purchaser or transferee or to the bank, stockbroker, or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

閣下如已售出或轉讓名下所有的香港上海大酒店有限公司(「本公司」)股份，應立即將本通函及隨附的代表委任表格送交買主或承讓人，或經手買賣或轉讓的銀行、股票經紀或其他代理商，以便轉交買主或承讓人。

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this circular, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this circular.

香港交易及結算有限公司及香港聯合交易所有限公司對本通函的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本通函全部或任何部分內容而產生或倚賴該等內容而引致的任何損失承擔任何責任。

The notice convening the Annual General Meeting of the Company to be held at The Peninsula Hong Kong, Salisbury Road, Kowloon, Hong Kong on Friday, 21 May 2021 at 12:00 noon (the "AGM") is set out on pages 3 to 5 of this circular. Shareholders are advised to read the notice and to complete and return the attached proxy form in accordance with the instructions printed thereon as soon as possible and in any event so that it arrives not less than 24 hours before the time of the meeting.

本公司將於2021年5月21日(星期五)正午12時假座香港九龍梳士巴利道香港半島酒店舉行股東周年大會(「股東周年大會」)，召開大會的通告載於本通函第3至5頁。務請各股東細閱通告並儘速按照所列印的指示填妥及交回隨附的代表委任表格，惟無論如何不得遲於大會舉行時間24小時前交回。

14 April 2021

2021年4月14日

PRECAUTIONARY MEASURES FOR THE AGM

To safeguard the health and safety of shareholders and to prevent the spread of COVID-19, the Company will implement the following precautionary measures at the AGM:

- (1) Compulsory temperature screenings/checks
- (2) Wearing of face masks
- (3) No distribution of gifts
- (4) No refreshments will be served

Attendees who do not comply with the precautionary measures referred to in (1) and (2) may be denied entry into the meeting venue at the absolute discretion of the Company as permitted by law.

For the health and safety of shareholders, the Company would like to encourage shareholders to exercise their right to vote at the AGM by appointing the Chairman of the AGM as their proxy instead of attending AGM in person.

股東周年大會的預防措施

為保障股東的健康及安全以及預防新型冠狀病毒蔓延，本公司於股東周年大會將實施以下預防措施：

- (1) 強制體溫篩檢／測量
- (2) 佩戴口罩
- (3) 不會派發禮品
- (4) 不設茶點招待

在法律許可範圍內，本公司有絕對酌情權拒絕不遵守上述第(1)及(2)項預防措施的出席者進入大會會場。

為股東健康及安全著想，本公司謹此鼓勵股東委託股東周年大會的主席作為其代表，以行使其於股東周年大會的投票權，而無需親身出席股東周年大會。

CONTENTS

Precautionary Measures for the Annual General Meeting	1
Chairman’s letter	2
Notice of Annual General Meeting	3
Business of Annual General Meeting	6
Appendix I – Details of retiring Directors Proposed for Re-election	8
Appendix II – Explanatory Statement on Share Buy-Back Mandate	12
Appendix III – Amendments to the Articles of Association	13

PRECAUTIONARY MEASURES FOR THE ANNUAL GENERAL MEETING

To safeguard the health and safety of shareholders and to prevent the spread of COVID-19, the Company will implement the following precautionary measures at the AGM:

- (1) There will be compulsory temperature screenings/checks for all attendees. Any attendees with a body temperature above the reference range quoted by the Department of Health from time to time, or is exhibiting flu-like symptoms may be denied entry into the AGM venue and be requested to leave the AGM venue.
- (2) Every attendee will be required to wear a face mask throughout the AGM and to sit at a distance from other attendees.
- (3) No gifts will be distributed.
- (4) No refreshments will be served.

Attendees who do not comply with the precautionary measures referred to in (1) and (2) may be denied entry into the meeting venue at the absolute discretion of the Company as permitted by law.

Due to the constantly evolving COVID-19 pandemic situation in Hong Kong, the Company may be required to change the AGM arrangements at short notice. Shareholders should check the Company website at www.hshgroup.com for further announcements and updates on the AGM arrangements.

Voting by proxy in advance of the AGM: The Company does not in any way wish to diminish the opportunity available to shareholders to exercise their rights and to vote, but is conscious of the pressing need to protect shareholders from possible exposure to COVID-19. **For the health and safety of shareholders, the Company would like to encourage shareholders to exercise their right to vote at the AGM by appointing the Chairman of the AGM as their proxy instead of attending the AGM in person. Physical attendance is not necessary for the purpose of exercising shareholder rights. Completion and return of the proxy form will not preclude shareholders from attending and voting in person at the AGM or any adjournment thereof should they subsequently so wish.**

Appointment of proxy by non-registered shareholders: Non-registered shareholders whose shares are held through banks, brokers, custodians or the Hong Kong Securities Clearing Company Limited should consult directly with their banks or brokers or custodians (as the case may be) to assist them in the appointment of proxy.

The deadline to submit completed proxy forms is Thursday, 20 May 2021 at 12:00 noon (24 hours before the time of the meeting). Completed proxy forms must be deposited at the Company's share registrar, Computershare Hong Kong Investor Services Limited, 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

If shareholders have any questions relating to the AGM, please contact Computershare Hong Kong Investor Services Limited, the Company's share registrar, as follows:

Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai, Hong Kong
Telephone: (852) 2862 8555
Facsimile: (852) 2865 0990
Online Enquiries: www.computershare.com/hk/en/online_feedback



THE HONGKONG AND SHANGHAI HOTELS, LIMITED
香港上海大酒店有限公司

(Incorporated in Hong Kong with limited liability)
(Stock Code: 00045)

Directors

Non-Executive Chairman

The Hon. Sir Michael Kadoorie

Non-Executive Deputy Chairman

Andrew Clifford Winawer Brandler

Executive Directors

Managing Director and Chief Executive Officer

Clement King Man Kwok

Chief Operating Officer

Peter Camille Borer

Chief Financial Officer

Christopher Shih Ming Ip

Registered Office

8th Floor, St. George's Building

2 Ice House Street

Central

Hong Kong

Dear Shareholders,

On behalf of the Board, it is my pleasure to inform you that our annual general meeting will be held at The Peninsula Hong Kong, Salisbury Road, Kowloon, Hong Kong on Friday, 21 May 2021 at 12:00 noon (the "AGM").

Notice and information regarding the business to be considered at the AGM are set out in this circular. A proxy form for use at the AGM is attached. Shareholders are strongly encouraged to cast their votes by submitting a proxy form appointing the Chairman of the AGM as their proxy. Whether or not you intend to attend the AGM, you are advised to complete the proxy form and return it to the Company's share registrar, Computershare Hong Kong Investor Services Limited, as soon as possible, but in any case, to arrive no later than 24 hours before the time of the meeting. Completion and return of the proxy form will not preclude you from attending and voting in person at the AGM and at any adjournment thereof, should you so wish to do so.

The Board considers that the proposed resolutions as set out in the notice of AGM are in the best interests of the Company and its shareholders, and recommends you to vote in favour of the resolutions.

I will demand that each of the proposed resolutions be voted on by way of a poll. The results of the poll will be posted on the websites of the Company and the Stock Exchange after the market closes on the day of the AGM.

Yours faithfully,

The Hon. Sir Michael Kadoorie

Chairman

14 April 2021

Non-Executive Directors

William Elkin Mocatta

John Andrew Harry Leigh

Nicholas Timothy James Colfer

James Lindsay Lewis

Philip Lawrence Kadoorie

Independent Non-Executive Directors

Dr the Hon. Sir David Kwok Po Li

Patrick Blackwell Paul

Pierre Roger Boppe

Dr William Kwok Lun Fung

Dr Rosanna Yick Ming Wong

Dr Kim Lesley Winser

Ada Koon Hang Tse

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General Meeting of shareholders of The Hongkong and Shanghai Hotels, Limited (the “Company”) will be held at The Peninsula Hong Kong, Salisbury Road, Kowloon, Hong Kong on Friday, 21 May 2021 at 12:00 noon (the “AGM”) for the following purposes:

1. to receive and consider the audited financial statements and the reports of the Directors and independent auditor for the year ended 31 December 2020;
2. to re-elect retiring Directors; and
3. to re-appoint KPMG as independent auditor of the Company and authorise the Directors to fix its remuneration.

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

ORDINARY RESOLUTIONS

4. **“THAT:**

- (a) subject to paragraph (c), a general mandate be unconditionally granted to the Directors of the Company to exercise during the Relevant Period all the powers of the Company to allot, issue and deal with additional shares in the Company and to make or grant offers, agreements, options or warrants (including securities convertible into shares of the Company) which would or might require the exercise of such powers;
- (b) the mandate in paragraph (a) shall authorise the Directors of the Company during the Relevant Period to make or grant offers, agreements, options and rights which would or might require the exercise of such powers after the end of the Relevant Period;
- (c) the total number of shares of the Company allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) by the Directors of the Company pursuant to the mandate in paragraph (a),

otherwise than pursuant to (i) a Rights Issue, or (ii) any option scheme or similar arrangement for the time being adopted for the grant or issue to officers and/or employees of the Company and/or any of its subsidiaries of shares or rights to acquire shares of the Company, or (iii) any scrip dividend or similar arrangement pursuant to the Articles of Association of the Company from time to time, shall not exceed 20% of the total number of shares of the Company in issue at the date of passing this Resolution (subject to adjustment in the case of any subdivision and consolidation of shares after the passing of this Resolution) and the said mandate shall be limited accordingly; and

(d) for the purpose of this Resolution:

‘Relevant Period’ means the period from the passing of this Resolution until whichever is the earlier of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by law to be held; or
- (iii) the date on which the authority given under this Resolution is revoked or varied by an ordinary resolution of the shareholders in general meeting.

‘Rights Issue’ means an offer of shares or an issue of options, warrants or other securities giving the right to subscribe for shares, open for a period fixed by the Directors of the Company to holders of shares of the Company or any class thereof on the register on a fixed record date in proportion to their then holdings of such shares or class thereof (subject to such exclusion or other arrangements as the Directors of the Company may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory outside Hong Kong).”

NOTICE OF ANNUAL GENERAL MEETING

5. **“THAT:**

(a) a general mandate be unconditionally granted to the Directors of the Company to exercise during the Relevant Period all the powers of the Company to buy back or otherwise acquire shares of the Company in accordance with all applicable laws and the requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, provided that the total number of shares so bought back or otherwise acquired shall not exceed 10% of the total number of shares of the Company in issue at the date of passing this Resolution (subject to adjustment in the case of any subdivision and consolidation of shares after the passing of this Resolution); and

(b) for the purpose of this Resolution:

‘Relevant Period’ means the period from the passing of this Resolution until whichever is the earlier of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by law to be held; or
- (iii) the date on which the authority given under this Resolution is revoked or varied by an ordinary resolution of the shareholders in general meeting.”

6. **“THAT,** subject to the passing of Resolutions 4 and 5 set out in the notice of this meeting, the total number of shares of the Company which are bought back or otherwise acquired by the Company pursuant to Resolution 5 shall be added to the total number of shares of the Company which may be issued pursuant to Resolution 4.”

As special business, to consider and, if thought fit, pass with or without modification the following resolution as a special resolution:

SPECIAL RESOLUTION

7. **“THAT:**

(a) the Articles of Association of the Company be amended to reflect the proposed amendments described in Appendix III to the circular of the Company dated 14 April 2021 and any ancillary or related adjustments or amendments approved by the Directors be and are hereby approved, and such amended Articles of Association (a copy of which has been produced to the meeting and marked “A” and initiated by the Chairman of the meeting for the purpose of identification) be adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association; and

(b) any Director or the Company Secretary of the Company be authorised to do all such acts, deeds, and things and execute all documents as he or she considers necessary or desirable to give effect and to implement the adoption of the new Articles of Association of the Company.”

By Order of the Board

Christobelle Liao

Company Secretary

14 April 2021

Notes:

1. A shareholder may appoint separate proxies to attend, speak and vote in his/her stead at the AGM provided that each proxy is appointed to represent the respective number of shares held by the shareholder as specified in the relevant proxy forms. The proxy does not need to be a shareholder of the Company.
2. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of members in respect of the joint holding.
3. In order to be valid, the proxy form together with the power of attorney or other authority (if any) under which it is signed or a certified copy of that power of attorney or authority must be deposited at the Company's share registrar, Computershare Hong Kong Investor Services Limited, 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, at least 24 hours before the time appointed for holding the AGM.
4. The register of members of the Company will be closed from Monday, 17 May 2021 to Friday, 21 May 2021, both days inclusive, during which period the registration of transfer of shares will be suspended. To be entitled to attend, speak and vote at the AGM, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for registration no later than 4:30pm on Friday, 14 May 2021.
5. The retiring Directors are (i) Dr the Hon. Sir David Li, Mr John Leigh, Mr Nicholas Colfer, Ms Ada Tse, Mr James Lewis and Mr Philip Kadoorie; and (ii) Mr Christopher Ip who was appointed as a Director on 18 January 2021. They will retire at the AGM and, being eligible, have agreed to offer themselves for re-election. The re-election of these retiring Directors will be voted on individually by shareholders. Details of the Directors proposed to be re-elected at the AGM are set out in Appendix I of the circular to the shareholders dated 14 April 2021 (AGM Circular).
6. Resolution 7 above is a special resolution to amend the Articles of Association of the Company in order to provide flexibility in relation to the conduct of general meetings and for other housekeeping purposes. The proposed amendments to the Articles of Association of the Company are set out in Appendix III to the AGM Circular.
7. Detailed information on other business to be transacted at the AGM is set out in the AGM Circular.
8. At the AGM, the Chairman will demand each of the above resolutions be voted on by way of a poll in accordance with Article 58 of the Articles of Association of the Company. The results of the poll will be posted on the websites of the Company and the Stock Exchange after the market closes on the day of the AGM.
9. In the event of a typhoon signal no. 8 or above, extreme conditions caused by super typhoons, or a black rainstorm warning signal is in force in Hong Kong at any time between 9:00am and 12:00 noon on the day of the AGM, the AGM may be postponed to a later date and/or time as determined by the Company.

If postponed, the Company will, as soon as practicable, post an announcement on the websites of the Company and the Stock Exchange to notify shareholders that the meeting has been postponed (however, a failure to post such a notice shall not affect the postponement of such meeting). Shareholders may also call the Company's telephone hotline at (852) 2840 7788 during business hours from 9:00am to 5:30pm to enquire whether the meeting has been postponed.

The Company will post a further announcement on the websites of the Company and the Stock Exchange to notify the shareholders the date, time and location of the postponed meeting once it has been fixed.

Shareholders should in any event exercise due care and caution when deciding to attend the AGM in adverse weather conditions.
10. For health and safety of the shareholders, seating at the AGM will be arranged so as to reduce interaction between participants. As a result, there will be limited capacity for Shareholders to attend the AGM. Shareholders attending the AGM may be denied entry into and required to leave the venue if any safety regulation or related precautionary measures cannot be complied with.
11. Due to the constantly evolving COVID-19 pandemic situation in Hong Kong, the Company may be required to change the AGM arrangements at short notice. Shareholders should check the Company website at www.hshgroup.com for further announcements and updates on the AGM arrangements.

BUSINESS OF ANNUAL GENERAL MEETING

Resolution 1 – Receiving the Audited Financial Statements

The audited financial statements of the Company and the reports of the Directors and independent auditor for the year ended 31 December 2020 are set out in the 2020 Annual Report which is available in English and Chinese on the Company website at www.hshgroup.com and the Stock Exchange website at www.hkexnews.hk.

The financial statements have been reviewed by the Audit Committee and audited by KPMG.

Resolution 2 – Re-election of Retiring Directors

In accordance with the Articles of Association of the Company, (i) Dr the Hon. Sir David Li, Mr John Leigh, Mr Nicholas Colfer, Ms Ada Tse, Mr James Lewis and Mr Philip Kadoorie; and (ii) Mr Christopher Ip who was appointed as a Director on 18 January 2021 will retire at the AGM and, being eligible, have agreed to offer themselves for re-election. Sir David and Ms Tse will seek re-election as Independent Non-Executive Directors (“INEDs”).

In nominating the INEDs, the Nomination Committee (the “Committee”) has considered the perspectives, skills and experience of the two INEDs seeking re-election and their contribution to the diversity of the Board. Sir David is a prominent Hong Kong banker, having held senior executive level positions at various pre-eminent Hong Kong and overseas companies. Sir David’s rich and varied experience enables him to bring a unique viewpoint to the Board. His expertise in multiple sectors provides a diverse skillset covering the entire spectrum of the group’s business. Ms Tse has both a legal and a financial services background, enabling her to bring a unique combination of skills to the Board. The wide breadth of knowledge and diversity of their experiences make each of the retiring INEDs invaluable members of, and active contributors to, the Board.

In addition, the Committee has assessed and reviewed the independence of Sir David and Ms Tse based on the independence guidelines set out in rule 3.13 of the Rules Governing the Listing of Securities on the Stock Exchange (the “Listing Rules”). The Committee continues

to believe that it is not appropriate to apply an arbitrary period of service beyond which a director is assumed to have lost his/her independence. In the case of Sir David, for instance, the Committee is of the view that although he has been on the Board for over nine years, this does not and would not affect his independent judgement. Sir David has consistently brought value to the Board as he maintains an independent mindset and brings the right experience and is prepared to challenge the Board in a constructive fashion. It is noted that Sir David and Ms Tse do not hold any cross directorships or have significant links with other Directors through involvements in other companies or bodies that could give rise to conflicts of interests in the role of INED of the Company and which could likely affect their independent judgement. Based on the above, the Committee has affirmed that the retiring INEDs remain independent. Furthermore, the Board has also reviewed the time spent for performing their duties and considered that they are able to devote sufficient time and attention to the Company’s affairs.

The Committee considered that all of the Directors up for re-election continue to contribute to the Board based on their respective experience and their commitment roles.

Based on the confirmations from INEDs and the review undertaken, the Committee recommended the re-election of the retiring Directors to the Board. The Board endorsed the nomination by the Committee and recommended them to stand for re-election at the AGM. All the retiring Directors abstained from voting at the Committee and Board meetings when considering their re-election. Re-election of Directors will be individually voted on by shareholders.

Details of the retiring Directors proposed for re-election at the AGM are set out in Appendix I of this circular.

Resolution 3 – Re-appointment of Auditor and Fixing of Auditor’s Remuneration

The Audit Committee has assessed the performance and remuneration of the independent auditor, KPMG, and recommended to the Board (which endorsed the view) that, subject to shareholders’ approval at the AGM, KPMG be re-appointed as the independent auditor of the Company for 2021 and Directors be authorised to fix its remuneration.

Resolutions 4 to 6 – General Mandates to Issue and Buy Back Shares

At the annual general meeting of the Company held on 14 May 2020, ordinary resolutions were passed giving general mandates to Directors (i) to allot, issue and otherwise deal with shares equal to 20% of the total number of shares of the Company in issue at 14 May 2020, plus the aggregate number of shares bought back by the Company and (ii) to buy back shares of the Company on the Stock Exchange up to 10% of the total number of shares of the Company in issue as at 14 May 2020.

Under the terms of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (the “Companies Ordinance”) and Listing Rules, these general mandates will lapse at the conclusion of the AGM, unless renewed at that meeting. Resolutions will be proposed at the AGM to give the Directors the mandates to allot or issue new shares or to grant rights to subscribe for or convert to new shares and buy back shares in accordance with the terms of those resolutions.

Based on the 1,649,434,206 shares in issue as at 8 April 2021, being the latest practicable date prior to the printing of this circular (the “Latest Practicable Date”) (and assuming that there is no change in respect of the total number of shares of the Company in issue after the Latest Practicable Date and up to the passing of the relevant resolution), the Directors will be authorised under the general mandate to issue a maximum of 329,886,841 shares, subject to adjustment in the case of any subdivision and consolidation of shares after the AGM.

The Explanatory Statement required by the Listing Rules to be sent to shareholders in connection with the proposed general mandate for the share buy-back is set out in Appendix II of this circular.

Resolution 7 – Amendments to the Articles of Association

The Board proposes to amend the Articles of Association of the Company (the “Articles”) to allow the Company the flexibility to hold general meetings as hybrid meetings where Shareholders may participate by means of

electronic facilities in addition to physical attendance. The proposed amendments also set out other related powers of the Board and the Chairman of the general meeting, including making arrangements for attendance at the meetings. Other minor amendments to the Articles are also made for corresponding as well as housekeeping changes.

The principal amendments proposed can be broadly summarised as follows:

- (a) to allow all general meetings to be held in hybrid format (physical and by electronic means);
- (b) to include additional details to be specified in a notice of general meeting to allow general meetings to be held at one or more meeting locations, or in hybrid format;
- (c) to allow for general meetings to be held in multiple locations or in hybrid format at the same time and to amend the powers of the Board and the Chairman relating to these arrangements;
- (d) to allow the execution and delivery of instruments appointing proxies by electronic means and authentication processes;
- (e) to provide for voting by electronic means;
- (f) to insert new definitions and make consequential changes relating to the amendments proposed; and
- (g) other ancillary and housekeeping amendments to the Articles.

Given the number of changes proposed, it is proposed that the amendments to the Articles be adopted and consolidated through the adoption of a new set of articles of association (the “New Articles”) which will replace the existing Articles. Further details of the proposed amendments to the existing Articles to be implemented through the adoption of the New Articles, are set out in Appendix III to this circular.

The legal advisers to the Company have confirmed that the proposed amendments to Articles comply with the requirements of the Listing Rules and the laws of Hong Kong. The Company also confirms that there is nothing unusual about the proposed amendments for a company listed in Hong Kong.

APPENDIX I

Details of retiring Directors Proposed for Re-election

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

Independent Non-Executive Director

Dr the Hon. Sir David Kwok Po Li [®]

Age: 82 Appointed: October 1987

Key strengths and experience

Sir David is a prominent Hong Kong banker, having held senior executive level positions at various pre-eminent Hong Kong and overseas companies. Sir David's rich and varied experience enables him to bring a unique viewpoint to the Board. His expertise in multiple sectors provides a diverse skillset covering the entire spectrum of the group's business. Sir David has also served as an Independent Non-Executive Director of PCCW Limited and Guangdong Investment Limited until December 2018 and March 2021 respectively.

Titles, qualifications and education

GBM, GBS, OBE, JP, MA Cantab. (Economics & Law), Hon. LLD (Cantab), Hon. DSc. (Imperial), Hon. LLD (Warwick), Hon. DBA (Edinburgh Napier), Hon. D.Hum. Litt. (Trinity, USA), Hon. LLD (Hong Kong), Hon. DSocSc (Lingnan), Hon. DLitt (Macquarie), Hon. DSocSc (CUHK), FCA, FCPA, FCPA (Aust.), FCIB, FHKIB, FBCS, CITP, Officier de l'Ordre de la Couronne, Grand Officer of the Order of the Star of Italian Solidarity, The Order of the Rising Sun, Gold Rays with Neck Ribbon, Commandeur dans l'Ordre National de la Légion d'Honneur, Fellow of the Hong Kong Academy of Finance

Other major offices

The Bank of East Asia, Limited# (Executive Chairman)
The Hong Kong and China Gas Company Limited# (Independent Non-Executive Director)
San Miguel Brewery Hong Kong Limited# (Independent Non-Executive Director)
Vitasoy International Holdings Limited# (Independent Non-Executive Director)
The Friends of Cambridge University in Hong Kong Limited (Founding Chairman)
The Salvation Army, Hong Kong and Macau Command (Advisory Board Chairman)
St. James' Settlement (Executive Committee Chairman)
Council of the Treasury Markets Association (Member)

Non-Executive Director

John Andrew Harry Leigh [®] [®]

Age: 67 Appointed: May 2006

Key strengths and experience

A long-serving non-executive director of the company, Mr Leigh has extensive knowledge of the hospitality industry. Mr Leigh is a solicitor with a background in private practice and has previously served as in-house senior legal advisor to the CLP group. He brings wide-ranging corporate governance and board-level global market experience across a number of industries, including property, aviation and utilities, with particular expertise in risk management and compliance.

Titles, qualifications and education

Graduate of Universities of London, Surrey and Macau
Solicitor of Hong Kong, England & Wales and Australia

Other major offices

CLP Holdings Limited# (Non-Executive Director)
Sir Elly Kadoorie & Sons Limited* (Director)
Metrojet Limited (Director)
Heliservices (Hong Kong) Limited (Director)

Governance Board Committees

(A) Audit Committee

(N) Nomination Committee

Other Board Committees

(E) Executive Committee

(F) Finance Committee

The securities of these companies are currently listed on the Hong Kong Stock Exchange

* Sir Elly Kadoorie & Sons Limited oversees a number of Kadoorie family interests in Hong Kong and overseas and, as such, is associated with the substantial shareholders of the company

Non-Executive Director

Nicholas Timothy James Colfer

Age: 61 Appointed: May 2006

Key strengths and experience

Mr Colfer has more than 35 years of experience in corporate management in the Asia Pacific region, principally in real estate, manufacturing and distribution. His tenure on the Board has provided Mr Colfer with a deep understanding of the group's business and the wider industry environment in which it operates. This, combined with his board-level experience in several other Hong Kong organisations, enables him to provide constructive leadership and support to the Board and wider management team.

Titles, qualifications and education

BA and MA, University of Oxford

Other major offices

Tai Ping Carpets International Limited# (Chairman)
Sir Elly Kadoorie & Sons Limited* (Director)

Other information

Director of one of the group's entities

Independent Non-Executive Director

Ada Koon Hang Tse [Ⓐ]

Age: 54 Appointed: December 2017

Key strengths and experience

Ms Tse has both a legal and a financial services background, enabling her to bring a unique combination of skills to the Board. A former lawyer at Sullivan and Cromwell in New York, Ms Tse also previously worked in financial advisory services and equity capital markets at Morgan Stanley in New York and Hong Kong. She currently serves as a Senior Advisor to PineBridge Investments Asia (formerly, AIG Investments Asia). She joined AIG in 1996 and was President and Chief Executive Officer of AIG Investments Asia before assuming an advisory role in 2011.

Titles, qualifications and education

BA in Applied Mathematics, Harvard University
JD, Harvard Law School

Other major offices

Solicitors Disciplinary Tribunal Panel of
HKSAR Government (Member)
Advisory Committee on Arts Development of
HKSAR Government (Member)
Municipal Services Appeals Board of
HKSAR Government (Member)

Other information

Ms Tse runs her family's YangTse Foundation focusing on supporting education and arts initiatives.

Non-Executive Director

James Lindsay Lewis

Age: 46 Appointed: December 2017

Key strengths and experience

Mr Lewis has experience in private equity, hotels, charity and aviation operations and currently serves on the Boards of private companies in the UK and Hong Kong. He has also served as an Independent Non-Executive Director of Hong Kong Aircraft Engineering Company Limited which was privatised in November 2018.

Titles, qualifications and education

Executive MBA program, Kellogg-HKUST
Master of Aviation Management, The University of
Newcastle, Australia
Certification of Hospitality Management, Cornell
University, U.S.A.
Member of The Society of Trust and Estate Practitioners

Other major offices

Sir Elly Kadoorie & Sons Limited* (Director)

APPENDIX I

Non-Executive Director

Philip Lawrence Kadoorie

Age: 29 Appointed: December 2017

Key strengths and experience

Mr Kadoorie oversees a number of Kadoorie family interests in Hong Kong and overseas. Prior to his appointment to the Board, Mr Kadoorie completed various internships in commercial property companies in London and at CLP Group in Hong Kong. He holds two other Board positions and has developed strong expertise in the property sector.

Titles, qualifications and education

BSc in Communication, Boston University
FAA Commercial Pilot's License (Helicopter)

Other major offices

CLP Holdings Limited# (Non-Executive Director)
Sir Elly Kadoorie & Sons Limited* (Director)

Other information

Son of The Hon. Sir Michael Kadoorie
Nephew of Mr Ronald James McAulay,
Honorary Life President

Executive Director

Chief Financial Officer

Christopher Shih Ming Ip [®]

Age: 51 Appointed: January 2021

Key strengths and experience

Mr Ip's background is in international investments, real estate transactions and corporate finance. Prior to joining HSH he worked for Phoenix Property Investors as Chief Financial Officer and Grosvenor Asia Pacific as Finance Director. He also worked for Jardine Matheson Group, Morgan Stanley and Deutsche Bank in New York and Hong Kong. In his new role as the company's Chief Financial Officer, Mr Ip brings valuable expertise to the group as it seeks to maximise the value of its investments.

Titles, qualifications and education

BA in International Relations, Brown University
MBA, London Business School

Other information

Director of the majority of the group's entities

Other information on the retiring Directors proposed for re-election is set out below:

1. Unless otherwise disclosed in the individual retiring Directors' information, they (i) do not hold any other position with the Company or its subsidiaries; (ii) have not held any directorships in any listed companies in Hong Kong or overseas in the last three years; and (iii) do not have any relationships with any Directors, members of senior management or substantial or controlling shareholders of the Company.
2. Among the seven retiring Directors, Dr the Hon. Sir David Li, Mr John Leigh and Mr Philip Kadoorie have interests in the shares of the Company within the meaning of Part XV of the Securities and Futures Ordinance as at 31 December 2020. Their interests are disclosed in "Interests of Directors" in the Directors' Report of the Company's 2020 Annual Report and have remained unchanged as at the Latest Practicable Date.
3. The Company has entered into a service contract with Mr Christopher Ip and letters of appointments with the remaining retiring Directors. The terms of appointment are detailed in their respective service contract and letters of appointment. After they have been re-elected at the AGM, they are subject to retirement at the conclusion of the third annual general meeting following their appointments and to re-election at the annual general meetings of the Company in accordance with the Articles of Association of the Company.
4. The Directors' remuneration paid for the year ended 31 December 2020 to the retiring Directors other than Mr Christopher Ip are set out in the Remuneration Committee Report of the Company's 2020 Annual Report. Their remuneration was reviewed by the Remuneration Committee with reference to market benchmarks and taking into account relevant responsibilities and workload. The remuneration of Mr Ip is set out in the Company's announcement dated 9 October 2020.
5. Save for the information set out above, there are no other matters relating to the retiring Directors that need to be brought to the attention of the shareholders of the Company and there is no other information which is required to be disclosed pursuant to rule 13.51(2) of the Listing Rules.

APPENDIX II

Explanatory Statement on Share Buy-Back Mandate

The following is the Explanatory Statement required to be sent to shareholders under rule 10.06(1)(b) of the Listing Rules in connection with the proposed general mandate for the share buy-back and also constitutes the memorandum required under Section 239(2) of the Companies Ordinance. References in this Appendix to “Shares” mean ordinary share(s) in the capital of the Company:

- (a) It is proposed that up to 10% of the total number of Shares in issue at the date of passing of the resolution to approve the general mandate may be bought back (subject to adjustment in the case of any subdivision and consolidation of Shares after the passing of the relevant resolution). As at the Latest Practicable Date for determining such figures, the total number of Shares of the Company in issue was 1,649,434,206. On the basis of such figures (and assuming no further Shares are bought back or issued after the Latest Practicable Date and up to the date of passing such resolution) the Directors would be authorised to buy back Shares up to a limit of 164,943,420 Shares, subject to adjustment in the case of any subdivision and consolidation of Shares after the passing of the relevant resolution.
- (b) The Directors believe that the ability to buy back Shares is in the interests of the Company and its shareholders. Buy-backs may, depending on the circumstances, result in an increase in net assets and/or earnings per share. The Directors are seeking the grant of a general mandate to buy back Shares to give the Company the flexibility to do so if and when appropriate. The timing and the number(s), the price and other terms upon which the same are bought back will be decided by the Directors at the relevant time having regard to the circumstances then pertaining.
- (c) It is envisaged that the funds required for any buy-back would be derived from the distributable profits of the Company being funds legally available for such buy-back in accordance with the Company’s Articles of Association and the laws of Hong Kong.
- (d) There could be an adverse impact on the working capital or gearing position of the Company (as compared with the position disclosed in its most recent published audited financial statements) in the event that the proposed Share buy-backs were to be carried out in full at any time during the proposed buy-back period. However, the Directors do not propose to exercise the general mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or the gearing levels which in the opinion of the Directors are from time to time appropriate for the Company.

- (e) There are no Directors or (to the best of the knowledge of the Directors, having made all reasonable enquiries) any close associates (as defined in the Listing Rules) of Directors of the Company who have a present intention, in the event that the general mandate is granted by shareholders, to sell Shares to the Company.
- (f) The Directors have undertaken to the Stock Exchange to exercise the power of the Company to make purchases pursuant to the general mandate in accordance with the Listing Rules and the laws of Hong Kong.
- (g) The Directors are not aware of any consequences which would arise under the Code on Takeovers and Mergers as a result of any buy-backs pursuant to the general mandate. As at the Latest Practicable Date, approximately 59.98% of the total number of Shares in issue was held by controlling shareholders and, assuming full exercise of the buy-back mandate given to the Directors, approximately 66.65% will be held by such shareholders.
- (h) No core connected persons (as defined in the Listing Rules) of the Company have notified the Company of a present intention to sell Shares of the Company to the Company and no such persons have undertaken not to sell any such Shares to the Company in the event that the general mandate is granted by shareholders.
- (i) The highest and lowest prices at which Shares of the Company have traded on the Stock Exchange in each of the previous 12 months up to and including the Latest Practicable Date were as follows:

	Highest (HK\$)	Lowest (HK\$)
2020		
April	7.45	6.02
May	7.50	6.29
June	7.70	6.69
July	7.40	6.27
August	6.73	6.13
September	6.42	5.91
October	6.24	5.62
November	7.48	5.60
December	7.36	6.84
2021		
January	7.15	6.66
February	8.17	6.60
March	8.50	7.63
1 April to 8 April (Latest Practicable Date)	8.08	7.68

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

APPENDIX III

Amendments to the Articles of Association

The following is a marked-up version of the proposed new Articles of Association which shows the proposed amendments to be made to the existing Articles of Association. The English version shall prevail in case of any discrepancy or inconsistency between the English version and its Chinese translation.

Preliminary

1. (A) The name of the Company is “THE HONGKONG AND SHANGHAI HOTELS, LIMITED 香港上海大酒店有限公司”. *
- (B) The Registered Office of the Company will be situate in Hong Kong.
- (C) The liability of the members is limited.
- (D) The liability of the members is limited to any amount unpaid on the shares held by the members.
- (E) The initial subscribers of the shares in the Capital of the Company were as follows:-

Former provisions in the Memorandum of Association

Names, Addresses and Descriptions of Subscribers	Number of shares taken by each Subscriber
W. Nissen, of Hongkong, Merchant	Twenty-five
H. Kaiser, Banker, Hongkong	Twenty-five
M. Bosman, Merchant, Hongkong	Fifty
G. Overbeck, Merchant, Hongkong	Fifty
Benj. T. Kindersley, Merchant, Hongkong	Ten
N. J. Ede, Merchant, Hongkong	Ten
J. I. Murray, M.D., Hongkong	Ten
Total shares taken	One hundred and eighty

- (F) No regulations set out in any schedule to a notice made under any ordinance concerning companies shall apply as regulations or articles of the Company and the Model Articles in section 2 of the Companies (Model Articles) Notice (L.N.77 of 2013) shall not apply to the Company.

Other regulations and Model Articles not to apply

2. The marginal notes hereto shall not affect the construction hereof. In these Articles (if not inconsistent with the subject or context) the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively:-

Interpretation

“these Articles” these Articles of Association as from time to time altered or added to in accordance with the Statutes and these Articles.

“associate” in relation to any Director, has the meaning ascribed to it under the Listing Rules.

“Board” the Board of Directors of the Company, or the Directors present at a meeting of the Directors at which a quorum is present.

*Note:- Altered by Special Resolution passed on 31st day of October, 1923, and confirmed on the 17th day of November, 1923. The name was further changed by Special Resolution passed on the 3rd day of May, 1993 and confirmed on the 10th day of June, 1993.

APPENDIX III

“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
<u>“electronic communication”</u>	<u>a communication sent, transmitted, conveyed and received by electronic means in any form through any medium.</u>
<u>“electronic facilities”</u>	<u>include, without limitation, website, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise).</u>
<u>“electronic means”</u>	<u>include sending or otherwise making available to the intended recipients of the communication an electronic communication.</u>
<u>“hybrid meeting”</u>	<u>a General Meeting convened for (i) physical attendance by members and/or proxies at the Principal Meeting Place and, where applicable, one or more Meeting Location(s); and (ii) virtual attendance and participation by members and/or proxies by means of electronic facilities.</u>
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited as may be amended from time to time.
<u>“Meeting Location”</u>	<u>has the meaning given to it in Article 56A.</u>
“month”	calendar month.
“Office”	the registered office of the Company for the time being.
“paid”	paid or credited as paid.
<u>“physical meeting”</u>	<u>a General Meeting convened for physical attendance and participation by members and/or proxies at the Principal Meeting Place and, where applicable, one or more Meeting Location(s).</u>
<u>“Principal Meeting Place”</u>	<u>has the meaning given to it in Article 50(A).</u>
“Seal”	the Common Seal of the Company.
“Securities Seal”	an official seal kept by the Company pursuant to Section 126 of the Companies Ordinance.
“the Statutes”	the Companies Ordinance as amended from time to time and every other ordinance for the time being in force concerning companies and affecting the Company.
“year”	calendar year.

The expressions “debenture” and “debenture holder” shall respectively include “debenture stock” and “debenture stockholder”.

The expressions “Secretary” shall include any person appointed by the Directors to perform any of the duties of the Secretary and where two or more persons are appointed to act as Joint Secretaries shall include any one of those persons.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include corporations.

References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force.

Subject as aforesaid any words or expressions defined in the Statutes shall (if not inconsistent with the subject or context) bear the same meanings in these Articles.

A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles.

Expressions referring to writing shall, unless the contrary intention appears be construed as including printing, lithography, photography and other modes of representing or reproducing words or figures in a visible form or any visible substitute for writing (including an electronic communication) or modes of representing or reproducing words partly in one visible form and partly in another visible form, and including without limitation where the representation takes the form of electronic display, provided that both the mode of service of the relevant document or notice and any requisite member's election comply with any applicable Statutes, rules and/or regulations.

References to a "meeting" shall mean a meeting convened and held in any manner permitted by these Articles and any member or Director attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Statutes and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly.

References to a person's participation in the business of a General Meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly authorised representative) to speak or communicate, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Statutes or these Articles to be made available at the meeting, and participate and participating in the business of a General Meeting shall be construed accordingly.

References to a "document" (including, but without limitation, a resolution in writing) being signed or executed include references to it being signed or executed under hand or under seal or by electronic signature or by electronic communication or by any other method and references to a "notice" or "document" include a notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not.

Variation of Rights

3. Without prejudice to Article 8, the share capital of the Company for the time being may be divided into shares of different classes each with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by Special Resolution determine. Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated either with the consent in writing of the holders of three-quarters in the aggregate number of issued shares of the class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the shares of the class (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate meeting all the provisions of these Articles relating to ~~general meetings~~General Meetings of the Company and to the proceedings thereat

Rights and classes of shares

APPENDIX III

shall mutatis mutandis apply, except that the necessary quorum shall be at least two persons holding or representing by proxy at least one-third in the aggregate number of issued shares of the class (but that at any adjourned meeting or postponed meeting any holder of shares of the class present in person or by proxy shall be a quorum) and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of the class held by him. The foregoing provisions of this 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 special rights whereof are to be varied.

4. The special rights attached to any class of shares having preferential rights shall not, unless otherwise expressly provided by the terms of issue thereof, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto.

Special rights of existing shares not varied by the creation of further shares

Alteration of Share Capital

5. The Company may from time to time by Ordinary Resolution increase its share capital by allotting and issuing new shares or without allotting and issuing new shares if the funds or other assets for the increase are provided by the members of the Company. All new shares shall be subject to the provisions of the Statutes and of these Articles with reference to allotment and issue, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

Power to increase capital

6. The Company may by Ordinary Resolution:-

- (a) allot and issue bonus shares with or without increasing its share capital;
- (b) convert all or any of its shares into a larger or smaller number of shares; and
- (c) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its capital by the amount of the shares so cancelled, or which have been forfeited.

Other alteration of share capital

7. The Company may by Special Resolution reduce its share capital in any manner permitted by the Companies Ordinance.

Power to reduce capital

Purchase of Own Shares and Financial Assistance

- 7A. The Company may exercise any powers conferred or permitted by the Statutes or any other ordinance from time to time to purchase or otherwise acquire its own shares and warrants (including any redeemable shares) or to give, directly or indirectly, by means of a loan, guarantee, the provision of security or otherwise, financial assistance for the purpose of or in connection with a purchase or other acquisition made or to be made by any person of any shares or warrants in the Company and should the Company purchase or otherwise acquire its own shares or warrants neither the Company nor the Directors shall be required to select the shares or warrants to be purchased or otherwise acquired rateably or in any other particular manner as between the holders of shares or warrants of the same class or as between them and the holders of shares or warrants of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares or otherwise provided always that any such purchase or other acquisition or financial assistance shall only be made or given in accordance with the Statutes and with any relevant rules or regulations issued by The Stock Exchange of Hong Kong Limited or the Securities and Futures Commission from time to time in force.

Company may purchase or finance purchase of its own shares

Shares

8. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any share in the Company may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine) and subject to the provisions of the Statutes the Company may issue any shares which are, or at the option of the Company or the holder are liable, to be redeemed. Issue of redeemable, preferred or deferred shares
9. Subject to the provisions of the Statutes relating to authority, pre-emption rights and otherwise and of any relevant resolution of the Company and the Listing Rules, the Directors may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of shares to such persons, at such times and on such terms as they think proper. Allotment of shares
10. The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted. Such commissions may be satisfied by the payment of cash or the allotment of fully or partly paid shares in the capital of the Company or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful. Power to pay commission and brokerage
11. The Directors may accord to the allottee of any share a right, upon and subject to such terms and conditions as the Directors may think fit to impose, to effect a renunciation thereof in favour of some other person at any time after the allotment of the share but before any person has been entered in the Register of Members as the holder thereof and may at any such time recognise such a renunciation. Renunciation of shares
12. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder. Trusts not recognised

Share Certificates

13. Every share certificate shall be issued under the Seal (or under a Securities Seal or, in the case of shares on a branch register, an official seal for use in the relevant territory) and shall specify the number and class of shares to which it relates and the amount paid up thereon. No certificate shall be issued representing shares of more than one class. Certificates
14. In the case of a share held jointly by several persons the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of joint holders shall be sufficient delivery to all. One certificate to joint holders of shares
15. Any person (subject as aforesaid) whose name is entered in the Register of Members as a member in respect of any shares of any one class upon the issue or transfer thereof shall be entitled, on payment of such fee not exceeding HK\$2.50 (or such higher fee as may from time to time be permitted under the Listing Rules) for each certificate as the Directors shall determine, to one or several certificates within the period as may from time to time be permitted under the Listing Rules and the Statutes after the allotment or lodgement of a transfer. Members' right to certificates
16. Where some only of the shares comprised in a share certificate are transferred, the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu. Balance certificates

APPENDIX III

17. (A) Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu on payment of such fee not exceeding HK\$2.50 (or such higher fee as may from time to time be permitted under the Listing Rules) as the Directors shall determine. Consolidation of certificates
- (B) If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may, if they think fit, comply with such request on payment of such fee not exceeding HK\$2.50 (or such higher fee as may from time to time be permitted under the Listing Rules) as the Directors shall determine for each certificate. Splitting of certificates
- (C) If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued to the relevant member upon request subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the Directors may think fit. Renewal of certificates
- (D) In the case of shares held jointly by several persons any such request may be made by any one of the joint holders. Joint holders

Calls on Shares

18. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares but subject always to the terms of issue of such shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments. Calls, how made
19. Each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be reduced or revoked or in whole or in part postponed as the Directors may determine. Payment of call
20. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Allotment money or instalment similar to call
21. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment. Amount of calls and time for payment
22. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding 15 per cent. per annum) as the Directors determine but the Directors shall be at liberty in any case or cases to waive payment of such interest wholly or in part. When interest on call payable
23. The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish pro tanto the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (not exceeding 20 per cent. per annum) as the member paying such sum and the Directors may agree. Payment in advance of calls

Forfeiture and Lien

24. If a member fails to pay in full any call or instalment of a call on the due date for payment thereof, the Directors may at any time thereafter serve a notice in writing on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment. Notice requiring payment of call or instalment
25. The notice shall name a further day (not being less than fourteen days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call has been made will be liable to be forfeited. What the notice is to state
26. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder. Forfeiture
27. A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors shall think fit and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid. Forfeited shares the property of the Company
28. A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest thereon at 15 per cent. per annum (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until payment and the Directors may at their absolute discretion enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or waive payment in whole or in part. Liability to pay call after forfeiture with interest
29. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share and the Company shall also have a first and paramount lien on every share (whether or not a fully paid share) standing registered in the name of a member (whether or not jointly with other members) for all the debts and liabilities of such member or his estate to the Company whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such member and whether the period for the payment or discharge of the same shall have actually arrived or not and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person, whether a member of the Company or not. The Directors may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article. The Company's lien on any share shall extend to all dividends payable thereon but unpaid. Company's lien on shares
30. 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 death or bankruptcy. As to enforcing lien by sale

APPENDIX III

31. 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 then 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 the purpose of giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser. Application of proceeds of sale
32. 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 sold note and 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 (subject to any required transfer being presented duly stamped) be registered as the holder of the share and shall in any event not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share. Evidence of forfeiture and title to shares sold on enforcement of lien

Transfer of Shares

33. All transfers of shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors and may be under hand only. The instrument of transfer shall be signed 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 of Members in respect thereof. For the purposes of this Article, the Directors may, on such terms and such conditions as they may think fit, accept the machine imprinted or mechanically produced signature of the transferor or the transferee as the valid signature of the transferor or the transferee. Form and execution of transfer
34. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares. The Register of Members shall not be closed for more than thirty days in any year. When transfer books and register may be closed
35. The Directors may in their absolute discretion refuse to register any transfer of shares (not being fully paid shares). The Directors may also refuse to register a transfer of shares (whether fully paid or not) in favour of more than four persons jointly. 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 transferee notice of the refusal. Directors may refuse to register a transfer
36. The Directors may decline to recognise any instrument of transfer unless the instrument of transfer is in respect of only one class of share and is lodged at the Office or such other place as the Board may appoint, accompanied by the relevant share certificate(s) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). Deposit of transfer and evidence of title
37. All instruments of transfer which are registered may be retained by the Company. Retention of transfers
38. The Company may charge such amount (not exceeding the maximum amount which may from time to time be permitted under the Listing Rules) as the Directors shall consider appropriate in respect of the registration of any instrument of transfer or probate or letters of administration or certificate of marriage or death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register of Members affecting the title to any shares. Fee to be charged on registration

39. The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of two years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof and it shall conclusively be presumed in favour of the Company that every entry in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that:-
- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (b) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach any liability to the Company in the absence of this Article; and
- (c) references herein to the destruction of any document include references to the disposal thereof in any manner.

Destruction
of
documents

Transmission of Shares

40. In case of the death of a member, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing in this Article shall release the estate of a deceased member (whether a sole or a joint holder) from any liability in respect of any share held by him.
41. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may (subject as hereinafter provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share either be registered himself as holder of the share upon giving to the Company notice in writing of such his desire or transfer such share to some other person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by such member.
42. Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof (except with the authority of the Directors) to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in respect of the share.

Persons
recognised
on death of
shareholders

As to
transfer of
shares of
deceased
or bankrupt
member

Rights of
unregistered
executors
and trustees

APPENDIX III

Untraced Shareholders

43. (A) The Company shall be entitled to sell the shares of a member or the shares to which a person is entitled by virtue of transmission of death or bankruptcy if and provided that:–
- (i) during the period of twelve years prior to the date of the publication of the advertisements referred to in paragraph (ii) below (or, if published on different dates, the first thereof) at least three dividends in respect of the shares in question have become payable and no dividend in respect of those shares has been claimed; and
- (ii) the Company shall on expiry of the said period of twelve years have inserted advertisements, in a leading Hong Kong English language daily newspaper, in a leading Hong Kong Chinese language daily newspaper and in a newspaper circulating in the area of the address at which service of notices upon such member or other person may be effected in accordance with these Articles, giving notice of its intention to sell the said shares; and
- (iii) during the said period of twelve years and the period of three months following the publication of the said advertisements the Company shall have received indication neither of the whereabouts nor of the existence of such member or person; and
- (iv) notice shall have been given to each stock exchange on which any of the shares of the Company are (with the consent of the Company) for the time being listed of its intention to make such sale.
- (B) To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of the said shares and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

Company's right to sell shares of untraced shareholders

Mechanics of sale and proceeds to belong to the Company

Stock

44. Deleted
45. Deleted
46. Deleted

General Meetings

47. An Annual General Meeting shall be held once in every year, at such time (within six months after the end of the preceding financial year) and place as may be determined by the Directors. All other ~~general meetings~~ General Meetings shall be called Extraordinary General Meetings.
48. The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes, proceed with proper expedition to convene an Extraordinary General Meeting.

When General Meetings to be held

When Extraordinary General Meetings to be called

Notice of General Meetings

49. An Annual General Meeting shall be called by twenty-one days' notice in writing at the least and any Extraordinary General Meeting by fourteen days' notice in writing at the least, and where relevant such other longer minimum notice period as may be specified under the Listing Rules. The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held and shall be given in manner hereinafter mentioned to all members entitled to attend and vote at the meeting, provided that:–
- Notice of General Meeting
- (a) a ~~general meeting~~General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:–
- (i) in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and
- (ii) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting being a majority together holding not less than ~~ninety five per cent.~~ 95% of the total voting rights at the meeting of all the members; and
- (b) the accidental omission to give notice of a ~~general meeting~~General Meeting to or the non-receipt of notice of a ~~general meeting~~General Meeting by any person entitled thereto shall not invalidate the proceedings at that ~~general meeting~~General Meeting.
50. (A) Every notice calling a ~~general meeting~~General Meeting shall specify (a) the place of meeting (and if the meeting is to be held in two or more places using any technology that enables the members who are not together at the same place to listen, speak and vote at the meeting, the principal place of the meeting (the "Principal Meeting Place") and the other Meeting Location(s) place or places of the meeting), (b) if the General Meeting is to be a hybrid meeting and the notice includes a statement to that effect, details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting, and (c) the day and time of the meeting, and (d) the particulars of resolutions to be considered at the meeting, and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and, on a poll, vote instead of him and that a proxy need not be a member of the Company.
- Contents of a notice
- (B) In the case of an Annual General Meeting, the notice shall also specify the meeting as such.
- Annual General Meeting to be specified
- (C) In the case of any ~~general meeting~~General Meeting at which business other than routine business is to be transacted, the notice shall specify the general nature of such business; and if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect.
- Business other than routine business to be specified and Special Resolutions
51. For the purposes of the last preceding Article routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:–
- Meaning of 'routine business'
- (a) declaring dividends;
- (b) receiving and/or adopting the financial statements, the reports of the Directors and Auditors and other documents required to be attached or annexed to the financial statements;

APPENDIX III

- (c) appointing or re-appointing Directors to fill vacancies arising at the meeting on retirement;
- (d) appointing the Auditors; and
- (e) fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed.

Proceedings at General Meetings

52. The Chairman of the Directors, failing whom the Deputy Chairman, shall preside as chairman at a General Meeting. If there be no such Chairman or Deputy Chairman, or if at any meeting neither be present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the members present shall choose one of their number) to be chairman of the meeting. Chairman at meetings
53. No business other than the appointment of a chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Three members present in person or by proxy and entitled to vote shall be a quorum for all purposes. Quorum
54. If within five minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such day and at such time and place as the chairman of the meeting may determine, and in the latter case not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting. At the adjourned meeting any one member present in person or by proxy and entitled to vote shall be a quorum. When if quorum not present meeting to be dissolved and when to be adjourned
55. Subject to Article 56C, theThe 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 (or sine die) and/or from place to place(s) (where applicable) and/or from one form to another (a physical meeting or a hybrid meeting), but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned sine die, the day, time and place for the ~~and~~, if applicable, electronic facilities of such adjourned meeting shall be fixed by the Directors. Not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting. How meeting may be adjourned
56. Save as hereinbefore expressly provided, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. No notice for adjourned meeting
- 56A. (1) The Board may, at its absolute discretion, arrange for persons entitled to attend a General Meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations ("Meeting Location(s)") determined by the Board. Any member or any proxy attending and participating in such way or any member or proxy participating in a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting. Holding of meeting at one or more locations or as hybrid meeting
- (2) All General Meetings are subject to the following:
- (a) where a member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;

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

56B. The Board and, at any General Meeting, the chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place, any Meeting Location(s) and/or participation in a hybrid meeting by means of electronic facilities as it/he shall in its/his absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a member who, pursuant to such arrangements, is not entitled to attend in person (in the case of a member being a corporation, by its duly authorised representative) or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.

56C. If it appears to the chairman of the General Meeting that:

- (a) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Articles 56A(1) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of the meeting;
- (b) in the case of a hybrid meeting, electronic facilities being made available by the Company have become inadequate;
- (c) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or
- (d) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;

APPENDIX III

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

56D. The Board and, at any General Meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction as the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.

56E. If, after the sending of notice of a General Meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the General Meeting on the date or at the time or place or by means of electronic facilities specified in the notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting or a hybrid meeting) without approval from the members. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every notice calling a General Meeting the circumstances in which a postponement of the relevant General Meeting may occur automatically without further notice. This Article shall be subject to the following:

- (a) when a meeting is so postponed or the form of the meeting or electronic facilities specified in the notice are so changed, the Company shall endeavour to post a notice of such postponement on the Company's website as soon as practicable (provided that failure to post such a notice shall not affect the automatic postponement or automatic change of such meeting);
- (b) when a meeting is postponed or rescheduled in accordance with this Article, subject to and without prejudice to Article 55, unless already specified in the original notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or rescheduled meeting, specify the date and time by which proxies shall be submitted in order to be valid at such postponed or rescheduled meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the postponed or rescheduled meeting unless revoked or replaced by a new proxy), and shall give the members reasonable notice (given the circumstances) of such details in such manner as the Board may determine; and
- (c) notice of the business to be transacted at the postponed or rescheduled meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or rescheduled meeting is the same as that set out in the original notice of General Meeting circulated to the members.

56F. All persons seeking to attend and participate in a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 56C, any inability of a person or persons to attend or participate in a General Meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.

57. In the case of a resolution to be proposed as an Ordinary Resolution, no amendment may be made (other than a mere clerical amendment to correct a patent error), unless either (a) at least forty-eight hours prior to the time appointed for holding the meeting or adjourned meeting or postponed meeting at which such Ordinary Resolution is to be proposed, notice in writing of the terms of the amendment and intention to move the same has been lodged at the Office (or if an electronic address for receiving such notice has been provided, such notice has been received by the Company at such electronic address); or (b) in any case, the chairman of the meeting in his absolute discretion otherwise decides that the amendment or amended resolution may be considered or voted upon, provided that the proposed amendment does not, in the opinion of the chairman of the meeting, materially alter the scope of the resolution. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

Amendments
to
resolutions

Voting

58. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll. Notwithstanding the foregoing, in the case of a physical meeting, the chairman of the meeting may in good faith, allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. For the purposes of this Article, procedural and administrative matters are those that (i) are not on the agenda of the General Meeting or in any supplementary circular that may be issued by the Company to its members; and (ii) relate to the chairman's duties to maintain the orderly conduct of the meeting and/or allow the business of the meeting to be properly and effectively dealt with, whilst allowing all members a reasonable opportunity to express their views. Votes (whether on a show of hands or a poll) may be cast by such means, electronic or otherwise, as the Directors or the chairman of the meeting may determine.

How
questions
decided

58A. In case of a physical meeting where a show of hands is allowed, is ~~(a) required under the Listing Rules (in which event voting shall be by way of poll and no demand therefore shall be required) or (b) (before or on the declaration of the result of the show of hands), a poll may be demanded by:-~~

- (i) the chairman of the meeting; or
- (ii) not less than two members present in person or by proxy and entitled to vote; or
- (iii) a member or members present in person or by proxy and representing not less than ~~one twentieth~~ 5% of the total voting rights of all the members having the right to vote at the meeting; or
- (iv) a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than ~~one twentieth~~ 5% of the total sum paid up on all the shares conferring that right.

APPENDIX III

59. A demand for a poll may be withdrawn only with the approval of the meeting. ~~Unless a poll is required~~ Where a resolution is voted on by a show of hands, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or carried by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. ~~If a poll is required~~ Where a resolution is voted on by a poll, it shall be taken in such manner (including the use of ballot or voting papers ~~or tickets~~) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers ~~and may adjourn the meeting to some place, day and time fixed by him for the purpose of declaring the result of the poll.~~ for the purposes of a poll, and may either:
- (a) adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of a poll and, for this purpose, the chairman of the meeting may delegate any other Director or the Secretary to be the chairman of such adjourned meeting at which the result of the poll will be declared. Any such declaration at an adjourned meeting of the results of the relevant poll which shows that a resolution has been carried or lost or has or has not been carried by any particular majority, and an entry to that effect in the minutes of the proceedings of the Company, shall, in the absence of manifest error, be conclusive evidence of such fact; or
- (b) determine that the poll result, as recorded in the scrutineers' certificate and signed by the scrutineer, shall be conclusive evidence of such resolution of the meeting without proof.
60. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.
61. A poll demanded on the choice of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

Declaration of chairman conclusive and how poll to be taken

Chairman to have casting vote

Time for taking a poll and continuance of meeting

Voting Rights

- | | | |
|------|---|---|
| 62. | Subject to any special rights or restrictions as to voting attached by or in accordance with these Articles to any class of shares, on a show of hands every member who is present in person shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder. | Vote of members |
| 63. | In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members in respect of the share. | Joint holders |
| 64. | Where in Hong Kong or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such member to vote in person or by proxy at any general meeting <u>General Meeting</u> or to exercise any other right conferred by membership in relation to meetings of the Company. | Votes of a receiver or other person appointed by court |
| 65. | No member shall, unless the Directors otherwise determine, be entitled in respect of shares held by him to vote at a general meeting <u>General Meeting</u> either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company if any call or other sum presently payable by him to the Company in respect of such shares remains unpaid. | No member entitled to vote, while call due to the Company |
| 65A. | Where any member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such member in contravention of such requirement or restriction shall not be counted. | Votes cast in contravention of the Listing Rules |
| 66. | No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting <u>or postponed meeting</u> at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting, whose decision shall be final and conclusive. | Qualification of voter |
| 67. | On a poll votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. | On a poll how vote may be given |

APPENDIX III

Proxies

68. A member may in respect of any shares held by him attend by one or more proxies any ~~general meeting~~ General Meeting which he is entitled to attend in person and, on a poll but not otherwise, vote by proxy on any resolution or on any amendment of a resolution put to the meeting for which it is given at any such meeting on which he would, if present in person, otherwise be entitled to vote in respect of such shares. A proxy need not be a member of the Company. Appointment and voting of proxy
69. (1) An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may approve and:- Form and execution of proxy
- (a) in the case of an individual, shall be signed by the appointor or his attorney, or authenticated by the individual in such other manner as may be approved by the Directors from time to time; and
 - (b) in the case of a corporation, shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation, or authenticated by the corporation in such other manner as may be approved by the Directors from time to time.

The Directors may, for the purposes of this Article, designate procedures for authenticating any such instrument, and any such instrument not so authenticated by use of such procedures shall be deemed not to have been received by the Company.

- (2) The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to ~~the next following~~ Articles 69A and 70, failing which the instrument may be treated as invalid. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the fact.

- 69A. The Company may, at its absolute discretion, specify that any document or information relating to proxies for a General Meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy and notice of termination of the authority of a proxy) may be delivered to the Company by electronic means, subject to any limitations and conditions as may be imposed by the Company including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. Without limitation, the Company may from time to time determine that such manner of delivery by electronic means may be used generally or specifically for particular meetings or purposes. Delivery or deposit of appointment of proxy by electronic means

70. An instrument appointing a proxy and, if required by the Company, the power of attorney under which it is signed or a certified copy thereof, must be delivered at such place or one of such places (if any) or in such manner as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the Office) at least twenty-four hours before the time appointed for holding the meeting or adjourned meeting or postponed meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting or postponed meeting) for the taking of the poll at which it is to be used. An instrument of proxy shall not be treated as valid until such delivery shall have been effected. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment or postponement of the meeting as for the meeting to which it relates. An instrument of proxy relating to more than one meeting (including any adjournment or postponement thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.
71. An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll, and the same right to speak at the meeting as the appointor has in respect of the relevant shareholding.
72. A vote cast by proxy shall not be invalidated by the previous death or insanity of the appointor or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at such place or one of such places (if any) or in such manner as may have been specified for the purpose of Article 70 (or, if no place has been so specified, at the Office) at least twenty-four hours before the meeting or adjourned meeting or postponed meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting or postponed meeting) the time appointed for the taking of the poll at which the vote is cast.
73. Anything which under these Articles a member may do by proxy he may likewise do by his duly appointed attorney and the provisions of these Articles relating to proxies and instruments appointing proxies shall apply mutatis mutandis in relation to any such attorney and the instrument under which such attorney is appointed.

How to
appoint
a proxy

Rights
of proxy

When vote
by proxy
valid though
authority
revoked

Attorneys

Corporations Acting by Representatives

74. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.
- 74A. If a recognised clearing house within the meaning of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (or its nominee(s)) is a member of the Company, it may, by resolution of its directors or other governing body or by power of attorney, authorise such person or persons as it thinks fit to act as its representative(s) or proxy(ies) at any ~~general meeting~~ General Meeting of the Company or at any meeting of any class of members of the Company provided that, if more than one person is so authorised, the authorisation or proxy form(s) shall specify the number and class of shares in respect of which each such person is so authorised. The person so authorised shall be deemed to have been duly authorised without any need to produce any documents of title, notarised authorisation and/or further evidence for substantiating the facts that it is duly authorised and shall be entitled to exercise the same powers on behalf of the recognised clearing house (or its nominee(s)) which he represents as that clearing house (or its nominee(s)) could exercise if it were an individual shareholder of the Company.

Representatives
of corporations

APPENDIX III

Directors

75. Subject as hereinafter provided the Directors shall not be less than four in number. The Company may by Ordinary Resolution from time to time vary the minimum number of Directors and/or fix and from time to time vary a maximum number of Directors. Number of Directors
76. A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at ~~general meetings~~General Meetings, and a Director who is not a member of any class of members of the Company shall nevertheless be entitled to attend and speak at a meeting of that class. Qualification of Directors
77. ~~Unless otherwise determined by Ordinary Resolution of the Company, the ordinary remuneration of the Directors shall from time to time be determined by an Ordinary Resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he shall have held office. shall be such sum or sums as the Company may in General Meeting from time to time determine. The Directors' remuneration shall be deemed to accrue from day to day.~~ Remuneration of Directors
78. Any Director who holds any executive office or who serves on any committee of the Directors, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine. Extra remuneration of Directors
79. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or ~~general meetings~~General Meetings or meetings of any class of members of the Company or otherwise in or about the business of the Company. Reimbursement of expenses paid by a Director
80. The Directors shall have power to pay and agree to pay pensions or other retirement, superannuation, death or disability benefits to (or to any person in respect of) any Director or ex-Director and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums. Power to pay pensions, retirement benefits etc.
81. A Director may be party to, or in any way interested in, any contract or arrangement or transaction to which the Company is a party or in which the Company is in any way interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any other company in which the Company is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the Company or any such other company and be remunerated therefor and in any such case as aforesaid (save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Directors may contract with Company

82. (A) The Directors may from time to time appoint one or more of their body to be the holder of any executive office (including, where considered appropriate, the office of executive Chairman or Deputy Chairman) on such terms and for such period as they may (subject to the provisions of the Statutes) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment. Appointment of Director to executive office
- (B) The appointment of any Director to the office of Chairman or Deputy Chairman (whether or not executive) or Managing or Joint Managing Director or Deputy Managing Director or Assistant Managing Director shall automatically determine if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company. Termination of the office of Chairman or Deputy Chairman or Managing Directors etc.
- (C) The appointment of any Director to any other executive office shall not automatically determine if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company. Termination of other executive offices
83. The Directors may entrust to and confer upon any Director holding any executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers. Delegation of powers by the Directors
84. The Directors may from time to time appoint any person to an office or employment having a designation or title including the word "Director" or attach to any existing office or employment with the Company such a designation or title. The inclusion of the word "Director" in the designation or title of any office or employment with the Company (other than the office of Managing Director or Joint Managing Director or Deputy Managing Director or Assistant Managing Director) shall not imply that the holder thereof is a Director of the Company nor shall such holder thereby be empowered in any respect to act as a Director of the Company nor shall such holder thereby be empowered in any respect to act as a Director of the Company or be deemed to be a Director for any of the purposes of these Articles. Use of the word "Director" in titles

Appointment, Retirement and Removal of Directors

85. The office of a Director shall be vacated in any of the following events, each of which shall, without prejudice to the creation of a casual vacancy in any other manner, for the purposes of these Articles be regarded as creating a casual vacancy, namely:— When office of Director is to be vacated
- (a) if he shall become prohibited by law from acting as a Director or shall cease to be qualified under these Articles to act as a Director;
- (b) if he shall resign by writing under his hand left at the Office or if he shall in writing offer to resign and the Directors shall resolve to accept such offer;
- (c) if he becomes bankrupt or shall have a receiving order made against him or shall make any arrangement or composition with his creditors generally;
- (d) if in Hong Kong or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs;

APPENDIX III

- (e) if, without leave, he is absent from meetings of the Directors for six consecutive months and the Directors resolve that his office be vacated;
- (f) if he shall be removed from office by notice in writing served upon him signed by all ~~his co-~~other Directors (~~being two or more in number~~), but so that if he holds an appointment to an executive office which thereby automatically determines, such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company; or
- (g) if he shall be removed from office by such type of members' resolution as may be specified by the Statutes or these Articles.
86. Any Director elected by the Company shall retire at the conclusion of the third Annual General Meeting following his appointment provided however that on expiration of his term he shall be deemed a retiring Director and eligible for re-appointment. Retirement of Directors
87. A retiring Director shall be eligible for re-election. Retiring Director eligible for re-election
88. The Company at the meeting at which a Director retires under any provision of these presents may by Ordinary Resolution fill the office being vacated by electing thereto the retiring Director or some other person eligible for appointment. In default the retiring Director shall be deemed to have been re-elected except in any of the following cases:- Meeting to fill up vacancies deemed re-election and timing of retirement
- (a) where at such meeting it is expressly resolved not to fill such office or a resolution for the re-election of such Director is put to the meeting and lost;
- (b) where such Director has given notice in writing to the Company that he is unwilling to be re-elected; or
- (c) where the default is due to the moving of a resolution in contravention of the next following Article.
- 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 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.
89. A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved at any General Meeting. Separate resolutions required for appointment of Directors
90. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for appointment as a Director at any General Meeting unless during the period commencing the day after despatch of the notice of the meeting appointed for such election (inclusive of such day) and ending no later than the day which is 7 days prior to the date of such meeting (inclusive of such day) there shall have been lodged at the Office notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected. Persons eligible for appointment as a Director
91. The Company may by such type of members' resolution as may be specified by the Statutes remove any Director from office (including an executive Director notwithstanding any provision of these presents or of any agreement between the Company and such Director, but without prejudice to any claim he may have for damages for breach of any such agreement) and may by Ordinary Resolution appoint another person in place of a Director so removed from office. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy. Power to remove Director by Members' Resolution

92. The Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director. Without prejudice thereto the Directors shall have power at any time so to do, but so that the total number of Directors shall not thereby exceed the maximum number (if any) fixed by or in accordance with these presents. Any person so appointed by the Directors as an additional Director shall hold office only until the next Annual General Meeting and shall then be eligible for re-election and any person so appointed by the Directors to fill a casual vacancy shall hold office only until the next General Meeting and shall then be eligible for re-election.

Power to
appoint
Director by
Ordinary
Resolution

Alternate Directors

93. (A) Any Director may at any time by notice in writing signed by him and lodged at the Office, or delivered at a meeting of the Directors, or delivered by electronic communication to all other Directors, appoint any person (including another Director) to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously so approved by the Directors, shall have effect only upon and subject to being so approved.
- (B) The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office and if his appointor ceases to be a Director, but, if his appointor retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- (C) An alternate Director shall (subject to his giving to the Company an address (including without limitation an electronic address) at which notices may be served on him) be entitled (in addition to his appointor) to receive and waive (in lieu of his appointor) notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director, he shall be counted in the quorum separately in respect of himself (if a Director) and in respect of each Director for whom he is an alternate (but so that nothing in this provision shall enable a meeting to be constituted when only one person is physically present) and his voting rights shall be cumulative and he need not use all his votes or cast all the votes he uses in the same way. His signature to any resolution in writing of the Directors or of any such committee and his attestation of the affixing of the Seal shall be as effective as the signature of and attestation of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.
- (D) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- (E) A Director who has appointed a person (including another Director) to be his alternate Director shall not be vicariously liable for any tort committed by the alternate Director.

Alternate
Directors

Cessation
of the
appointment
of an
alternate
Director

Power of
an alternate
Director

Benefits and
entitlements
of an
alternate
Director

Directors
not
vicariously
liable for
acts of their
alternates

APPENDIX III

Meetings and Proceedings of Directors

94. Subject to the provisions of these Articles the Directors may meet together for the despatch of business, adjourn or postpone and otherwise regulate their meetings as they think fit. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director in writing or verbally (including in person or by telephone) or by electronic means to an electronic address from time to time notified to the Company by such Director or in such other manner as the Board may from time to time determine. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from Hong Kong for which purpose he shall be deemed absent from Hong Kong on any day if he has given notice to the Secretary of his intention to be absent from Hong Kong for any period including such day and has not revoked such notice. Any Director may waive notice of any meeting and any such waiver may be retroactive. A meeting of the Directors may be held by means of telephone or videoconferencing or any other electronic means provided that all participants are thereby able to communicate immediately by voice with all other participants. Meetings of Directors
95. The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by Directors and unless so fixed at any other number shall be three. A meeting of the Directors at which a quorum is present when the meeting proceeds to business shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. Quorum
96. Questions arising at any meeting of the Directors shall be determined by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote. How questions to be decided
97. Any Director may become or continue to be a director, managing director, manager or other officer or member of any other company in which the Company may be interested, and no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such other company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company, in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company, or voting or providing for the payment of remuneration to the directors, managing directors, managers or other officers of such company. Directors may hold offices etc. in affiliated companies
98. (A) A Director who, to his knowledge, is materially interested or has an associate who is materially interested, in any way, whether directly or indirectly, in a contract, arrangement or transaction or proposed contract, arrangement or transaction with the Company and which is of significance in relation to the Company's business shall declare the nature and extent of his interest or the interest of his associate at the earliest meeting of the Directors at which it is practicable for him to do so, in accordance with the Statutes. A general notice to the Directors by a Director stating that, by reason of facts specified in the notice, he or any of his associates is to be regarded as interested in contracts, arrangements or transactions or proposed contracts, arrangements or transactions of any description which may subsequently be made or contemplated by the Company shall be deemed for the purposes of this Article to be a sufficient declaration of his or its interest, so far as attributable to those facts, in relation to any contract, arrangement or transaction or proposed contract, arrangement or transaction of that description which may subsequently be made or contemplated by the Company, but no such general notice shall have effect in relation to any contract, arrangement or transaction or proposed contract, arrangement or transaction unless it is given in writing and sent to the Company by any means (including without limitation by electronic means) at least twenty-one days before the date on which the question of entering into the same is first taken into consideration at a meeting of the Directors, or given at such meeting of Director. Disclosure of interests of Director and associate

- (B) Save as herein provided, a Director shall not vote on any board resolution approving any contract or arrangement or any other proposal whatsoever in which he or any of his associates has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting. Director may not vote or be counted in quorum
- (C) Subject to the provisions of the Statutes, a Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:– Director may vote in respect of certain matters
- (i) the giving of any security or indemnity to him or his associates in respect of money lent or obligations incurred by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries;
 - (ii) the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he or any of his associates has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
 - (iii) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he or any of his associates is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
 - (iv) Deleted
 - (v) any proposal concerning the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to Directors or their associates and employees of the Company or any of its subsidiaries and does not accord to him or his associates, as such any privilege or advantage not generally accorded to the class of persons to which such fund or scheme relates and/or any proposal concerning the adoption, modification or operation of any employees' share scheme or any share incentive or share option scheme under which he or his associates may benefit.
- (D) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (~~if not debarred from voting under paragraph (C)(iv) of this Article~~) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment. Director may vote on proposals not concerning own appointment
- (E) If any question shall arise at any meeting as to the materiality of ~~a Director's interest~~ the interest of a Director or of any of his associates or the significance of a contract, arrangement or transaction or proposed contract, arrangement or transaction or as to the entitlement of any Director to vote or form part of a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned as known to such Director have not been fairly disclosed. Chairman to decide whether a Director may vote
- (F) The Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article. Article relaxed by Ordinary Resolution

APPENDIX III

99. The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by these Articles the continuing Directors or Director may act for the purpose of filling such vacancies or of summoning ~~general meetings~~ General Meetings, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two members may summon a ~~general meeting~~ General Meeting for the purpose of appointing Directors. Where the number of Directors is below minimum
100. (A) The Directors may elect from their number a Chairman and a Deputy Chairman (or two or more Deputy Chairmen) and determine the period for which each is to hold office. If no Chairman or Deputy Chairman shall have been appointed or if at any meeting of the Directors no Chairman or Deputy Chairman shall be present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting. Chairman
- (B) If at any time there is more than one Deputy Chairman the right in the absence of the Chairman to preside at a meeting of the Directors or of the Company shall be determined as between the Deputy Chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Directors. More senior Deputy Chairman to preside in Chairman's absence
101. A resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by all the Directors for the time being in Hong Kong (for which purpose a Director shall be deemed absent from Hong Kong on any day if he has given notice to the Secretary of his intention to be absent from Hong Kong for any period including such day and has not revoked such notice) shall be as effective as a resolution duly passed at a meeting of the Directors and may consist of several documents in the like form each signed by one or more Directors. A notification of consent to such resolution given by a Director in writing to the Board by any means (including by means of electronic communication) shall be deemed to be his signature for the purpose of this Article. Written Resolutions of Directors
102. The Directors may delegate any of their powers or discretions to committees consisting of one or more Directors and (if thought fit) one or more other persons co-opted as hereinafter provided. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee but so that (a) the number of co-opted members shall be less than ~~one-half~~ 50% of the total number of members of the committee and (b) no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors. Power to appoint committees and to delegate
103. The meetings and proceedings of any committee consisting of two or more persons shall be governed mutatis mutandis by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are not superseded by any regulations made by the Directors under the last preceding Article. Proceedings of committee
104. All acts done by any meeting of Directors, or of any committee, or by any person acting as a Director or as a member of any committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any of the persons acting as aforesaid, or that any such persons were disqualified or had vacated office, or were not entitled to vote or form part of a quorum, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote and form part of a quorum. When acts of Directors or committee to be valid notwithstanding defective appointment etc.

Borrowing Powers

105. Subject to the provisions of the Statutes the Directors may exercise all the powers of the Company to borrow money, to give guarantees and mortgage or charge its undertaking property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. Power to borrow etc.

General Powers of Directors

106. The business and affairs of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Statutes or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article. General powers of Company vested in Directors
107. 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, and may fix their remunerations, and may delegate to any local board, manager, agent or employee any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, 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. Power to delegate to local boards, managers, agents etc.
108. The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. Power to appoint attorney

Branch Registers

109. Subject to and to the extent permitted by the Statutes, 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 register. Power to keep branch register

Secretary

110. The Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit two or more persons may be appointed as Joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit one or more Assistant Secretaries. Appointment and removal of Secretary

Cheques

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

APPENDIX III

The Seal

112. (A) The Directors shall provide for the safe custody of the Seal and any Securities Seal and neither shall be used without the authority of the Directors or of a committee authorised by the Directors in that behalf. Notwithstanding any other provision of these Articles, a document which requires execution under seal may be executed by the Company, without affixing the Seal thereto, by two Directors on behalf of the Company or by a Director and the Secretary and the Company may execute a document as a deed by executing it in such manner, with the document expressed to be executed and delivered by the Company as a deed. Safe custody of Seals
- (B) Subject to (C) below every instrument to which the Seal shall be affixed shall be signed autographically by one Director and the Secretary or by two Directors and where any instrument to which the Seal is affixed is so signed the Seal shall, as regards all persons dealing in good faith with the Company, be deemed to have been affixed to that instrument with the authority of the Directors. How Seal to be used
- (C) Without prejudice to (D) below, as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures or any of them shall be dispensed with or affixed by some method or system of mechanical signature. Mechanics of signature of documents
- (D) Any Securities Seal shall only be used for sealing securities issued by the Company and documents creating or evidencing securities so issued. The Securities Seal shall be affixed by impressing that seal by mechanical means, or, if authorised by the Directors by resolution, by printing that seal or a facsimile of it, on the securities or document creating or evidencing the securities. Any such securities or documents sealed with the Securities Seal shall not require to be signed. How Securities Seal to be used
113. The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors. Official seal for use abroad

Authentication of Documents

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

Reserves

115. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits. Power to carry profits to reserve

Dividends

116. The Company may by Ordinary Resolution declare dividends but no such dividend shall exceed the amount recommended by the Directors. Declaration of dividends
117. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may declare and pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable ~~on fixed dates on the half-yearly~~ or on other dates prescribed for the payment thereof and may also from time to time pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit. Power of Directors to declare and pay dividends
118. Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (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 amounts 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. Apportionment
119. No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes. Dividends payable out of profits only
120. (A) In respect of any dividend resolved to be paid by the Directors or declared by the Company in General Meeting the Directors may determine and announce, prior to or contemporaneously with the payment or declaration of the dividend in question either; Scrip dividends
- (i) that members will be entitled to elect to receive in lieu of such dividend (or such part thereof as the Directors may think fit) an allotment of shares credited as fully paid. In any such case the following provisions shall apply:–
 - (a) the basis of allotment shall be determined by the Directors;
 - (b) the Directors, after determining the basis of allotment, shall give notice in writing to the members of the right of election accorded to them and of the record date related thereto and shall send with or following such notice forms of election specifying the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
 - (c) the right of election accorded to members as aforesaid may be exercised in whole or in part;
 - (d) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on shares in respect of which the share election has been duly exercised (“the elected shares”) and in lieu thereof additional shares shall be allotted credited as fully paid to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Directors shall capitalise and apply out of any sum standing to the credit of any of the Company’s reserve accounts or to the credit of the statement of comprehensive income or any sum otherwise available for distribution and not required for paying the fixed dividends on any shares entitled to fixed preferential dividends with or without further participation in profits as the Directors may determine a sum equal to the aggregate value of shares to be allotted on such basis and apply the same in paying up in full the appropriate number of new shares for allotment and distribution to and amongst the holders of the elected shares on such basis; or

APPENDIX III

(ii) that members will receive in lieu of such dividend (or such part thereof as the Directors may think fit) an allotment of shares credited as fully paid provided that members are at the same time accorded the right to elect to receive such dividend (or part thereof as the case may be) in cash in lieu of such allotment. In any such case, the following provisions shall apply:—

(a) the provisions set out in sub-paragraphs (a), (b) and (c) of paragraph (i) above;

(b) such dividend (or the relevant part thereof as aforesaid) shall not be payable on shares in respect of which the cash election has not been duly exercised (“the non-elected shares”) and in lieu thereof shares shall be allotted credited as fully paid to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Directors shall capitalise and apply out of any sum standing to the credit of any of the Company’s reserve accounts or to the credit of the statement of comprehensive income or any sum otherwise available for distribution and not required for paying the fixed dividends on any shares entitled to fixed preferential dividends with or without further participation in profits as the Directors may determine a sum equal to the aggregate value of shares to be allotted on such basis and apply the same in paying up in full the appropriate number of new shares for allotment and distribution to and amongst the holders of the non-elected shares on such basis.

(B) The shares allotted pursuant to the provisions of paragraph (A) above shall rank *pari passu* in all respects with the fully paid shares then in issue save only as regards participation in the relevant dividend (or share or cash election in lieu).

Scrip dividend shares to rank *pari passu* with issued shares

(C) The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (A) above, with full power to the Directors to make such provisions as they think fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter into, on behalf of all members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.

Directors may do acts necessary for capitalisation

(D) The Directors may on any occasion determine that rights of election under paragraph (A)(i) of this Article and the allotment of shares under paragraph (A)(ii) of this Article shall not be made available or made to any members with registered address in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of such rights of election or the allotment of shares would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.

Directors may determine availability of rights of election in certain cases

121. No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.

Dividends not to bear interest

122. (A) The Directors may retain any dividend or other moneys 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, liabilities or engagements in respect of which the lien exists.

Retention of dividends

(B) The Directors may retain the dividends payable upon shares in respect of which any person is, under the provisions as to the transmission of shares contained in these Articles, entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.

Retention in certain cases

123. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of six years from the date of declaration or (in the case of an interim dividend) payment of such dividend shall be forfeited and shall revert to the Company. Unclaimed dividends
124. The Company may upon the recommendation of the Directors by Ordinary Resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other company) and the Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates or may aggregate fractional entitlements and sell the same for the benefit of the Company, may fix the value for distribution of such specific assets or any part thereof, may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors. Dividends in specie
125. Any dividend or other moneys 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 thereto (or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons) or to such person and such address as such member or person or persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. Dividends payable by cheque or warrant
126. If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share. Dividends to joint holders
127. Any resolution declaring or resolving upon the payment of a dividend on shares of any class, whether a resolution of the Company in ~~general meeting~~ 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 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. Record date for dividends

Capitalisation of Profits and Reserves

128. The Directors may, with the sanction of an Ordinary Resolution of the Company, capitalise any sum standing to the credit of any of the Company's reserve accounts (including any undistributable reserve) or any sum standing to the credit of the statement of comprehensive income, with or without allotting and issuing new shares, by appropriating such sum to the holders of Ordinary Shares on the Register of Members at the close of business on the date of the relevant Ordinary Resolution (or such other date as may be specified therein or determined as therein provided) in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend on the Ordinary Shares, provided that any sum standing to the credit of any reserve of the Company may, for the purposes of this Article, only be applied in accordance with the Statutes. The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned. For the purposes of this Article, where all the shares in issue or agreed to be issued are shares of a single class, they shall be considered Ordinary Shares. Power to capitalise

APPENDIX III

Accounts

129. Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place as the Directors think fit, and shall always be open to inspection by the officers of the Company. Subject as aforesaid no member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by law or ordered by a court of competent jurisdiction or authorised by the Directors. Where accounts to be kept and inspection
130. (A) The Directors shall, from time to time, in accordance with the Statutes, cause to be prepared and to be laid before the Annual General Meeting the reporting documents required by the Statutes. The Directors may also cause to be prepared a summary financial report if they think fit, which may be provided to members and/or debenture holders instead of the reporting documents in circumstances permitted by the Listing Rules. Reporting documents or summary financial report
- (B) Subject to paragraph (C) below, a copy of the reporting documents or the summary financial report shall, not less than 21 days before the meeting, be delivered or sent by post to the registered address of every member and debenture holder of the Company, or in the case of a joint holding to the member or debenture holder (as the case may be) whose name stands first in the appropriate Register in respect of the joint holding. No accidental non-compliance with the provisions of this Article shall invalidate the proceedings at the meeting. Copies of reporting documents or summary financial report sent to members and others
- (C) Where a member or debenture holder of the Company has, in accordance with the Statutes and the Listing Rules, consented or is deemed to have consented (if and to the extent such deemed consent is provided for by the Statutes and the Listing Rules) to treat the publication of the reporting documents and/or the summary financial report on the Company's computer network (including the Company's website) as discharging the Company's obligation under the Statutes to send a copy of the reporting documents and/or the summary financial report, then subject to compliance with the publication and notification requirements of the Statutes and the Listing Rules, publication by the Company on the Company's computer network (including the Company's website) of the reporting documents and/or the summary financial report at least 21 days before the date of the meeting shall, in relation to each such member or debenture holder of the Company, be deemed to discharge the Company's obligations under paragraph (B) above. Publication of reporting documents or summary financial report on computer network
- (D) For the purpose of this Article, "reporting documents" and "summary financial report" shall have the meaning ascribed to them in the Statutes. Meaning of reporting documents and summary financial report

Auditors

131. Subject to the provisions of the Statutes, all acts done by any person acting as an auditor of the Company shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified. When acts of an auditor to be valid notwithstanding defective appointment etc.
132. An auditor of the Company shall be entitled to attend any ~~general meeting~~ General Meeting and to receive all notices of and other communications relating to any ~~general meeting~~ General Meeting which any member is entitled to receive and to be heard at any ~~general meeting~~ General Meeting on any part of the business of the meeting which concerns him as auditor. Auditor may attend ~~general meeting~~ General Meeting etc.

Notices

133. Any notice or document to be given or issued under these Articles shall be in writing, except that any such notice or document to be given or issued by or on behalf of the Company under these Articles (including any “corporate communication” within the meaning ascribed thereto in the Listing Rules) shall be in writing which may or may not be in a transitory form and may be recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form (including an electronic communication and publication on a computer network or website) whether having physical substance or not may be served or delivered by the Company by any of the following means subject to and to such extent permitted by and in accordance with the Statutes, the Listing Rules and any applicable laws, rules and regulations:–
- Service of notice
- (i) personally;
 - (ii) by sending it through the post in a properly prepaid letter, envelope or wrapper addressed to a member at his registered address as appearing in the Register of Members or in the case of another entitled person (as defined in the Statutes), to such address as he may provide;
 - (iii) by delivering or leaving it at such address as aforesaid;
 - (iv) by advertisement in an English language newspaper and a Chinese language newspaper in Hong Kong in accordance with the Listing Rules;
 - (v) by transmitting it by electronic means (other than by making it available on the Company’s website) to the entitled person at such electronic address as he may have provided; or
 - (vi) by making it available on a computer network (including the Company’s website).
134. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register of Members and notice so given shall be sufficient notice to all the joint holders. A specification or an agreement of one of the joint holders in respect of notices or communications from the Company shall be taken as a specification or an agreement of all the joint holders.
- Notice to joint holders
135. Any notice or document (including any “corporate communication” within the meaning ascribed thereto in the Listing Rules) given or issued by or on behalf of the Company:–
- When notice deemed to be received
- (i) if sent by post, shall be deemed to have been received on the day following that on which the envelope or wrapper containing the same is put into a post office situated within Hong Kong and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly prepaid, addressed and put into such post office (airmail if posted from Hong Kong to an address outside Hong Kong) and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice or document was so properly prepaid, addressed and put into such post office shall be conclusive evidence thereof;
 - (ii) if not sent by post but delivered or left at a registered address by the Company, shall be deemed to have been received on the day it was so delivered or left;
 - (iii) if published by way of a newspaper advertisement, shall be deemed to have been received on the date on which it is advertised in one English language newspaper and one Chinese language newspaper in Hong Kong;

APPENDIX III

- (iv) if sent by electronic means (other than being made available on the Company's website), shall be deemed to have been received at the time when the notice or document was sent; and
- (v) if made available on the Company's computer network (including the Company's website), shall be deemed to have been received by a person at the time ~~that such person was notified by the Company of such notice or~~the document having been made available on the Company's computer network (or the Company's website, as the case may be) or if later, at the time such person was notified by the Company the fact that the document was available on the Company's computer network (including the Company's website).

136. The signature to any notice or document by the Company may be written, typed, printed or made electronically. Signature to notice or document
137. Subject to any applicable laws, rules and regulations, any notice or document, including but not limited to the documents referred to in Article 130 and any "corporate communication" within the meaning ascribed thereto in the Listing Rules, may be given in the English language only, in the Chinese language only or in both the English language and the Chinese language. Language of notice or document
138. Any notice or document served in accordance with Article 135 shall, in respect of any member who is deceased, be deemed to have been duly served on his legal personal representatives, whether or not the Company has notice of his death. Service of notice or document in respect of deceased members
139. Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which, previously to his name and address being entered in the Register of Members as the registered holder of such share, shall have been duly given to the person from whom he derives the title to such share. Transferees, etc. bound by prior notices

Winding Up

140. The Directors shall have power in the name and on behalf of the Company to present a petition to the Court for the Company to be wound up. Power of Directors to present a petition
141. If the Company shall be wound up (whether the liquidation is voluntary or by the Court) the liquidator may, with the authority of a Special Resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of the members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability. Distribution of assets in specie

Indemnity

142. Subject to the provisions of and so far as may be consistent with the Statutes, every Director, Secretary or other officer of the Company or a related company may be indemnified by the Company against any claims, costs, charges, losses and expenses arising from liability incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in connection with his duties, powers or office as a Director, Secretary or an officer (as the case may be) to a person other than the Company or a related company in connection with any negligence, default, breach of duty or breach of trust. Such indemnity may extend to liabilities arising after a person ceases to be a Director, Secretary or officer of the Company or a related company (as the case may be) but only in respect of acts or omissions having taken place while he was acting in such capacity. Nothing in this Article 142 shall permit the Company to indemnify any Director, Secretary or other officer of the Company or a related company against:– Indemnity to Directors and officers
- (a) any liability to pay a fine imposed in criminal proceedings, or a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature;
 - (b) any liability in defending criminal proceedings in which he is convicted, or in defending civil proceedings brought by the Company, or a related company, in which judgment is given against the Director;
 - (c) any liability in defending civil proceedings brought on behalf of the Company by a member or a member of a related company, in which judgment is given against him, or in defending civil proceedings brought on behalf of a related company by a member of that related company or by a member of related company of that related company, in which judgment is given against him; or
 - (d) in connection with an application for relief under the Statutes in which the Court refuses to grant him relief.
143. Every auditor of the Company may be indemnified against any liability incurred by the auditor:– Indemnity to auditors
- (a) in defending any proceedings (whether civil or criminal) in which judgment is given in the auditor's favour or the auditor is acquitted; or
 - (b) in connection with an application under section 903 or section 904 of the Companies Ordinance in which relief is granted to the auditor by the court.
144. The Company may purchase and maintain for any Director, Secretary and officer and auditor of the Company:– Purchase of insurance to cover liability of officers and auditors
- (a) insurance against any liability to the Company, a related company or any other party in respect of any negligence, default, breach of duty or breach of trust (save for fraud) of which he may be guilty in relation to the Company or a related company; and
 - (b) insurance against any liability incurred by him in defending any proceedings, whether civil or criminal, taken against him for any negligence, default, breach of duty or breach of trust (including fraud) of which he may be guilty in relation to the Company or a related company.

For the purpose of Articles 142 and 144, "related company" means any company that is the Company's subsidiary or holding company or a subsidiary of that holding company or a company, partnership or undertaking in which the Company has an equity interest.