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## **Overseas Chinese Town (Asia) Holdings Limited**

### **華僑城(亞洲)控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 03366)**

### **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting (the “Meeting”) of Overseas Chinese Town (Asia) Holdings Limited (the “Company”) will be held at Ching Room, 4/F, Sheraton Hong Kong Hotel, 20 Nathan Road, Kowloon, Hong Kong on Friday, 19 July 2013 at 11:00 a.m. for considering and, if thought fit, passing, with or without amendments, the following resolutions numbered 1 to 9 as ordinary resolutions of the Company and the following resolution numbered 10 as special resolution of the Company:

#### **ORDINARY RESOLUTIONS**

1. **“THAT**

- (i) the subscription agreement entered into between 新華人壽保險股份有限公司 (NC Life Insurance Company Limited\*) (“NC Life Insurance”) and the Company dated 6 June 2013 (the “NC Life Subscription Agreement”) in relation to the subscription of 40,000,000 non-voting convertible preference shares of HK\$0.10 each in the share capital of the Company (“Convertible Preference Share(s)”) at a subscription price of HK\$4.05 (a copy of which has been produced to the Meeting marked “A” and initialed by the Chairman of the Meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (ii) each of the directors of the Company be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents and take all steps which may be in their opinion necessary, desirable or expedient to implement and/or give effect to the terms of the NC Life Insurance Subscription Agreement and the transactions contemplated thereunder.”

\* *for identification purpose only*

2. **“THAT**

- (i) the subscription agreement entered into between 中再資產管理股份有限公司 (China Re Asset Management Company Limited\*) (“CRAMC”) and the Company dated 6 June 2013 (the “CRAMC Subscription Agreement”) in relation to the subscription of 40,000,000 Convertible Preference Shares at a subscription price of HK\$4.05 (a copy of which has been produced to the Meeting marked “B” and initialed by the Chairman of the Meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and (ii) each of the directors of the Company be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents and take all steps which may be in their opinion necessary, desirable or expedient to implement and/or give effect to the terms of the CRAMC Subscription Agreement and the transactions contemplated thereunder.”

3. **“THAT**

- (i) the subscription agreement entered into between Integrated Asset Management (Asia) Limited (“Integrated Asset”) and the Company dated 6 June 2013 (the “Integrated Asset Subscription Agreement”) in relation to the subscription of 16,000,000 Convertible Preference Shares at a subscription price of HK\$4.05 (a copy of which has been produced to the Meeting marked “C” and initialed by the Chairman of the Meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (ii) each of the directors of the Company be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents and take all steps which may be in their opinion necessary, desirable or expedient to implement and/or give effect to the terms of the Integrated Asset Subscription Agreement and the transactions contemplated thereunder.”

4. **“THAT**

- (i) the subscription agreement entered into between 香港華僑城有限公司 (Overseas Chinese Town (HK) Company Limited) (“OCT (HK)”) and the Company dated 6 June 2013 (the “OCT (HK) Subscription Agreement”) in relation to the subscription of 140,000,000 new ordinary shares of HK\$0.10 each in the share capital of the Company (the “Subscription Shares”) at a subscription price of HK\$4.05 (a copy of which has been produced to the Meeting marked “D” and initialed by the Chairman of the Meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (ii) each of the directors of the Company be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents and take all steps which may be in their opinion necessary, desirable or expedient to implement and/or give effect to the terms of the OCT (HK) Subscription Agreement and the transactions contemplated thereunder.”

5. “**THAT** conditional upon the passing of ordinary resolutions no. 1 and no. 9, and the passing of special resolution no. 10 set out in the notice convening the Meeting, the allotment and issue of the 40,000,000 Convertible Preference Shares to NC Life Insurance pursuant to the terms and conditions of the NC Life Insurance Subscription Agreement be and is hereby approved and each of the Directors be and is hereby authorised to take all steps necessary or expedient in his/her opinion to implement and/or give effect to the issue of the Convertible Preference Shares including but not limited to the allotment and issue of new ordinary shares of the Company which may fall to be issued upon the exercise of the conversion rights attached to the 40,000,000 Convertible Preference Shares.”
6. “**THAT** conditional upon the passing of ordinary resolutions no. 2 and no. 9, and the passing of special resolution no. 10 set out in the notice convening the Meeting, the allotment and issue of the 40,000,000 Convertible Preference Shares to CRAMC pursuant to the terms and conditions of the CRAMC Subscription Agreement be and is hereby approved and each of the Directors be and is hereby authorised to take all steps necessary or expedient in his/her opinion to implement and/or give effect to the issue of the Convertible Preference Shares including but not limited to the allotment and issue of new ordinary shares of the Company which may fall to be issued upon the exercise of the conversion rights attached to the 40,000,000 Convertible Preference Shares.”
7. “**THAT** conditional upon the passing of ordinary resolutions no. 3 and no. 9, and the passing of special resolution no. 10 set out in the notice convening the Meeting, the allotment and issue of the 16,000,000 Convertible Preference Shares to Integrated Asset pursuant to the terms and conditions of the Integrated Asset Subscription Agreement be and is hereby approved and each of the Directors be and is hereby authorised to take all steps necessary or expedient in his/her opinion to implement and/or give effect to the issue of the Convertible Preference Shares including but not limited to the allotment and issue of new ordinary shares of the Company which may fall to be issued upon the exercise of the conversion rights attached to the 16,000,000 Convertible Preference Shares.”
8. “**THAT** conditional upon the passing of ordinary resolution no. 4 set out in the notice convening the Meeting, the allotment and issue of the 140,000,000 Subscription Shares to OCT (HK) pursuant to the terms and conditions of the OCT (HK) Subscription Agreement be and is hereby approved and each of the Directors be and is hereby authorised to take all steps necessary or expedient in his/her opinion to implement and/or give effect to the issue of the 140,000,000 Subscription Shares.”
9. “**THAT** conditional upon the passing of ordinary resolutions no. 1 to no. 3 set out in the notice convening the Meeting:
  - (i) the authorised share capital of the Company be and is hereby increased from HK\$200,000,000 to HK\$209,600,000 by the creation of 96,000,000 Convertible Preference Shares of HK\$0.10 each, having the rights and restrictions as set out in the articles of association of the Company to be amended pursuant to special resolution no. 10 set out in the notice convening the Meeting, such that following such increase, the authorised share capital of the Company will be HK\$209,600,000 consisting of 2,000,000,000 ordinary shares of HK\$0.10 each and 96,000,000 Convertible Preference Shares of HK\$0.10 each; and

- (ii) the directors of the Company be and are hereby authorised for and on behalf of the Company to sign and execute all such documents, instruments and agreements, and to do all such acts or things, as they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with item (i) of this ordinary resolution”

### **SPECIAL RESOLUTION**

10. “**THAT** conditional upon the passing of ordinary resolutions no. 1 to no. 3, no. 5 to no. 7 and no. 9 set out in the notice convening the Meeting,

- (i) the existing memorandum of association (“Memorandum of Association”) and articles of association (“Articles of Association”) of the Company be amended in the following manner:

(A) Memorandum of Association

By deleting the existing clause 7 of the Memorandum of Association in its entirety and replacing therewith the following new clause 7:

‘7. The authorised share capital of the Company is HK\$209,600,000 consisting of 2,000,000,000 ordinary shares of HK\$0.10 each and 96,000,000 non-voting convertible preference shares of HK\$0.10 each with the power for the Company to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions; and so that, unless the condition of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.’

(B) Articles of Association

(a) Article 1(b)

By adding the following new definition of ‘Convertible Preference Share(s)’ after the definition of “Company” in Article 1(b) of the Articles of Association:

“Convertible Preference Share(s)” means convertible preference share(s) of HK\$0.10 each in the capital of the Company, the rights of which are set out in Article 3A;’

(b) Article 3A

By adding the following new Article 3A immediately after the existing Article 3 of the Articles of Association:

‘3A. The Convertible Preference Shares shall be non-voting shares and shall not carry any right or preference save as set out herein. Unless the context otherwise requires:

**(1) INTERPRETATION**

In these Terms, unless the context otherwise requires, the following expressions which apply exclusively to these Terms shall have the following meanings:

(A) “Articles” means the articles of association for the time being adopted by the Company and as amended from time to time;

“Board” means the board of Directors as constituted from time to time or as the context may require the majority of Directors present and voting at a meeting of the Directors at which a quorum is present;

“CCASS” means the Central Clearing and Settlement System operated by the Hong Kong Securities Clearing Company Limited;

“Certificate” means a certificate issued by the Company in the name of the Convertible Preference Shareholder in respect of his/ her/ its holding of one or more Convertible Preference Shares;

“Closing Price” for the Ordinary Shares for any Dealing Day shall be the price published in the daily quotation sheet published by the Relevant Stock Exchange, or, in the absence of any such published closing price, the last published closing price;

“Compulsory Conversion Date” means, subject to Article 3A(5A)(D) and Article 3A(5)(G), 12:00 noon on the Business Day immediately following the date of the delivery of all items referred to in Article 3A(5A)(C);

“Conversion Date” means, subject to Article 3A(5)(G), 12:00 noon on the Business Day immediately following the date of the surrender of the relevant Certificate and delivery of the Conversion Notice therefor accompanied by the items referred to in Article 3A(5)(B);

“Conversion Notice” means a notice, in such form as the Directors may from time to time specify, duly completed by a Convertible Preference Shareholder stating that it wishes to exercise the Conversion Right in respect of Convertible Preference Shares;

“Conversion Number” means, in relation to any Convertible Preference Share, such number of Ordinary Shares as may, upon exercise of the Conversion Right, be converted at the Conversion Price in force on the relevant Conversion Date;

“Conversion Period” means, in respect of any Convertible Preference Share, any time commencing from 3:00 p.m. (Hong Kong time) on the Business Day immediately after the date of issue of such Conversion Preference Share and up to 4:00 p.m. (Hong Kong time) on the date (except the date where the Register is closed) of all Convertible Preference Shares being converted or purchased in full (or such earlier date as may be required under the Statutes);

“Conversion Price” means the price at which each Convertible Preference Share was initially issued, being HK\$4.05 (based on a fixed exchange rate of HK\$100 to RMB79.57, the RMB equivalent initial Conversion Price is RMB3.22 per Convertible Preference Share), subject to any adjustment in accordance with these Terms, for the avoidance of doubt, the Converting Shareholder(s) is/are not required to pay any additional money upon conversion of the Convertible Preference Share(s) to Ordinary Share(s);

“Conversion Right” means the right, subject to the provisions of the Terms, the Statutes and to any other applicable fiscal or other laws or regulations to convert at any time during the Conversion Period any Convertible Preference Share at the Conversion Price;

“Conversion Share(s)” means Ordinary Share(s) to be issued upon an exercise of the Conversion Rights;

“Convertible Preference Share(s)” means the non-voting convertible preference share(s) of par value HK\$0.10 each in the share capital of the Company, the rights of which are set out in these Terms;

“Convertible Preference Shareholder” means a person or persons who is or are registered in the Preference Register as a holder or jointholders of Convertible Preference Shares;

“Converting Shareholder” means a Convertible Preference Shareholder all or some of whose Convertible Preference Shares are being or have been converted;

“Dealing Day” means a day on which the Relevant Stock Exchange is open for business and on which trading in the Ordinary Shares or other relevant securities is not suspended;

“Directors” means the board of directors of the Company or the directors present at a meeting of directors at which a quorum is present;

“Dividend” means any dividend payable or distribution made pursuant to Article 3A(2);

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

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

“Issue Date” means, in respect of any Convertible Preference Share, the date on which the Convertible Preference Share is allotted and issued;

“Listing Rules” means the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange;

“Ordinary Share(s)” means fully paid ordinary share(s) of HK\$0.10 each (or of such other nominal value in which such ordinary shares are for the time being denominated following any consolidation or sub-division which gives rise to an adjustment to the Conversion Price in accordance with Article 3A(7) in the Company of the class listed on the Hong Kong Stock Exchange or, where the context so requires, shares resulting from the re-designation or re-classification of all the Ordinary Shares outstanding, provided that if all of the Ordinary Shares are replaced by other securities (all of which are identical)), the expression “Ordinary Share(s)” shall thereafter refer to those other securities;

“outstanding” means in relation to the Convertible Preference Shares, all the Convertible Preference Shares issued other than:

- (a) those in respect of which Conversion Rights have been exercised and which have been cancelled; or



(b) those which have been purchased and cancelled as provided in Article 3A(9);

“Pari Passu Share(s)” means share(s) ranking pari passu as regards income with the Convertible Preference Shares;

“Preference Register” means the register of Convertible Preference Shareholders required to be maintained by the Company pursuant to Article 3A(17)(B);

“Record Date” means the date and time by which a subscriber, transferee or holder of securities of the class in question would have to be registered in order to participate in or be entitled to the relevant distribution or rights;

“Registrar’s Office” means the office of Computershare Hong Kong Investor Services Ltd at 1712-1716, 17th Floor Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong, the Hong Kong branch share registrar of the Company, or such office of such person or such other person as the Company may from time to time designate;

“Reference Amount” means HK\$4.05, being the price at which each Convertible Preference Share was initially issued, provided that if at any time there shall be an alteration in the nominal value of a Convertible Preference Share, the Reference Amount immediately before the alteration shall be adjusted by multiplying it by a fraction of which the numerator shall be the nominal value of one Convertible Preference Share immediately after such alteration and of which the denominator shall be the nominal value of one Convertible Preference Share immediately before such alteration;

“Register” means the principal register and any branch register of Shareholders of the Company to be maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time;

“Relevant Convertible Preference Shares” means a Convertible Preference Share which is to be converted pursuant to a Conversion Notice or a Compulsory Conversion Notice (as defined in Article 3A(5A)(A)) (as the case may be);

“Relevant Jurisdiction” means a jurisdiction in which the Company or any of its subsidiaries is incorporated, carries on business or holds any assets;



“Relevant Stock Exchange” means (A) the stock exchange on which the Ordinary Shares are at the relevant time principally traded, as determined by the Company, or (B) if, for the purposes of Article 3A(7), the consideration at which any shares or securities are or are to be issued or transferred, or the relevant exercise, exchange or subscription price, if any, for such shares or securities, is to be fixed by reference to the price of such shares or securities on a particular stock exchange, that stock exchange;

“RMB” means Renminbi, the lawful currency of the People’s Republic of China;

“Shareholder” means the person who is duly registered in the Register as holder for the time being of any Ordinary Share or Ordinary Shares and includes persons who are jointly so registered and “Shareholders” means 2 or more of them;

“Statutes” means the Companies Law, Chapter 22 (Laws 3 of 1961, as consolidated and revised) of the Cayman Islands, as amended from time to time, and every other act of the legislature of Hong Kong or the Cayman Islands for the time being in force applying to or affecting the Company and/or its memorandum of association and/or the Articles;

“Takeovers Code” means the Code on Takeovers and Mergers issued by the Securities and Futures Commission of Hong Kong (as may be amended from time to time);

“Terms” means the terms of issue, rights and privileges of the Convertible Preference Shares and the restrictions to which they are subject as set out herein and as may be amended from time to time; and

(B) In these Terms, references to:

“distribution” include references to any dividend or other distribution (including a distribution in specie) or capitalisation issue;

“paragraphs” are references to the paragraphs of these Terms;

“property” include references to shares, securities, cash and other assets or rights of any nature; and

“dates” and “times” are to dates and times in Hong Kong.

## **(2) INCOME AND DIVIDEND**

- (A) Subject to the Statutes and Article 3A(2)(C), each Convertible Preference Share shall confer on the Convertible Preference Shareholder thereof the right to receive out of the funds of the Company available for distribution and resolved to be distributed a fixed preferential dividend at the rate of 5 per cent. per annum on the Reference Amount pari passu with other Pari Passu Shares but otherwise in priority to any other class of shares in the capital of the Company from time to time in issue (including the Ordinary Shares). The Convertible Preference Shares shall not entitle the Convertible Preference Shareholders thereof to any further or other right of participation in the profits of the Company.
- (B) Subject to Article 3A(2)(C), the Dividend shall accrue from day to day and shall be calculated on the basis of a 365 day year and any Dividend accrued in respect of any year ending on 31 December shall be payable in HK dollars annually in arrears on 15 April of the following year (or the Business Day immediately before 15 April if such date is not a Business Day).
- (C) The Board may, in its sole discretion, elect not to pay any Dividend in any given year. In the event that the Company elects not to pay the Dividend in any given year, the Dividend not paid shall be extinguished and not be carried forward.

## **(3) CAPITAL**

On a return of capital on liquidation or otherwise (but not on conversion or purchase) the Convertible Preference Shares shall confer on the Convertible Preference Shareholders the right to be paid, in priority to any return of assets in respect of any other class of shares in the capital of the Company, pari passu as between themselves an amount equal to the aggregate Reference Amount of the Convertible Preference Shares. The Convertible Preference Shares shall not confer on the holders thereof any further or other right to participate in the assets of the Company.

## **(4) RANKING**

The Company shall not (unless such sanction has been given by the Convertible Preference Shareholders as would be required for a variation of the special rights attaching thereto or unless otherwise provided in the Articles) create or issue any shares ranking as regards order in the participation in the profits of the Company or in the assets of the Company on a winding-up or otherwise in priority to the Convertible Preference Shares,

but the Company may create or issue, without obtaining the consent of the Convertible Preference Shareholders, shares ranking pari passu in all respects (including as to class) with the Convertible Preference Shares and the existing and further Ordinary Shares.

**(5) CONVERSION**

(A) Each Convertible Preference Share shall confer on the holder thereof the Conversion Right.

(B) Subject to Article 3A(5)(D), any Convertible Preference Shareholder may exercise the Conversion Right in respect of all or part (any conversion in part being in amounts of or integral multiples of 2,000 Convertible Preference Shares or such other number as may for the time being a board lot of Ordinary Shares traded on the Hong Kong Stock Exchange or such other stock exchange which in the opinion of the Board is the principal stock exchange on which the Ordinary Shares are listed or traded, and the aggregate Reference Amount of the Relevant Convertible Preference Shares be not less than HK\$10,000,000) of the Convertible Preference Shares held by him/ her/ it at any time during the Conversion Period subject to the provisions of the Statutes and any other applicable fiscal and other laws and regulations by delivering a duly signed and completed Conversion Notice to the Company accompanied by:

(a) the Certificates in respect of the Relevant Convertible Preference Shares and such other evidence (if any) as the Directors may reasonably require to prove the title of the person exercising such right (or, if such Certificates have been lost or destroyed, such evidence of title and such indemnity as the Directors may reasonably require); and

(b) banker's cashier orders or similar instruments payable to the Company in respect of all taxes and stamp, issue and registration duties (if any) arising on conversion.

A Conversion Notice shall not be effective if:

(i) it is not accompanied by the Certificates in respect of the Relevant Convertible Preference Shares and such other evidence (if any) as the Directors may reasonably require to prove the title of the person exercising such right (or, if such Certificates have been lost or destroyed, such evidence of title and such indemnity as the Directors may reasonably require);

- (ii) it is not accompanied by banker's cashier orders or similar instruments payable to the Company in respect of all taxes and stamp, issue and registration duties (if any) arising on conversion; and
  - (iii) it does not include a declaration and confirmation that (a) the beneficial owner of the Relevant Convertible Preference Shares, and of the Conversion Shares, is not a resident or national of any foreign jurisdiction where the exercise of the Conversion Rights attached to the Relevant Convertible Preference Shares is prohibited by any law or regulation of that jurisdiction or where compliance with such laws or regulations would require filing or other action by the Company; or that delivery of the Relevant Convertible Preference Shares or Conversion Shares will not result in a breach of any exchange control, fiscal or other laws or regulations for the time being applicable; and (b) to the extent that following such exercise, it and its parties acting in concert, taken together, will not control or be interested in 30% or more of the entire issued share capital of the Company or otherwise trigger a mandatory offer obligation under Rule 26 of the Takeovers Code.
- (C) The number of Conversion Shares to be issued on each conversion shall be determined by dividing the aggregate Reference Amount of the Relevant Convertible Preference Shares by the Conversion Price applicable on the Conversion Date provided that no fraction of an Ordinary Share arising on conversion shall be allotted and all fractional entitlements shall be dealt with in accordance with Article 3A(12).
- (D) Conversion of the Convertible Preference Shares shall be effected in such manner as the Directors shall subject to these Terms, the Articles, the Statutes and to any other applicable law and regulations, from time to time determine provided that no conversion shall take place if (i) to do so would result in the Conversion Shares being issued at a price below their nominal value as at the applicable Conversion Date; (ii) to the extent that following such exercise, the relevant Convertible Preference Shareholder(s) and parties acting in concert with it, taken together, control or be interested in 30% or more of the entire issued share capital of the Company or otherwise trigger a mandatory offer obligation under Rule 26 of the Takeovers Code; or (iii) if immediately after such conversion, the public float of the Ordinary Shares falls below the minimum public float requirements stipulated under the Listing Rules or as required by the Hong Kong Stock Exchange. For the avoidance of doubt, the Company shall have the right not to issue any Conversion Share(s) to such holder(s) of the Convertible Preference Share(s) exercising the Conversion Rights in any of the circumstances specified in (i), (ii) or (iii) above in this Article 3A(5)(D).

- (E) Mechanics of Conversion: the Company shall repurchase the Relevant Convertible Preference Shares and in consideration of which the Company shall issue to the relevant Converting Shareholder all Conversion Shares issuable upon such conversion in accordance with this Article 3A(5).
- (F) The Company shall allot and issue the Conversion Shares to the Converting Shareholder and shall register the Converting Shareholder as holder(s) of the relevant number of Conversion Shares in the Company's share register and procure that certificates in respect of the Conversion Shares, together with a new Certificate for any unconverted Convertible Preference Shares comprised in the Certificate(s) surrendered by the Converting Shareholder, are issued within 14 Business Days after the relevant Conversion Date. Such conversion shall be deemed to have been made at the close of business on the date of which the register of Shareholders of the Company is updated, and the person entitled to receive the Conversion Shares issuable upon such conversion shall be treated, for all purposes, as the record holder of such Conversion Shares on such date (the "**Entry Date**"). If the Converting Shareholder has also requested in the Conversion Notice, and to the extent permitted under the rules and procedures of the CCASS effective from time to time, all necessary actions should be taken to procure delivery of the Conversion Shares through the CCASS for so long as the Ordinary Shares are listed on the Hong Kong Stock Exchange.
- (G) If and whenever any conversion takes place after the occurrence of any event falling within any sub-provision of Article 3A(7)(A) but before the amount of the relevant adjustment to the Conversion Price (if any) shall have been calculated in accordance with the provisions of Article 3A(7) (A), the Conversion Date shall be deemed to fall on the Business Day after the date the adjustment made to the Conversion Price in respect of the relevant event has become effective.
- (H) In the event a notice is given by the Company to its Shareholders to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company at the same time it despatches such notice to each Shareholder shall give notice thereof to all Convertible Preference Shareholders (together with a notice of the existence of the provisions of this Article 3A(5)(H)) and thereupon, each Convertible Preference Shareholder shall be entitled to exercise all or any of his/ her/ its Conversion Rights at any time not later than five Business Days prior to the date of the general meeting of the Company by providing the Company a Conversion Notice duly completed and executed together with the Certificates, cashier orders and, where appropriate, other items listed in Article 3A(5)(B)(a) and (b) whereupon the Company shall, subject to the Statutes, as soon as possible

and, in any event, no later than the Business Day immediately prior to the date of the general meeting, allot the Conversion Shares to the Relevant Convertible Preference Shareholders credited as fully paid. There shall not be any issuance of Conversion Shares and/or alteration in the status of the Shareholders after the commencement of winding-up unless permitted under the Statutes.

- (I) Effective on the Conversion Date, the rights of the Converting Shareholder in respect of Convertible Preference Shares which the Conversion Rights have been exercised shall cease. For the avoidance of doubt, the right of the relevant Converting Shareholder to Dividend shall cease to accrue from the Conversion Date in respect of the Convertible Preference Shares being the subject of the Conversion Notice. Any Dividend accrued and payable to the relevant Converting Shareholder in respect of the Convertible Preference Shares being the subject of the Conversion Notice before the Conversion Date in any given year ending on 31 December shall be payable to the relevant Converting Shareholder on 15 April of the following year (or the Business Day immediately before 15 April if such date is not a Business Day) out of the funds of the Company available for distribution and resolved to be distributed. The relevant Conversion Shares shall be credited as fully paid and rank *pari passu* in all respects with the Ordinary Shares then in issue save that they shall not entitle the holders to any dividend or other distribution declared, paid or made upon the Ordinary Shares prior to the relevant Entry Date of such Conversion Shares.

#### **(5A) COMPULSORY CONVERSION**

- (A) The Company may, at its option but is not obliged to, (i) within the first anniversary of the Issue Date, give notice (the “Compulsory Conversion Notice”) to any Convertible Preference Shareholder to request he/she/it to compulsorily convert 30% of the number of Convertible Preference Shares initially subscribed by him/ her/ it (for the avoidance of doubt, excluding any additional Convertible Preference Shares subsequently acquired by him/ her/ it from other Convertible Preference Shareholder(s) through transfer), or such lesser number of Convertible Preference Shares held by him/ her/ it on the date of such notice, if the Market Price is equal to or higher than 148 per cent. of the Conversion Price; (ii) from the date of the first anniversary of the Issue Date to the date before the second anniversary of the Issue Date, give a Compulsory Conversion Notice to any Convertible Preference Shareholder to request he/she/it to compulsorily convert 30% of the number of Convertible Preference Shares initially subscribed by him/ her/ it (for the avoidance of doubt, excluding any additional Convertible Preference Shares subsequently acquired by him/ her/ it from other Convertible Preference Shareholder(s)

through transfer), or such lesser number of Convertible Preference Shares held by him/ her/ it on the date of such notice, if the Market Price is equal to or higher than 148 per cent. of the Conversion Price; (iii) from the date of the second anniversary of the Issue Date to the date before the third anniversary of the Issue Date, give a Compulsory Conversion Notice to any Convertible Preference Shareholder to request he/she/it to compulsorily convert 30% of the number of Convertible Preference Shares initially subscribed by him/ her/ it (for the avoidance of doubt, excluding any additional Convertible Preference Shares subsequently acquired by him/ her/ it from other Convertible Preference Shareholder(s) through transfer), or such lesser number of Convertible Preference Shares held by him/ her/ it on the date of such notice, if (a) the Market Price is equal to or higher than 148 per cent. of the Conversion Price; and (b) no Compulsory Conversion Notice has been given by the Company within the first anniversary of the Issue Date; and (iv) give a Compulsory Conversion Notice to any Convertible Preference Shareholder to request he/she/it to compulsorily convert all Convertible Preference Shares held by him/ her/ it on the date of such notice if the aggregate Reference Amount of the Convertible Preference Shares held by him/ her/ it on any day is less than HK\$10,000,000.

- (B) For the purposes of Article 3A(5A)(A), “**Market Price**” means the average of the volume-weighted average price per Ordinary Share for the 30 consecutive Dealing Days preceding the day on or as of which the Market Price is so be ascertained, appearing on the Bloomberg screen as “SMAVG(30)”, or in the event that this service is not available, the equivalent quotation on such widely-recognised electronic information service as determined by the Company with the consent of the Convertible Preference Shareholders (such consent not to be unreasonably withheld or delayed).
- (C) Each Convertible Preference Shareholder shall, in respect of the Convertible Preference Share(s) being the subject of the Compulsory Conversion Notice(s), deliver to the Company the Certificates, cashier orders and, where appropriate, other items listed in Article 3A(5)(B) (a) and (b) within 7 Business Days from the date of the Compulsory Conversion Notice, whereupon the Company shall, subject to the Statutes, effect conversion of the relevant Convertible Preference Shares in accordance with Article 3A(5)(F) with references to “Conversion Date” be replaced by “Compulsory Conversion Date”. Such conversion shall be deemed to have been made at the close of business on the Entry Date, and the person entitled to receive the Conversion Shares issuable upon such conversion shall be treated, for all purposes, as the record holder of such Conversion Shares on the Entry Date. In the event that any Convertible



Preference Shareholder who have been served a Compulsory Conversion Notice shall have failed to deliver any items listed in this Article 3A(5A) (C), then the relevant Convertible Preference Share(s) subject to the Compulsory Conversion Notice(s) shall be converted into Ordinary Shares on the 7th Business Day from the date of the Compulsory Conversion Notice(s) but until such time as the relevant Convertible Preference Shareholder shall have delivered all items listed in this Article 3A(5A) (C), the Company shall not be obliged to act in accordance with Article 3A(5)(F) in relation to the relevant Convertible Preference Share(s) and the relevant Conversion Share(s) shall not confer upon the holder(s) thereof the right to receive notice of, or to attend or vote at any general meeting of the Company which is held, or to receive any dividend the Record Date for which falls, prior to such time.

- (D) Subject to Article 3A(5A)(C), Articles 3A(5)(C), (D), (E) and (G) shall apply mutatis mutandis at and following a Compulsory Conversion Date with references to “Conversion Date” be replaced by “Compulsory Conversion Date”.
- (E) For the avoidance of doubt, whereupon a Compulsory Conversion Notice is given by the Company to the Convertible Preference Shareholder, the right of the relevant Convertible Preference Shareholder to Dividend shall cease to accrue from the date of the Compulsory Conversion Notice in respect of the Convertible Preference Share(s) being the subject of the Compulsory Conversion Notice. Any Dividend accrued and payable to the relevant Convertible Preference Shareholder in respect of the Convertible Preference Share(s) being the subject of the Compulsory Conversion Notice before the date of the Compulsory Conversion Notice in any given year ending on 31 December shall be payable to the relevant Convertible Preference Shareholder on 15 April of the following year (or the Business Day immediately before 15 April if such date is not a Business Day) out of the funds of the Company available for distribution and resolved to be distributed. The relevant Conversion Share(s) shall be credited as fully paid and rank pari passu in all respects with the Ordinary Shares then in issue save that they shall not entitle the holders to any dividend or other distribution declared, paid or made upon the Ordinary Shares prior to the relevant Entry Date of such Conversion Share(s).

## **(6) CONVERSION SHARES**

The Conversion Shares shall, save as provided for in these provisions, rank pari passu in all respects with the Ordinary Shares in issue on the Entry Date, and shall, subject to the proviso of this Article 3A(6), entitle the holders thereof to all distributions paid or made on the Ordinary Shares by reference to a Record Date falling after the Entry Date, provided that if a Record Date after the Entry Date is in respect of any distribution in respect of any financial period of the Company ended prior to such Entry Date, the holders of the Conversion Shares will not be entitled to such distribution.

## **(7) ADJUSTMENTS TO THE CONVERSION PRICE**

(A) Subject as hereinafter provided, the Conversion Price shall, from time to time, be adjusted in accordance with the following relevant provisions; and so that if the event giving rise to any such adjustment shall be such as would be capable of falling within more than one of sub-paragraphs (i) to (vii) inclusive of this Article 3A(7)(A), it shall fall within the first of the applicable paragraphs to the exclusion of the remaining paragraphs:

(i) If and whenever the Ordinary Shares by reason of any consolidation, subdivision or reclassification become of a different nominal amount, the Conversion Price in force immediately prior thereto shall be adjusted by multiplying it by the following fraction:

$$\frac{A}{B}$$

where:

A = the nominal amount of one Ordinary Share immediately after such alternation; and

B = the nominal amount of one Ordinary Share immediately before such alternation.

Each such adjustment shall be effective from the commencement of business in Hong Kong on the business day immediately following the date on which such consolidation or sub-division or reclassification becomes effective.

- (ii) If and whenever the Company shall issue any Ordinary Shares credited as fully paid by way of capitalization of profits or reserves (including any share premium account or capital redemption reserve fund), the Conversion Price in force immediately prior to such issue (or, if such issue takes place before the issuance of the Convertible Preference Shares, the initial Conversion Price) shall be adjusted by multiplying it by the following fraction:

$$\frac{C}{C + D}$$

where:

C = the aggregate nominal amount of the issued Ordinary Shares immediately before such issue; and

D = the aggregate nominal amount of the Ordinary Shares issued in such capitalization

Each such adjustment shall be effective (if appropriate retroactively) from the commencement of the Business Day next following the record date for such issue.

- (iii) If and whenever the Company shall make any Capital Distribution (as defined in Article 3A(7)(B)) (except where, and to the extent that, the Conversion Price is required to be adjusted under Article 3A(7)(A) (ii) above) to holders (in their capacity as such) of Ordinary Shares (whether on a reduction of capital or otherwise) or shall grant to such holders rights to acquire for cash assets of the Company or any of its subsidiaries, the Conversion Price in force immediately prior to such distribution or grant (or, if such distribution or grant takes place before the issuance of the Convertible Preference Shares, the initial Conversion Price) shall be adjusted by multiplying it by the following fraction:

$$\frac{E - F}{E}$$

where:

E = the Closing Price of one Ordinary Share on the last Dealing Day preceding the date on which the Capital Distribution or, as the case may be, the grant is first publicly announced or (failing any such announcement) the last Dealing Day preceding the date of the Capital Distribution, or as the case may be, of the grant; and

F = the fair market value on the day of such announcement, or (as the case may require) the last preceding business day, as determined in good faith by an approved investment bank, of the portion of the Capital Distribution of such rights which is attributable to one Ordinary Share;

Provided that if in the opinion of the relevant approved investment bank, the use of the fair market value as aforesaid produces a result which is significantly inequitable, it may instead determine that, and in such event the above formula shall be construed as if, F meant the portion of the said Closing Price which should properly be attributed to the value of the Capital Distribution or rights.

Each such adjustment shall be effective (if appropriate retroactively) from the commencement of the Business Day immediately following the record date for the Capital Distribution or grant.

(iv) If and whenever the Company shall offer to holders (in their capacity as such) of Ordinary Shares as a class of new Ordinary Shares for subscription by way of rights, or shall grant to holders of Ordinary Shares as a class any options, warrants or other rights to subscribe for or purchase any Ordinary Shares by way of rights at a price which is less than 92 per cent. of the Closing Price on the last Dealing Day preceding the date of the first announcement of the terms of the offer or grant (such price for the purpose of this Article 3A(7) (A)(iv) being the “Applicable Price”), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the date of the first announcement of such offer (or, if such announcement is published before the issuance of the Convertible Preference Shares, the initial Conversion Price) by the following fraction:

$$\frac{G + I}{G + H}$$

where:

G = the number of Ordinary Shares in issue immediately before the date of such announcement;

H = the aggregate number of Ordinary Shares offered to be issued or, as the case may be, comprised in the grant; and

I = the number of Ordinary Shares which the aggregate amount (if any) payable for the Ordinary Shares issued by way of rights or for the rights, options or warrants or other rights issued and for the total number of Ordinary Shares comprised therein would purchase at such Closing Price.

Such adjustment shall become effective (if appropriate retroactively) from the commencement of the next Business Day following the record date for the offer.

- (v) (a) If and whenever the Company (or any of its subsidiaries) shall issue wholly for cash any securities which by their terms are convertible into or exchangeable for or carry rights of subscription for new Ordinary Shares, and the Total Effective Consideration per Ordinary Share initially receivable for such securities (as defined below in this Article 3A(7)(A)(v)) is less than 92 per cent. of the Closing Price on the last Dealing Day preceding the date of the first announcement of the terms of issue of such securities (such price for the purpose of this Article 3A(7)(A)(v)(a) being the “**Applicable Price**”), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the issue (or, if such issue takes place before the issuance of the Convertible Preference Shares, the initial Conversion Price) by the following fraction:

$$\frac{J + K}{J + L}$$

where:

J = the number of Ordinary Shares in issue immediately before the date of the issue;

K = the number of Ordinary Shares which the Total Effective Consideration receivable for the securities issued (as defined below in this Article 3A(7)(A)(v)) would purchase at the Applicable Price; and

L = the number of Ordinary Shares to be issued upon conversion or exchange of, or the exercise in full of the subscription rights conferred by, such securities, at the initial conversion or exchange rate or subscription price.

Such adjustment shall become effective (if appropriate retrospectively) from the commencement of business in Hong Kong on the next Business Day following whichever is the earlier of the date on which the issue is announced and the date on which the Company determines the conversion or exchange rate or subscription price.

- (b) If and whenever the rights of conversion or exchange or subscription attached to any such securities as mentioned in Article 3A(7)(A)(v)(a) are modified so that the conversion or exchange rate or subscription price in respect of such securities is in effect immediately following such modification (for the purpose of this Article 3A(7)(A)(v)(b), the “**Modified Price**”) shall be more favourable to the holders of such securities or less than the conversion or exchange rate or subscription price in effect immediately preceding such modification (for the purpose of this Article 3A(7)(A)(v)(b), the “**Pre-Modification Price**”), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such modification by the following fraction:

$$\frac{M + N}{M + O}$$

where:

M = the number of Ordinary Shares in issue immediately before the date of such modification;

N = the number of Ordinary Shares which the Total Effective Consideration receivable for the securities issued (as defined in this Article 3A(7)(A)(v)) would purchase at the Pre-Modification Price; and

O = the number of Ordinary Shares to be issued upon full conversion or exchange of or the exercise in full of the subscription rights conferred by such securities at the Modified Price.

Such adjustment shall take effect as at the date upon which such modification takes effect. For the avoidance of doubt, a right of conversion or subscription or exchange shall also be treated as modified for the foregoing purposes where the relevant conversion or exchange rate or subscription price is adjusted to take account of rights or capitalization issues and other events normally giving rise to adjustment of conversion or exchange terms save to the extent the adjustments are no more favourable to the holders of the relevant securities than to the Convertible Preference Shareholder(s) under this Article 3A(7)(A)(v).

For the purposes of this Article 3A(7)(A)(v), the “**Total Effective Consideration receivable for the securities issued**” shall be deemed to be the consideration receivable by the Company for the issue of such securities plus the additional minimum consideration (if any) to be received by the Company upon (and assuming) the full conversion or exchange thereof or the exercise in full of such subscription rights, and for the purposes of Article 3A(7)(A)(v)(a), the “**Total Effective Consideration per Ordinary Share initially receivable for such securities**” shall be such Total Effective Consideration receivable for the securities issued divided by the number of Ordinary Shares to be issued upon (and assuming) such full conversion or exchange at the initial conversion or exchange rate or the exercise in full of such subscription rights at the initial subscription price, in each case without any deduction for any commissions, discounts or expenses paid, allowed or incurred in connection with the issue.

- (vi) If and whenever the Company shall issue wholly for cash any Ordinary Shares at a price per Ordinary Share which is less than 92 per cent. of the Closing Price on the last Dealing Day preceding the date of the first announcement of the proposed issue (such price for the purpose of this Article 3A(7)(A)(vi) being the “**Applicable Price**”), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the date of such announcement (or, if such an announcement is released before the issuance of the Convertible Preference Shares, the initial Conversion Price) by the following fraction:

$$\frac{R + S}{R + T}$$



where:

R = the number of Ordinary Shares in issue immediately before the date of such announcement;

S = the number of Ordinary Shares which the aggregate amount payable for the issue would purchase at the Applicable Price; and

T = the number of such Ordinary Shares issued.

Such adjustment shall become effective on the date of such issue.

(vii) If and whenever the Company shall issue Ordinary Shares for the acquisition of assets and the aggregate consideration credited by the Company as being paid for such Ordinary Shares on the acquisition of the relevant asset without deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue of such Ordinary Shares (the “**Total Effective Consideration**”) divided by the number of Ordinary Shares issued for such acquisition (the “**Total Effective Consideration per Ordinary Share**”) is less than 92 per cent. of the Closing Price as at the last Dealing Day preceding the date of the announcement of the terms of such issue (such price for the purpose of this Article 3A(7)(A)(vii) being the “**Applicable Price**”), the Conversion Price shall, subject to the proviso set out below in Article 3A(7)(A)(viii), be adjusted by multiplying the Conversion Price in force immediately before the date of such announcement (or, if such announcement is published before the issuance of the Convertible Preference Shares, the initial Conversion Price) by the following fraction:

$$\frac{U + V}{U + W}$$

where:

U = the number of Ordinary Shares in issue immediately before the date of such announcement;

V = the number of Ordinary Shares which the Total Effective Consideration would purchase at the Applicable Price; and

W = the number of such Ordinary Shares issued,

and such adjustment shall become effective on the date of the issue, PROVIDED however that if such acquisition of the relevant asset is a connected transaction for the purposes of the rules of the Relevant Stock Exchange, then the Conversion Price shall be adjusted by such ratio as may be determined by an approved investment bank unless:

- (a) the transaction is required by the rules of the Relevant Stock Exchange to be the subject of an opinion of an independent financial adviser;
- (b) the independent financial adviser to be appointed for this purpose has been consented to, in writing, by the Convertible Preference Shareholder(s);
- (c) the independent financial adviser to be appointed for this purpose gives an opinion that the terms of the transaction are fair and reasonable, so far as the Shareholders are concerned, and are in the interest of the Company and its Shareholders as a whole; and
- (d) the Total Effective Consideration per Ordinary Share is not less than the Applicable Price.

Provided that if in any case where the conditions referred to in paragraphs (a), (b) and (c) above are fulfilled but not the condition in paragraph (d) above, then the Conversion Price shall instead be adjusted by multiplying the fraction set out earlier in this Article 3A(7)(A)(vii).

- (viii) If the Company determines that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances (whether or not referred to in Articles 3A(7)(A)(i) to (vii) above) (even if the relevant event or circumstance is specifically excluded in these Terms from the operation of Articles 3A(7)(A)(i) to (vii) above), or that an adjustment should not be made (even if the relevant event or circumstance is specifically provided for in Articles 3A(7)(A)(i) to (vii) above), or that the effective date for the relevant adjustment should be a date other than that mentioned in Articles 3A(7)(A)(i) to (vii) above, the Company may, at its own expense, request the approved investment bank, acting as expert, to determine as soon as practicable (a) what adjustment (if any) to the Conversion Price is fair and reasonable to take account thereof and is appropriate to give the result, which an approved investment bank considers in good faith, to reflect the intentions of the provisions of this Article

3A(7)(A); and (b) the date on which such adjustment should take effect; and upon such determination, such adjustment, (if any) shall be made and shall take effect in accordance with such determination.

(B) For the purposes of this Article 3A(7):

“**announcement**” shall include the release of an announcement to the press or the delivery or transmission of an announcement by telephone, facsimile or otherwise to the Relevant Stock Exchange and “**date of announcement**” shall mean the date on which the announcement is initially so released, delivered or transmitted;

“**approved investment bank**” means an investment bank or financial advisory company or professional accounting firm in Hong Kong selected by the Company;

“**Capital Distribution**” shall (without prejudice to the generality of that phrase) include distributions in specie (including, for the avoidance of doubt, any issue of Ordinary Shares pursuant to a scrip dividend scheme in lieu of a cash dividend but shall exclude any cash dividend);

“**issue**” shall include allot;

“**reserves**” includes unappropriated profits; and

“**rights**” includes rights in whatsoever form issued.

(C) The provisions of sub-paragraphs (ii), (iii), (iv), (v) and (vi) of Article 3A(7)(A) shall not apply to:

(a) as issue of fully paid Ordinary Shares upon the exercise of any conversion rights attached to securities convertible into Ordinary Shares or upon exercise of any rights (including any conversion of the Convertible Preference Shares) to acquire Ordinary Shares (except a rights issue) provided that an adjustment (if required) has been made under Article 3A(7) in respect of the issue of such securities or granting of such rights or options (as the case may be); or

(b) the granting of options from time to time which carry rights to acquire, or the issue upon exercise of such options of, Ordinary Shares to eligible participants pursuant to any share option scheme of the Company.

- (D) On any adjustment, the resultant Conversion Price, if not an integral multiple of one-tenth (1/10) of a Hong Kong cent, shall be rounded down to the nearest one-tenth (1/10) of a Hong Kong cent.
- (E) Notwithstanding anything contained herein, no adjustment shall be made to the Conversion Price in any case in which the amount by which the same would be reduced in accordance with the foregoing provisions of this paragraph would be less than one-tenth (1/10) of a Hong Kong cent and any adjustment that would otherwise be required then to be made and any amount by which the Conversion Price has not been rounded down as referred to in Article 3A(7)(D) above shall not be carried forward in determining any subsequent adjustment.
- (F) If the Company or any subsidiary shall, in any way modify the rights attached to any share or loan capital, so as to wholly or partly convert or make convertible such share or loan capital into, or attach thereto any rights to acquire Ordinary Shares, the Company shall appoint an approved investment bank to consider whether any adjustment to the Conversion Price is appropriate (and if such approved investment bank (as defined in Article 3A(7)(B) shall certify that any such adjustment is appropriate, the Conversion Price shall be adjusted accordingly and the provisions of Article 3A(7)(D), Article 3A(7)(E), Article 3A(7)(G) to Article 3A(7)(I) shall apply).
- (G) Whenever the Conversion Price is adjusted as herein provided, the Company shall, as soon as possible, but not later than two (2) Business Days after the relevant adjustment has been determined, give notice of the same to the Convertible Preference Shareholder(s) (setting forth the event giving rise to the adjustment, the Conversion Price in effect prior to such adjustment, the adjusted Conversion Price and the effective date thereof). For the avoidance of doubt, nothing here should oblige the Company to disclose any information which is not public information to the Convertible Preference Shareholder(s) or where it is not legally permissible to disclose such information.
- (H) Any adjustment to the Conversion Price shall not in any event result in an increase in the Conversion Price (except upon any consolidation of the Ordinary Shares pursuant to Article 3A(7)(A)(i)) or that the Conversion Price being adjusted to an amount which is less than the nominal value of the Conversion Shares and in such event, the Conversion Price shall be the nominal value of the Conversion Shares.
- (I) Every adjustment to the Conversion Price shall be certified in writing by an approved investment bank unless otherwise agreed by the Convertible Preference Shareholder(s).

- (J) The Company shall make available for inspection at its principal place of business in Hong Kong at all times after the effective date of the adjustment in the Conversion Price and so long as any Convertible Preference Shares remain outstanding, a signed copy of the certificate of the approved investment bank and a certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Conversion Price in effect prior to the adjustment, the adjusted Conversion Price and the effective date thereof and shall, on request of a Convertible Preference Shareholder(s), send a copy thereof to such Convertible Preference Shareholder(s).

## **(8) UNDERTAKINGS**

So long as any Convertible Preference Share remains capable of being converted into Ordinary Shares:

- (A) the Company will use its reasonable endeavours (a) to maintain a listing for all the issued Ordinary Shares on the Hong Kong Stock Exchange, and (b) to obtain and maintain a listing on the Hong Kong Stock Exchange for all Conversion Shares issued on the exercise of the Conversion Rights;
- (B) the Company will send to each Convertible Preference Shareholder, by way of information, one copy of every document sent to any Shareholder in their capacity as shareholders, at the same time as it is sent to such Shareholder;
- (C) the Company shall procure that there shall be sufficient authorised but unissued share capital available for the purposes of satisfying the requirements of any Conversion Notice as may be given and the terms of any other securities for the time being in issue which are convertible into or have the right to subscribe for shares in the Company;
- (D) the Company shall not, without the consent of the Convertible Preference Shareholders as a class (obtained in the manner provided in the Articles and these Terms) or unless otherwise permitted pursuant to these provisions:
- (i) modify, vary, alter or abrogate the rights attaching to the Ordinary Shares as a class, which (for the avoidance of doubt) shall not be deemed to be so modified, varied, altered or abrogated by the creation or issue of any shares or securities contemplated by these provisions;
- or

- (ii) change the date to which its annual accounts are made up from 31 December; or
  - (iii) effect any payment in respect of the Convertible Preference Shares otherwise than as provided for in these provisions; or
  - (iv) create or issue any shares other than shares ranking *pari passu* in all respects (including as to class) with the Convertible Preference Shares and the Ordinary Shares;
- (E) except in such manner as may be permitted by the Articles or the Statutes, the Company shall not reduce its share capital or any uncalled liability in respect thereof or any share premium account; and
- (F) if during such time when there are any Convertible Preference Shares outstanding and an offer is made to the holders of Ordinary Shares (or all such shareholders other than the offeror and/or any company controlled by the offeror and/or any persons acting in concert with the offeror) to acquire the whole or any part of the Ordinary Shares and the Company becomes aware that the rights to cast more than 50% of the votes which may ordinarily be cast on a poll at a general meeting of the Company has or will become vested in the offeror and/or such companies or persons aforesaid, the Company shall (subject to any restrictions under any applicable laws, regulations, codes and/or rules) give notice to all Convertible Preference Shareholders of such vesting or future vesting within 7 Business Days of its becoming so aware.

## **(9) PURCHASE**

Subject to the Statutes and agreement of the relevant Convertible Preference Shareholders, the Company or any of its subsidiaries may at any time purchase any of the Convertible Preference Shares (by means available to all Convertible Preference Shareholders alike) at any price to be mutually agreed between the Company or such subsidiary of the Company and such Convertible Preference Shareholder(s). Any Convertible Preference Shares so purchased or otherwise acquired by the Company or any of its subsidiaries may not be resold and in case such Convertible Preference Shares are purchased or otherwise acquired by the Company, such Convertible Preference Shares are to be cancelled, provided that nothing in this paragraph shall prohibit transfers of Convertible Preference Shares from any subsidiary of the Company to any other subsidiary of the Company, subject to the Statutes.

## **(10) MEETINGS**

- (A) The Convertible Preference Shares shall not confer on the holders thereof the right to receive notice of, or to attend and vote at, a general meeting of the Company, unless a resolution is to be proposed at a general meeting of the Company for winding up the Company or a resolution is to be proposed which if passed would (subject to any consents required for such purpose being obtained) vary or abrogate the rights or privileges of the Convertible Preference Shareholders, in which event the Convertible Preference Shares shall confer on the holder thereof the right to receive notice of, and to attend and vote at, that general meeting, save that such holders may not vote upon any business dealt with at such general meeting except the election of a chairman, any motion for adjournment or relating to the proceedings of the general meeting and the resolution for winding up or the resolution which if passed would (subject to any consents required for such purpose being obtained) so vary or abrogate the rights and privileges of the Convertible Preference Shareholders.
- (B) If the Convertible Preference Shareholders are entitled to vote on any resolution, then at the relevant general meeting or separate general meeting of the Convertible Preference Shareholders, all resolutions put to the vote at the general meeting must be decided by way of poll and every Convertible Preference Shareholder who is present in person or by proxy or attorney or (being a corporation) by a duly authorised representative shall have one vote for each Conversion Share which would have been issued to him/ her/ it had he/ she/ it exercised the Conversion Right 48 hours preceding the date of such general meeting or separate general meeting of the Convertible Preference Shareholders.

## **(11) PAYMENTS**

- (A) Unless any other manner of payment is agreed between the Company and any Convertible Preference Shareholder, payment of Dividends, other cash distributions and moneys due on conversion or any repurchase permitted by these Terms to such Convertible Preference Shareholder shall be made by the Company posting a cheque in Hong Kong dollars (or in the case of payments which are to be made in another currency, such other currency) addressed to that Convertible Preference Shareholder at his/ her/ its registered address appearing on the Preference Register as at the relevant Record Date and at his/ her/ its own risk.



- (B) Subject to Article 3A(11)(A), where any property (including Conversion Shares and Certificates in respect of them) is to be allotted, transferred or delivered to any Convertible Preference Shareholder the Company may make such arrangements with regard to such allotment, transfer or delivery as it may deem appropriate and in particular, without limitation, may appoint any person on behalf of that Convertible Preference Shareholder to execute any transfers, renunciations or other document and may make arrangements for the delivery of any document or property to that Convertible Preference Shareholder at his/ her/ its risk. All share certificates and other documents of title to which any person is entitled shall be posted to him/ her/ it by the Company addressed to him/ her/ it at his/ her/ its registered address appearing on the Preference Register as at the relevant Record Date or, if none, the date of posting and at his/ her/ its risk.
- (C) All payments or distributions with respect to Convertible Preference Shares held jointly by two or more persons shall be paid or made to whichever of such persons is named first in the Preference Register and the making of any payment or distribution in accordance with this sub-provision shall discharge the liability of the Company in respect thereof.

## **(12) FRACTIONS**

No fraction of an Ordinary Share arising on conversion shall be allotted to the holder of the Relevant Convertible Preference Share(s) otherwise entitled thereto but such fractions will, when practicable, be aggregated and sold and the net proceeds of sale will then be distributed pro rata among such holders unless in respect of any holding of Relevant Convertible Preference Shares the amount to be so distributed would be less than HK\$100, in which case such amount will not be so distributed but will be retained for the benefit of the Company. Unless otherwise agreed between the Company and a Converting Shareholder, if more than one Convertible Preference Share shall fall to be converted pursuant to any one Conversion Notice or Compulsory Conversion Notice (as the case may be), the number of Ordinary Shares to be issued upon conversion shall be calculated on the basis of the aggregate Reference Amounts of the Relevant Convertible Preference Shares. For the purpose of implementing the provisions of this Article 3A(12), the Company may appoint some person to execute transfers, renunciations or other documents on behalf of persons entitled to any such fraction and generally may make all arrangements which appear to it to be necessary or appropriate for the settlement and disposal of fractional entitlements.

### **(13) TAXATION**

All payments of amounts equal to the Reference Amount, nominal amounts, premium (if any) and Dividends in respect of Convertible Preference Shares shall be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Cayman Islands or Hong Kong or any authority therein or thereof (other than any withholding or deduction on account of any income tax, capital gains tax or other tax or duties of a similar nature) unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, subject to the Company having sufficient profits available for distribution, the Company shall pay such additional amounts as may be necessary in order that the net amounts received by the Convertible Preference Shareholders after such withholding or deduction shall equal the respective amounts of the Reference Amount, premium (if any) and Dividend which would have been receivable in respect of the Convertible Preference Shares in the absence of such withholding or deduction, except that no such additional amounts shall be payable with respect to any Convertible Preference Shareholder:

- (A) who is liable to such taxes, duties, assessments or governmental charges in respect of any Convertible Preference Share by reason of such holder having some connection with the Cayman Islands or Hong Kong, as the case may be, other than by virtue of being a Convertible Preference Shareholder; or
- (B) receiving such payment in the Cayman Islands or Hong Kong, as the case may be, and who would be able to avoid such withholding or deduction by satisfying any statutory requirements or by making a declaration of non-residence or other similar claim for exemption to the Cayman Islands or Hong Kong tax authority, as the case may be, but fails to do so.

### **(14) RESTRICTED HOLDERS**

No Convertible Preference Shares may be allotted and issued to any individual or entity who shall as a result become, and no Conversion Rights may be exercised by any Convertible Preference Shareholder who is, a Restricted Holder (as hereinafter defined). The exercise of any Conversion Rights by a Convertible Preference Shareholder shall constitute a confirmation, representation and warranty by the Converting Shareholder to the Company that such Converting Shareholder is not a Restricted Holder and that all necessary governmental, regulatory or other consents or approvals and all formalities have been obtained and observed by such Converting Shareholder to enable him/her/it to exercise legally and validly the relevant Conversion Rights, to hold the Conversion Shares allotted and issued upon exercise

of the Conversion Rights and the Company to legally and validly allot the Conversion Shares. For the purposes of this Article 3A(14), a “**Restricted Holder**” means a Convertible Preference Shareholder who is a resident or national of any jurisdiction other than Hong Kong under the laws and regulations of which an exercise of Conversion Rights by such Convertible Preference Shareholder or the performance by the Company of the obligations expressed to be assumed by it under these Terms or the allotment and issue and holding of the Convertible Preference Shares and/or the Conversion Shares cannot be carried out lawfully or cannot be carried out lawfully without the Company first having to take certain actions in such jurisdiction.

#### **(15) REPLACEMENT OF CERTIFICATES**

If any Certificate is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the Company upon payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Company may reasonably require and on payment of such fee as the Company may determine. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

#### **(16) NOTICES**

Subject to the Statutes, a notice given pursuant to Article 3A may not be revoked except with the consent in writing of the Company. Notices to Convertible Preference Shareholders shall be given in accordance with the Articles.

#### **(17) TRANSFERS AND CERTIFICATES**

- (A) The provisions of the Articles relating to the transfer of shares and share certificates shall apply in relation to the Convertible Preference Shares, subject to these provisions.
- (B) The Company shall maintain and keep a full and complete register at such location in Hong Kong as it shall from time to time determine of the Convertible Preference Shares and the Convertible Preference Shareholders from time to time, such register shall contain details of conversion and/or cancellation of any Convertible Preference Shares and the issue of any replacement Certificates issued in substitution for any mutilated, defaced, lost, stolen or destroyed Certificates and of sufficient identification details of all Convertible Preference Shareholders from time to time (or, to the extent reasonably requested by the Company and agreed by the Company, such lesser details and/or information in relation to the Convertible Preference Shares as maintained by the Company).

- (C) Subject to the requirements under the Listing Rules and/or requirements imposed by the Hong Kong Stock Exchange (if any) and/or the Articles, the Convertible Preference Shares are not transferable unless with prior written approval from the Company.

## **(18) PRESCRIPTION**

Any Convertible Preference Shareholder who has failed to claim distributions or other property or rights within six years of their having been made available to him/ her/ it will not thereafter be able to claim such distributions or other property or rights which shall be forfeited and reverted to the Company. The Company shall retain such distributions or other property or rights but shall not at any time be a trustee in respect of any such distributions or other property or rights nor accountable for any income or other benefits derived therefrom.’

(c) Article 6

By deleting the existing Article 6 of the Articles of Association in its entirety and replacing therewith the following new Article 6:

‘6. The authorised share capital of the Company on the date of the adoption of these Articles is HK\$209,600,000 divided into 2,000,000,000 Shares of HK\$0.10 each and 96,000,000 Convertible Preference Shares of HK\$0.10 each.’

(d) Article 17(d)

By adding the words ‘in accordance with the Listing Rules or’ immediately after the word ‘given’ on the first line of Article 17(d) and deleting the words ‘or where applicable, any newspaper in accordance with the requirements of the HK Stock Exchange to that effect’;

(e) Article 107(c)

By deleting the existing Article 107(c)(iii) of the Articles of Association in its entirety and renumbering the existing Article 107(c)(iv) as Article 107(c)(iii) and the existing Article 107(c)(v) as Article 107(c)(iv);

(f) Article 114

By replacing the words ‘Special Resolution’ in the first line of Article 114 and its marginal note with the words ‘Ordinary Resolution’;

(g) Article 180(A)(ii)

By deleting the existing Article 180(A)(ii) of the Articles of Association in its entirety and replacing therewith the following new Article 180(A)(ii):

‘(ii) Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles (including any corporate communications within the meaning ascribed thereto under the Listing Rules) may be served on or delivered to any Shareholder either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such Shareholder at his registered address as appearing in the register or by leaving it at that address addressed to the Shareholder or by any other means authorised in writing by the Shareholder concerned or (other than share certificate) by publishing it by way of advertisement in the Newspapers. In case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the register and notice so given shall be sufficient notice to all the joint holders. Without limiting the generality of the foregoing but subject to the Companies Law and the Listing Rules, a notice or document may be served or delivered by the Company to any Shareholder by electronic means to such address as may from time to time be authorised by the Shareholder concerned or by publishing it on a website and notifying the Shareholder concerned that it has been so published.’; and

(h) Article 182

By replacing the words ‘computer network’ in the 16th line of Article 182 with the word ‘website’.

(ii) the amended and restated memorandum and articles of association of the Company, consolidating all the proposed amendments to the existing memorandum and articles of association set out in item (i) of this special resolution above, a copy of which has been produced to the meeting marked “E” and has been signed by the Chairman of the Meeting for the purpose of identification, be and are hereby approved and adopted in substitution for and to the exclusion of the existing memorandum and articles of association of the Company.”

By Order of the Board  
**Overseas Chinese Town (Asia) Holdings Limited**  
**Wang Xiaowen**  
*Chairman*

Hong Kong, 26 June 2013

*Notes:*

1. Any member of the Company entitled to attend and vote at the Meeting shall be entitled to appoint another person as his proxy to attend and vote instead of him. A member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at the Meeting provided that if more than one proxy is so appointed the appointment shall specify the number of Shares in respect of which each such proxy is so appointed. A proxy need not be a member of the Company. On a poll, votes may be given either personally or by proxy.
2. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or, if the appointor is a corporation, either under its common seal or under the hand of an officer, attorney or other person duly authorised to sign the same.
3. To be valid, the instrument appointing a proxy and (if required by the board of directors) the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be delivered to the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong not less than 48 hours before the time appointed for holding the Meeting or any adjournment thereof.
4. No instrument appointing a proxy shall be valid after expiration of 12 months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at the Meeting or any adjournment thereof in cases where the Meeting was originally held within 12 months from such date.
5. Where there are joint holders of any shares, any one of such joint holders may vote at the Meeting, either in person or by proxy, in respect of such share as if he/she was solely entitled thereto, but if more than one of such joint holders be present at the Meeting, 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 of the Company in respect of the joint holding.
6. Completion and delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the Meeting if the member so wish and in such event, the instrument appointing a proxy should be deemed to be revoked.

*As at the date of this notice of EGM, the board of directors of Company comprises seven directors, namely: Ms. Wang Xiaowen, Ms. Xie Mei and Mr. Yang Jie as executive directors; Mr. Zhang Haidong as non-executive director; Mr. Lu Gong, Ms. Wong Wai Ling and Professor Lam Sing Kwong Simon as independent non-executive directors.*